

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

**COUNCIL PRAYER**

Ministerial Alliance

**Rolla City Council Meeting  
Monday, March 15th, 2021  
901 North Elm Street  
City Hall Council Chambers  
6:30 P.M.**

**PLEDGE OF ALLEGIANCE**

Councilperson Matthew Crowell

**I. PUBLIC HEARINGS**

- A. **Public Hearing** - Oak Tree (Diamond) Apartments Renovation - MHDC Tax Credits  
(Mr. Pete Ramsel– Diamond Apartments and City Administrator John Butz) **Resolution**
- B. **Public Hearing**-Major Thoroughfare Plan Amendment for University Ave. Realignment  
(City Planner Tom Coots) **First Reading**

**II. SPECIAL PRESENTATIONS**

- A. Citizen Award Presentation to Judy Terry (Fire Chief Ron Smith & Police Chief Sean Fagan)
- B. 2020 Tourism Audit (Kean, Wiggins, & Company LLC)
- C. 2020 4<sup>th</sup> Quarter Year End Tourism Report  
(Stevie Kearse, Executive Director Rolla Area Chamber of Commerce)

**III. OLD BUSINESS**

- A. **Ordinance** authorizing the Mayor to execute an agreement with the Missouri Department of Corrections for renewal of work release program. (City Engineer Darin Pryor) **Final Reading**
- B. **Ordinance** authorizing the Mayor of the city of Rolla, Missouri to execute an agreement with Shelter Planners of America. (City Administrator John Butz) **Final Reading**
- C. **Ordinance** extending the COVID emergency proclamation (City Administrator John Butz)  
**Final Reading**

**IV. NEW BUSINESS**

- A. **Ordinance** amending Sections 27-61 & 27-62 of the City Code relating to seatbelt usage.  
(Police Chief Sean Fagan) **First Reading**
- B. **Motion** Authorizing a Corporate Hangar lease with Mr. Gary Henderson  
(City Administrator John Butz) **Motion**
- C. **Resolution** Adopting the Phelps County Multi-Jurisdiction Natural Hazards Mitigation Plan  
(Fire Chief Ron Smith) **Motion**
- D. **Ordinance** Approving DCM Holdings Subdivision (City Planner Tom Coots)-  
**First Reading**

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

- A. **Motion** Awarding Bid for Public Works Building and an **Ordinance** Authorizing the Mayor to Enter into an Agreement with Alexander Construction  
(City Engineer Darin Pryor) **Motion/First Reading**
- B. **Motion** Awarding Bid for 2021 Surface Sealing Parking Lots and an **Ordinance** Authorizing the Mayor to Enter into an Agreement with Pierce Asphalt, LLC  
(City Engineer Darin Pryor) **Motion/First Reading**
- C. **Motion** Awarding Bid for SplashZone Slide Renovation (Parks Director Floyd Jernigan)  
**Motion**

**VI. MAYOR/CITY COUNCIL COMMENTS**

- A. **Motion** Reappointing Mr. Walt Bowe to the Planning and Zoning Commission (Jan. 2025) -  
**Motion**

**VII. CITIZEN COMMUNICATION**

- A. Open Citizen Communication

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

**IX. CLOSED SESSION**

Pursuant to Section 610.021(3) RSMo. City Council will discuss the following issues in Closed Session:

- A. Personnel

**X. ADJOURNMENT**

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: John Butz, City Administrator**

**ACTION REQUESTED: Public Hearing/Resolution**

**ITEM/SUBJECT: Oak Tree (Diamond) Apartments Renovation-MHDC Tax Credits**

**BUDGET APPROPRIATION: N/A**

**DATE: March 15, 2021**

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**COMMENTARY:**

The 80 unit Oak Tree Apartments off Forum Dr. is an affordable housing rental project built in 1994 and partially underwritten by MHDC (MO Housing Development Commission) through tax credits. Approaching 30 years in age, the project applied for and has received a commitment for MHDC rehabilitation tax credits. The Rolla IDA approved a Resolution of Intent to issue tax-exempt bonds (up to \$6,000,000) in 2019 contingent on MHDC approval. IDA revenue bonds are secured by an obligation of the owner through rental income (no financial obligation by the City or IDA). The development team will review this project. MHDC and IRS requirements for tax-exempt financing requires a public hearing prior to adoption of a resolution.

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

A RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ROLLA, MISSOURI FOR A HOUSING PROJECT.

WHEREAS, the City of Rolla, Missouri (the "City") authorized the creation of The Industrial Development Authority of the City of Rolla, Missouri (the "Authority") pursuant to Chapter 349 of the Revised Statutes of Missouri; and

WHEREAS, the City has been advised that the Authority intends to issue its housing revenue bonds in a principal amount not to exceed \$6,000,000 for the purpose of making a loan to Diamond Apts Rolla MO, LP, a Missouri limited partnership (the "Borrower"), to finance a portion of the costs of the acquisition and rehabilitation of an approximately 80-unit qualified residential rental project under Section 142 of the Internal Revenue Code of 1986, as amended (the "Code") located at or about 2005 Forum Drive in the City, currently known as "Oak Tree Apartments," to be renamed "Diamond Apartments"; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council held a public hearing on March 15, 2021 with respect to the issuance of bonds by the Authority to finance the above project after notice was published on the City's official web site on March 2<sup>nd</sup>, 2021 as documented on the attached Exhibit A; and

WHEREAS, Section 147(f) of the Code requires that the issuance of the bonds be publicly approved by the governmental unit on behalf of which the bonds are to be issued, which approval may be by the elected legislative body.

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

**Section 1:** The issuance of not to exceed \$6,000,000 principal amount of housing revenue bonds by the Authority for the purpose of making a loan to the Borrower to finance a portion of the costs of the acquisition and rehabilitation of an approximately 80-unit qualified residential rental project under the Code located at or about 2005 Forum Drive in the City, currently known as "Oak Tree Apartments," to be renamed "Diamond Apartments," is in the best interests of the City, and is hereby approved in accordance with the requirements of Section 147(f) of the Code.

**Section 2:** The approval does not impose any liability on the City but is an accommodation by the City to satisfy the requirements of Section 147(f) of the Code. The City expressly does not warrant the creditworthiness of the bonds or guarantee, in any way, the payment of the bonds. No moneys of the City will be pledged or applied to the repayment of the bonds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 15<sup>TH</sup> DAY OF MARCH 2021.

APPROVED:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

**EXHIBIT A**

**Website Postings Screenshots**

**See Attached**

## NOTICE OF PUBLIC HEARING

Public notice is hereby given that the Rolla City Council will hold a public hearing in the Council Chambers at City Hall, 901 N. Elm Street, Rolla, Missouri 65401, on Monday, March 15, 2021, commencing at 6:30 p.m., regarding the proposed issuance by The Industrial Development Authority of the City of Rolla, Missouri (the "Authority") of its housing revenue bonds in the maximum principal amount of not to exceed \$6,000,000, for the purpose of financing a portion of the costs of the acquisition and rehabilitation of an approximately 80-unit qualified residential rental project under Section 142 of the Internal Revenue Code located at or about 2005 Forum Drive in the City of Rolla (the "City"), Phelps County, Missouri currently known as Oak Tree Apartments, to be renamed Diamond Apartments (the "Project"), the owner and operator of which will be Diamond Apts Rolla MO, LP, a Missouri limited partnership.

The hearing will be open to the public. All interested persons may attend the hearing and will have an opportunity to express their views with respect to the Project, including the location and nature of the proposed facilities and the issuance of bonds by the Authority to pay the costs thereof. Written comments with respect to the Project may also be submitted to the undersigned prior to the hearing. Additional information regarding the proposed Project and the bond issue may be obtained in advance of the hearing from the undersigned. The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in public meetings. Persons needing an accommodation must notify the City, by telephone or in writing, no later than five days prior to the hearing to allow adequate time to make needed arrangements.

Dated this   2   day of March, 2021.

John Butz, City Administrator  
The City of Rolla, Missouri  
901 N. Elm Street  
Rolla, Missouri 65401

## **NARRATIVE DESCRIPTION Oak Tree Apartments, Rolla**

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Please consider the enclosed primary accelerated credit application a formal request for 4% credits in the amount of \$341,880 (federal) and \$165,000 (state) for the referenced 80-unit 1994 tax credit syndicated family preservation project located in Rolla, MO. Additional sources include a bond construction loan in the amount of \$5,879,037 bearing interest of 3% amortized over 35 years for a term of 15 years. This model contemplates pricing of the credits at \$.885 and \$.680



### **Overview**

This 80 unit preservation project will result in the rehabilitation of existing residential units and an office/maintenance building. This project was originally funded by MHDC in 1994. This application is supported by a preservation letter issued by MHDC. This development has operated well beyond the required 15 year compliance period and its major products/systems/and finishes have exceeded their useful life period. Short of an award of 2020 credits, this development owner will request to opt out of the affordability period and these family units will be removed from the affordable program.

### **Development Characteristics/Community Impact:**

This proposed 80 unit preservation project is located in a **qualified census tract** at 2005 Forum Drive in Rolla, Phelps County, MO. The site is located in a concentrated area of multi-family developments mixed with single family and light commercial in the northeastern portion of Rolla. Forum Dr. is a well-traveled north/south connector street offering high marketing visibility. History has proven that this development maintains high occupancy rates with very little investment in advertising. It is only in recent past that the occupancy levels have dropped due to financial constraints limiting the ability to update the units to marketable condition.

The proposed renovations will result in an immediate improvement to the outdated unit interiors. Some of the interior improvements include in-unit washer/dryer equipment, a dishwasher, and a 2<sup>nd</sup> full bath in the 3

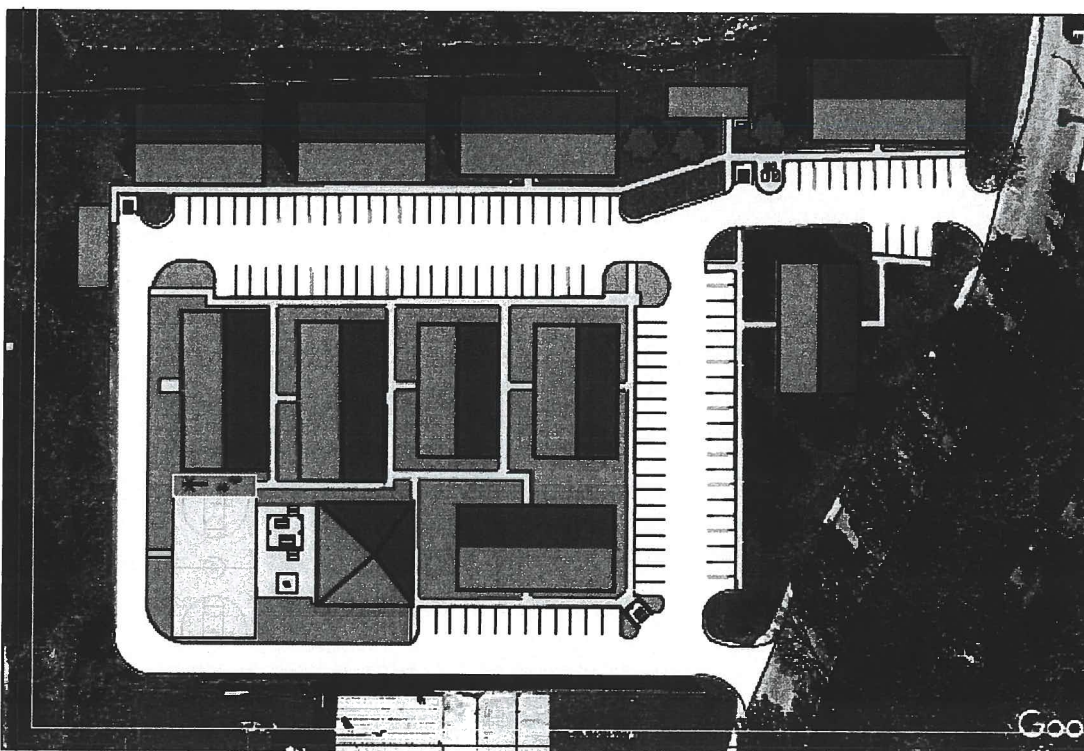
I.A.5.

bedroom units. Common area improvements include an outside shelter, playground, picnic area, a water splash feature for the children, a dog park, and updated community space.

The Physical Needs Assessment fully supports the need for preservation. It has been determined through this assessment that most of the major products and systems have met or exceeded their useful life expectancy and must be replaced. Roofs and windows desperately need to be replaced. Both are allowing rain to enter the units.

Overall the age of this 25-year-old development and the outdated amenities play a key role in the diminished effectiveness that it has in the current market place. If it were not for the preservation dollars offered through the Low Income Housing Tax Credit program and accompanying tax exempt bonds, this development will be converted to market rate housing thereby removing 80 affordable family units from the Rolla community.

Local construction trades will be given the opportunity to participate in this \$3.2MM contract. Local suppliers will be used to generate local sales tax. Locals will be hired at a wage of \$15 per hour to manage and maintain the development once constructed.



### **Market Study Characteristics Proving Need**

Post-rehab, rental rates for two-bedroom units will range from \$345-\$595 mo and three- bedroom units will range from \$395-\$675 mo.

The market analyst notes several units are in poor condition resulting in an elevated vacancy rate.

In 2018 the total number of renter households in the PMA was 7,734. The majority of renter households are concentrated in the lowest income cohorts with 68% of renter households earning \$40,000 or less.

Approximately 29.8% of the households in the QCT had incomes below the poverty level.

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The comparable properties reported vacancy rates on average of 0.8%

The proposed 2 bedroom rents at 50% AMI offer a 37.5% rent advantage

The proposed 3 bedroom rents at 50% AMI offer a 40.0% rent advantage

The proposed 2 bedroom rents at 60% AMI offer a 25.0% rent advantage

The proposed 3 bedroom rents at 60% AMI offer a 25.0% rent advantage

The overall capture rate is 5.1%.

There are 1,578 renter households that income-qualify to reside at the property.

### **Supportive Services**

This family housing plan provides a unique multi-family rental plan to the Rolla community that combines affordable rent with life-enrichment supportive services. This development team believes a housing plan should include more than bricks and mortar. For this vulnerable population of low-income residents who live a paycheck away from homelessness, we believe in providing support services on site that will empower individuals living in poverty, promote social and community connections, and encourage self-sufficiency as residents age in place.

The residents will be served by RAOK service coordination staff located in the spacious clubhouse. RAOK will make services available to each resident through posted hours in the clubhouse, printed literature, and personal interaction. A detailed service plan has been included.

### **Development Team Characteristics:**

The development team consists of professionals with many years of experience in all facets of affordable housing development. Not only is the development team formidable, most are either MBE or WBE owned and operated enterprises.

3 Diamond Development, with over 20 years of experience in affordable housing, will serve as the Developer and General Partner. 3 Diamond Development has assembled a team of experienced professionals to bring this transaction to a successful close. Many are qualified MBE and WBE companies.

(WBE) HRM Services, LLC, Debra Giffin Sole Member, serves as the development consultant and property manager. Ms. Giffin has over 20 years of experience in affordable housing development, construction management, and property management. Currently HRM provides affordable housing services to over 3500 units in the Midwest. The firm has extensive experience with the low-income housing tax credit and HOME financing programs.

(WBE) Holden Law Offices; Natalie Riley, Managing Member, brings years of Rural Development program experience to the team as she has closed numerous RD deals over the years. Mrs. Riley's experience is invaluable as we continue to preserve Missouri's aged affordable housing.

(MBE) Midwest Land Title and its principals offer knowledge and experience in real estate closings, escrow and construction disbursements, title searches and examinations.

(MBE) Thurman Brooks, CPA, has been providing cost certification/accounting services to the affordable housing industry for nearly five years.

J.A.M

(MBE) Walquist Engineering has been providing survey and engineering services to various Missouri developers with a reputation for solid performance.

### **Housing Priorities**

Preservation in a QCT

### **Economic Impact**

Senior projects are an especially wise use of tax dollars because of Medicaid savings as a result of reduced nursing home use. We only wish we could give a value to the quality of life and then the number (the savings) would be off the chart. Following COVID please at least consider what more senior LIHTC units would have meant to our seniors. We are proposing to build 36 senior units. Of those, 40% of seniors are detoured from nursing homes due to special services, home health services afforded our tenants. Thus, 9 or 10 units annually will utilize our apartments vs. a Medicaid-funded nursing home bed. The average annual nursing home costs the state \$29,871 per bed. Conversely, the annual LIHTC allocation per apartment is \$7,773. The difference is a staggering \$22,098 per unit. Multiplying this savings by 15 units shows an annual savings to the state of \$331,470. LIHTC with services, fair housing and universal design makes aging in place possible. The concept is simple, but so necessary to quality of life and staying at home which translates to the majority of our seniors staying in their apartments for an extended period of time – ages of 80 to 85 is easily achievable.

This same Medicaid savings can be demonstrated for other segments of our population many of which are handicapped and/or on disability. We have hundreds of LHITC units that are providing affordable housing to homeless, handicap and/or disabled persons. Most of which are living on welfare supplemented by Medicaid.

### **Community Impact**

Rolla has a proven need for affordable housing units as is supported by the enclosed market study and by city and state letters of support included with this application. Also of note is the strong wait lists referenced on adjoining properties.

This housing plan not only provides much needed shelter to Rolla citizens but also the services needed to support their plan for success.

Local construction trades will be given the opportunity to participate in this \$3.2MM contract. Local suppliers will be used to generate local sales tax. Locals will be hired at a wage of \$15 per hour to manage and maintain the development once constructed.

### **Financial Feasibility:**

Our application includes a commitment for construction financing from Dwight Capital in the amount of \$3,120,000 and an IDA Resolution in the principal amount not to exceed \$6,000,000. Tax credit equity and the TE Bond perm loan provide the long-term financial needs of the redevelopment. This development qualifies under the Preservation and QCT priorities and is thereby eligible for the 30% boost in eligible basis.

MHEG is committed to accelerated federal pricing of \$.885 and \$.68 and 10 year stream pricing of \$.885 and \$.58

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## **Narrowing the Digital Divide**

This development team contemplates the HUD Broadband Rule wherein HUD requires the installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing. The development plan includes installation of Cat6 cabling to meet the HUD rule.

## **Readiness To Proceed**

Architectural Plans are currently 70% complete and the development team is on standby and ready to make the Oak Tree preservation project a priority. **The development team feels confident that upon receiving a Conditional Commitment from MHDC we can move this project to a successful construction closing in 180 days or less.**

## **Closing**

Our development team understands the Commission's request to bring development costs in at the lowest possible level. We have what we believe to be a comprehensive rehab scope while keeping the construction costs at a reasonable level of \$39,900 per unit and total development costs at \$102,487 per unit.

We certainly understand that MHDC during their review of the various applications, and in its effort to fund as many projects as possible may find it necessary to use the resources at its disposal as those resources dictate. We therefore understand and agree to any funding structure that allows for a feasible 2020 funding of this application.

This development team and the city of Rolla look forward to your favorable response to this application.



10/23/2020

## Scope of Work

Project: **DIAMOND APTS.**  
 Owner: 3 diamond development ll.  
 Contractor: TBD  
 Funding: MHDC  
 Architect Job #: 3809 Agency Job#: TBD

**Property Summary:**  
 Address: 2005 Forum Drive, Rolla MO 65401  
 County: Phleps  
 Approx. Year Constructed: 1995  
 Total Rentable Units: 80  
 Bldg. Type: 2-story, 8-plex, walk-up  
 Number of Bldgs.: 11  
 Approx. # of parking space: 120  
 Acres: 4.5  
 Office Phone: 573-364-3030  
 Manager: Kara Koons

**Unit Summary:**

Type	Quantity	sqft ±	Bedrooms	Bathrooms	sf Totals
2br	40	731	2	1	29,240
3br	40	905	3	2	36,200
					rentable sf 65,440
Community Bldg.	1	2,120			common sf 2,120
					total sf 67,560

**Scope of Work with Estimated Cost:**

Work Item:	Quantity	Est. Unit Costs:	Est. Cost:	Notes
<b>Site Work:</b>				
Provide asphalt parking and drive repair as needed (3,200 SF x 5%)		3,004	3,004	
Seal asphalt drive and parking areas		7,900	7,900	
Stripe parking lot after repair and seal (verify color of acc. spaces & cross walk with municipality) (114 Typ.+ 6 Acc. spac Spaces		1,044	1,044	
Install Accessible reserve parking signage (6)		600	600	
Remove and replace existing project monument sign and treated wood post at each entrance		1,500	1,500	
Provide landscaping per allowance		3,322	3,322	
Provide overall finish grading & reseed disturbed areas, provide positive drainage away from all buildings 5% sope min. for first 10'-0" (Install downspout leaders as required)		0	0	
Remove existing and install vinyl dumpster enclosure (per site plan & site details)		14,950	14,950	
Trim existing trees withing 10'-0" of bldgs; clean up existing yard waste		0	0	
Remove existing and install new pedestal mounted mailboxes and concrete pads w 2% max. slope in any direction. Size as required for accessible approach		15,000	15,000	
Demo existing swimming pool, concrete deck, and associated pumps. Cap utilities.		4,000	4,000	
Demo 1/2 of existing tennis court and install new playground w/ surface mulch, edge protection & park bench (3 pieces of equipment)		8,000	8,000	
Seal 1/2 of existing tennis court, stripe for basketball, install (1) new goal & park bench		10,000	10,000	
Install new playground including 2 pieces of equipment, fall protection surface and edging		2,000	2,000	
Install new splash pad/park area including 2 water features		0	0	
Install new 20' x 20' pavilion with accessible BBQ Grill, and 2 accessible picnic tables		12,000	12,000	
Install new 1,000 sf dog run incl.: chain-link fence w/gate, pet waste stations, park bench		8,000	8,000	
<b>Concrete:</b>				
Install 60" wide concrete sidewalks to public right-of-way and to create accessible routes		28,230	28,230	
Replace damaged sidewalks/curbwalks		25,000	25,000	
Construct wheelchair accessible curb ramps		8,000	8,000	
<b>Building Exteriors:</b>				
Remove existing and install new prefinished aluminum gutters, downspouts and splash blocks		14,700	14,700	
Remove existing and install new vinyl siding		82,500	82,500	
Remove existing and install new vinyl soffit and fascia		49,120	49,120	
Replace roofing with 30 year roof and add ridge vents		128,700	128,700	
Install additional blown-in attic insulation (R38- MIN)		23,451	23,451	
Replace metal entry doors: 45 min. door, frame, peep, threshold & hardware(deadbolt lever pass)		365	58,400	
Install apt. signage		70	56,500	

Remove existing and install new energy star vinyl windows	108,208	108,208
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**Interiors:**

Provide general demo; doors, trim, cabinets, plumbing, hvac, appliances, etc.	20,208	20,208
Remove existing and install new entry doors at Units; door, frame, peep hole (2 peep holes at UFAS Units), thresholds (provide accessible thresholds at UFAS Units) & hardware (oil rubbed bronze, deadbolt & lever handle hardware, strike plate and closer)	0	0
Remove and replace all interior doors per door schedule, includes frame & hardware (oil rubbed bronze, lever handle hardware, strike plate and hinges)	115,590	115,590
Install new doorstops (round wall mounted)	2	1,040
Remove and replace baseboard trim with white 5 1/4" primed white pine base	40,500	40,500
Remove existing and install new cultured marble window sills	0	0
Remove existing and install new wire shelving throughout	8,800	8,800
Provide drywall repairs/textures (match existing type, thickness and finish, walls and ceilings) (MR drywall at damp walls)	129,600	129,600
Provide painting at all interior walls, ceilings, doors (all 6 sides) and trim (low voc) (one color/one sheen)	81,000	81,000
Intall new vinyl plank flooring throughout	236,160	236,160
Remove existing and install new 1" vinyl mini-blinds	12,780	12,780
Remove and replace kitchen cabinets (base, wall, countertop, sink, plumb lines, faucet shut-offs, backsplash, side splash and c-shaped pull hardware)	226,400	226,400
Remove and replace bathroom vanity cabinets (base, countertop, sink, faucets and shut-offs)	17,600	17,600
Remove and replace, towel bars, shower rods, wall mounted toilet paper holders and vanity mirrors	30,753	30,753
Remove and replace refrigerators with energy star model		
Install new dishwawsher (energy star model)		
Remove existing and install new ranges (with grease shield at rear and side walls as required) (front control, self-cleaning style at all UFAS Units) provide and install anti-tip bracket at rear of all ranges	80 units complete	201,252
Remove existing and install new range hoods @ UFAS Units (match existing venting over range), install new micro-hoods @ typical units and provide countertop microwaves at UFAS Units		
Provide and install new clothes washer and dryer (front loading in UFAS Units)		

**HVAC:**

Remove existing and install new heat pumps and disconnects		
Install new (energy star) heat pumps (8.2 HSPF, 15.0 seer), disconnects and new line sets		
Remove existing and install new energy star digital thermostats (thermostats in UFAS Units shall be 44" Max. A.F.F.)		
Level existing concrete pads prior to installing new heat pumps	80 units complet	289,170
Remove existing and install new registers/diffusers/return grills		
Remove existing and install new bath exhaust fans & duct to exterior with energy star efficient fan (wire w/ bath light on timer switch)		
Clean existing HVAC ducts & plenums, verify duct size and air flow are appropriate for HVAC system		
Install new dryer box, duct and louver		

**Plumbing:**

Remove existing and install new comfort height toilets with water sense label (1.28 GPF) toilets w/ elongated bowl  
Remove existing and install new tub/showers, controls, water sense showerhead, diverter and drain at all tub/showers (provide handheld showerhead and roll in shower at UFAS Units)  
Install new 36" shower in 3-br Units, including water sense showerhead, diverter and drain  
Provide and install new dishwashers, kitchen and bathroom sinks, shut-offs, etc. (lavatory sink faucets are to be water sense labeled)  
Install new clothes washer boxes and water piping to existing water supply  
Install new plumbing as required for new dishwashers to be fully functional  
Replace yard hydrants  
Contractor to jet and video all sewer lines connecting buildings with public sewer and to submit a report to the owner & architect. Repair/replace lines if required per current building codes  
Remove existing and install new water heaters and disconnects  
Install downspout leaders as req'd to assure positive drainage away from bldgs.

80 units complete 381,254

**Electrical:**

Remove existing and install new switch and receptacle covers (white)  
Remove existing and install new energy star light fixtures and led bulbs  
Remove existing and install new GFCI outlets in kitchens, baths and exteriors  
Remove existing and install new hardwired smoke detectors with battery back up in each unit (install per manufacturers written instructions)  
Install new TV cable, phone and data lines at all living rooms and bedrooms (verify locations with owner)  
Remove existing and install new flush mount ceiling fan/light combos in all living rooms and bedrooms  
Install new speed control switch for ceiling fans in UFAS Units  
Provide new electrical circuit and receptacle for new dishwasher installations  
Provide new electrical circuit and receptacles for new washers and dryers  
Raise electrical receptacles in UFAS Units to be 15" min. to bottom of receptacle as required  
Remove and replace existing entry light and breezeway lighting, provide fixture submittal for approval with electrical submittal  
Install new hardwired smoke/strobe detector with battery back up and doorbell with a visually signaling device in (2) audio/visual units; install per manufacturers written instructions (see site plan for location of a/v units)

80 units complete 312,552

**Provide (4) UFAS Apt. (see also all general items above for typ. Apts.)**

General demo/construction for clearances  
Install new blocking and grab bars at the back wall and side wall of toilet  
Install new handheld showerhead with lever slide control, 60" flex hose and slide bar (bottom of slide bar at 48" a.f.f.)  
Install new remote switches for hood fan/light  
Install new pipe wrap at kitchen and bath sinks  
Install new wall-hung vanity sink and wall hung lav at bathroom per plans  
Reinstall electrical panel so that top breakers are below 48" a.f.f. as required  
Install new front loading, accessible, clothes washer and dryer

In all other pricing from above categories

**Community Bldg:**

General demo/reconstruction for clearances and reconfigured layout  
Remove existing and install new entry doors, including frame and accessible thresholds & acc. hardware

Replace interior doors per door schedule (include frame & hardware)  
Install new door stops (round wall mounted)  
Remove existing base trim and replace with new 4" vinyl base trim (color to be selected by owner)  
Provide painting at all interior walls, ceilings, doors (all 6 sides) and trim (low voc) (one color/one sheen)  
Provide drywall repairs/textures as needed (match adjacent wall finish)  
Install new vinyl plank flooring (waterproof) throughout bldg.  
Remove existing and install new vinyl energy star windows  
Replace window sills with new cultured marble sills and primed pine apron, repair existing drywall returns if damaged during sill replacement  
Install new countertop for computer workstations  
Remove and replace existing water heater and associated piping, electrical disconnect & drain pan  
Replace clothes washer boxes and associated piping  
Replace dryer boxes/vents  
Remove existing and install new comfort height toilets with water sense label (1.28 GPF) toilets w/ elongated bowl  
Replace vanity faucet with water sense labeled (1.28 gpm) lever type faucet and shut-off valve  
Replace bath vanities, (base and cultured marble countertop with integral bowl)  
Install new blocking and grab bars at the back wall and side wall of toilet  
New electrical switches and receptacle covers (white)  
Install new light fixtures with LED bulbs  
Provide & install new dishwasher @ kitchenette  
Provide & install new countertop microwave @ kitchenette  
Provide & install new energy star refrigerator @ kitchenette  
Provide & install new permanent folding table  
Provide & install new kitchenette cabinets (base, wall, countertop & new c-shaped pull hardware)  
Install new exit signs & emergency lighting  
Install hardwired strobe/smoke detectors with battery backup

In all other pricing from above categories

I.A.12

Bonds and Permits

Subtotal	24,182
Tax	2,802,970
	-

General Requirements	\$	166,727
Builders Overhead	\$	55,576
Builders Profit		166,727
<b>Total</b>	<b>\$</b>	<b>3,192,000</b>

per apt. cost 39,900

2/22/2021  
I.A.13







**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** Public Hearing/First Reading

**SUBJECT:** Amendment to the Major Thoroughfare Plan for the University Ave realignment

**MEETING DATE: February 1, 2021**

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**Public Notice:**

Public Notice - Notice of a public hearing has been published in the Phelps County Focus. Information is also available on the city website.

**Background:**

Missouri State Statute 89.460 and the Rolla City Codes Section 42.15 requires that any new road project either be approved as a part of a subdivision plat or shown on the adopted Major Thoroughfare Plan. While there is a plan to vacate some rights-of-way, replat lots, and formally dedicate the new right-of-way, the intent of the section is that projects such as the University Drive realignment should be in accordance with the adopted Major Thoroughfare Plan.

The University Drive realignment project is a part of the MoveRolla Major Transportation Strategy (developed in 2015) that the MoveRolla Transportation Development District is working to achieve. The TDD is responsible for other major projects such as the Kingshighway improvements, Highway 72 extension, and I-44 pedestrian bridge at University Drive.

The University Drive project has been considered since the MoveRolla Major Transportation Strategy in 2015. Planning and design work began in 2018. The designs for the project are nearly complete and the section process for the construction firm has begun.

**Comprehensive Plan:** The Comprehensive Plan was adopted in 2000 and updated in 2005. The Comprehensive Plan did include a Major Thoroughfare Plan. The Rolla West Master Plan was adopted as an element of the Comprehensive Plan in 2006. The Rolla West Master Plan included several proposed streets and roads which impacted the road network. The Major Thoroughfare Plan was revised in 2008.

The University Drive realignment project is not reflected in the adopted Major Thoroughfare Plan or other adopted plans.

**Discussion:** The Major Thoroughfare Plan is proposed to be amended to show the proposed alignment of University Drive and to remove the current alignment.

The realigned University Drive is proposed to be designated as an arterial road due to the interchange with I-44, limited access, level of anticipated level of traffic, and to conform to the MoDOT classification.

Approval of the amendment to the thoroughfare plan is the next step in the process for the project to remain in compliance with the letter and intent of the state statutes. Staff recommends approval of the amendment.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a public hearing on March 9, 2021 and voted 5-0 to adopt a resolution to approve the amendment and recommend the City Council also approve the amendment to the Major Thoroughfare Plan.

**Prepared by:** Tom Coots, City Planner

**Attachments:** Signed Planning and Zoning Commission Resolution, University Drive TDD Plan, Ordinance, Exhibit



**Pedestrian Bridge**  
 Provides a new and improved University Drive pedestrian bridge connection over I-44 for students that provides adequate width and ADA standards.



**Old University Drive**  
 Future pedestrian mall and new tunnel

**Roundabout**  
 The roundabout will improve traffic flow and improve safety for drivers, pedestrians and cyclists.

**Phelps Health**  
 Access will be improved on 13th Street from University Drive to the hospital.

**Connection to Phelps Health**

**New University Arrival District**  
 The new entrance will be a more defined and visually appealing entrance point to campus.



1.B.3

## RESOLUTION

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF ROLLA, MISSOURI ADOPTING AN AMENDMENT TO THE MAJOR THOROUGHFARE PLAN, A PART OF THE ROLLA 2020 COMPREHENSIVE PLAN UPDATE 2005 FOR THE UNIVERSITY DRIVE RE-ALIGNMENT AND RECOMMENDING ADOPTION OF THE SAME AMENDMENT BY THE CITY COUNCIL OF ROLLA, MISSOURI

**WHEREAS**, RSMo Chapter 89.300 – 89.490 grants third class cities the power to prepare, adopt, and amend a comprehensive plan, including a plan for major thoroughfares; and

**WHEREAS**, Sections 42.5 – 42.7 of the Rolla City Codes authorizes the Planning and Zoning Commission and the City Council to make and adopt a comprehensive plan, including a plan for major thoroughfares; and

**WHEREAS**, the Planning and Zoning Commission held a public hearing as required by Section 42.7 on March 9, 2021; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Planning and Zoning Commission of the City of Rolla, Missouri hereby adopts and recommends to the City Council for adoption, an amendment to the Major Thoroughfare Plan, a part of the adopted comprehensive plan, for the University Drive re-alignment project as shown in the attached exhibit.

**PASSED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ROLLA, MISSOURI THIS 9TH DAY OF MARCH, 2021.**



Don Brown, Chairman



Secretary

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE MAJOR THOROUGHFARE PLAN, A PART OF THE ROLLA 2020 COMPREHENSIVE PLAN UPDATE 2005 FOR THE UNIVERSITY DRIVE RE-ALIGNMENT**

**WHEREAS**, RSMo Chapter 89.300 – 89.490 grants third class cities the power to prepare, adopt, and amend a comprehensive plan, including a plan for major thoroughfares; and

**WHEREAS**, Sections 42.5 – 42.7 of the Rolla City Codes authorizes the Planning and Zoning Commission and the City Council to make and adopt a comprehensive plan, including a plan for major thoroughfares; and

**WHEREAS**, the Planning and Zoning Commission held a public hearing as required by Section 42.7 on March 9, 2021; and

**WHEREAS**, the Planning and Zoning Commission adopted a resolution to adopt the amendment to the Major Thoroughfare Plan, a part of the adopted comprehensive plan, for the University Drive re-alignment project as shown in the attached exhibit; and recommending the City Council also adopt said amendment; and

**WHEREAS**, the Rolla City Council, during its March 15, 2021 meeting, conducted a public hearing concerning the proposed amendment; and

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

**SECTION 1:** That the amended Major Thoroughfare Plan is hereby adopted and shall be included as part of the Rolla 2020 Comprehensive Plan Update, 2005 as required by Section 42-7 of the Rolla City Code, and attached hereto as EXHIBIT A and incorporated herein by reference thereto.

**SECTION 2:** That by adopting the amendment to the Major Thoroughfare Plan as part of the Rolla 2020 Comprehensive Plan Update, 2005 for the physical development of the City, a copy of said amendment shall be filed in the office of the City Clerk, City Hall, Rolla, Missouri.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 5TH DAY OF APRIL, 2021.**

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

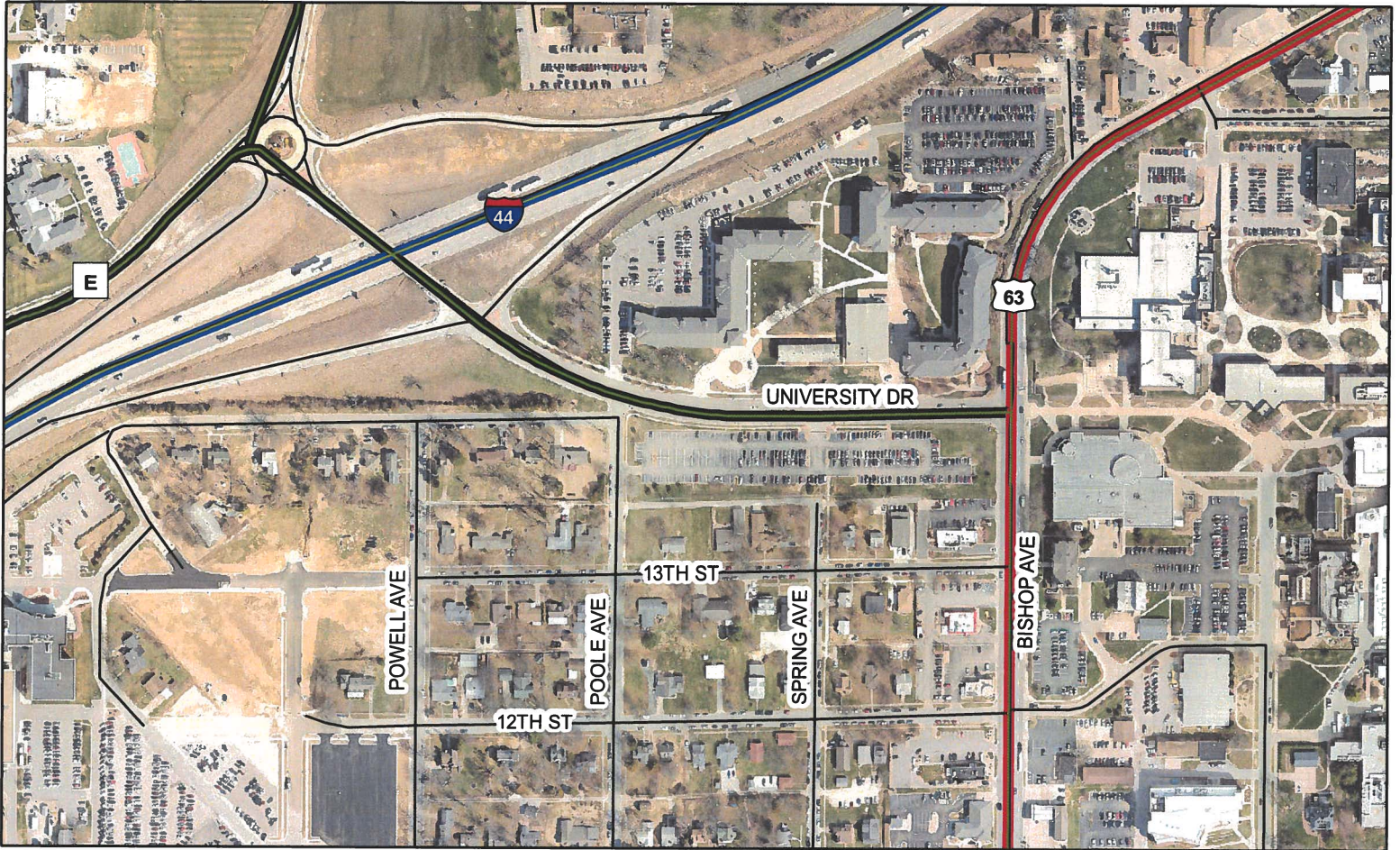
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

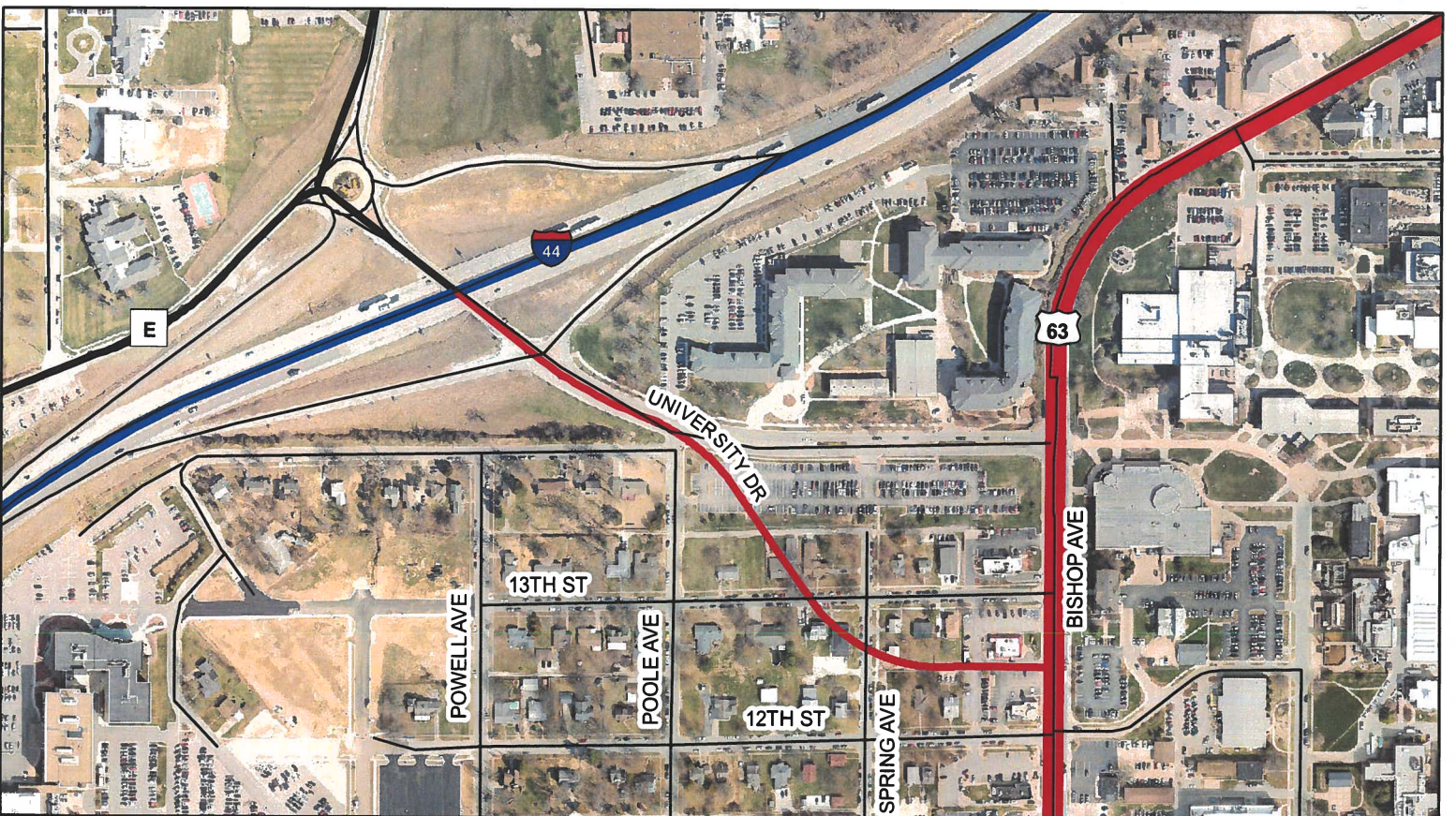
\_\_\_\_\_  
City Counselor

# MAJOR THOROUGHFARE AMENDMENT PLAN EXHIBIT

EXISTING



PROPOSED



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPT. HEAD:** Ron Smith, Fire Chief

**ACTION REQUESTED:** Presentation

**ITEM/SUBJECT:** Citizen Award – Judy Terry

**BUDGET APPROPRIATION:** N/A

**DATE:** March 15, 2021

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The City of Rolla Fire & Rescue in conjunction with the City of Rolla Police Department are pleased to present a Citizens Award to Judy Terry, American Red Cross of Rolla.

For the last 19 years, Judy has served as the Phelps County/City of Rolla Regional Volunteer for the American Red Cross. As part of her responsibilities with the Red Cross, Judy works to provide fire victims with hope after experiencing the tragedy of a fire.

Through the Red Cross, she works to provide housing, clothing, and food to each victim regardless of the circumstances.

She has responded and continues to respond to fires at all hours of night, in all weather conditions, for all types of people with many of them emotionally and physically injured.

She has shown compassion and made a noticeable impact for the Citizens of Rolla by also volunteering at the following organizations.

First Assembly of God – Shelter Food Service  
AARP Tax Aid Service – Volunteer  
Meals on Wheels – Volunteer  
Rolla Nutrition Site – Volunteer  
GRACE – Volunteer

It is with great honor we present to Ms. Terry a Citizen's Award through the gifting of Challenge Coins from the City of Rolla Fire & Rescue and the City of Rolla Police Department.

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ITEM NO. II.A.1





**ROLLA AREA CHAMBER OF COMMERCE  
AUDITED FINANCIAL STATEMENTS  
DECEMBER 31, 2020**

**Kean, Wiggins & Company, LLC  
Certified Public Accountants  
PO Box 876, 704 West 2<sup>nd</sup> Street  
Rolla, Missouri 65402**

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# KEAN, WIGGINS & COMPANY<sup>LLC</sup>

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of  
Rolla Area Chamber of Commerce

We have audited the accompanying financial statements of the Rolla Area Chamber of Commerce (a non-profit organization), which comprise the statement of assets, liabilities, and net assets-modified cash basis as of December 31, 2020, the statement of revenues, expenses, and other changes in net assets-modified cash basis and related statement of activities and cash flows-modified cash basis for the year then ended, and related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Rolla Area Chamber of Commerce as of December 31, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with the modified cash basis of accounting The Rolla Chamber of Commerce uses described in Note 1.

## **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Rolla Area Chamber of Commerce and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Rolla Area Chamber of Commerce's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing

standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Rolla Area Chamber of Commerce's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Rolla Area Chamber of Commerce's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

#### **Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The statement of assets, liabilities, and net assets, statement of revenues, expenses, and other changes in net assets and related statement of activities and cash flows for both the Chamber and the Motel Tax funds on pages 15-20 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

#### **Basis of Accounting**

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

*Kean, Wiggins & Company, LLC*

Kean, Wiggins & Company, LLC  
Rolla, Missouri  
February 22, 2021

## **BASIC FINANCIAL INFORMATION**

**ROLLA AREA CHAMBER OF COMMERCE  
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-MODIFIED CASH BASIS  
AS OF DECEMBER 31, 2020**

<b>Assets</b>	<b>December 31, 2020</b>
Current Assets	
Cash	\$ 369,926
Accounts Receivable	20,862
Total Current Assets	390,788
Property and Equipment	
Furniture and Fixtures	14,848
Equipment	9,915
Leasehold Improvements	89,343
Less: Accumulated Depreciation	(14,311)
Total Property and Equipment	99,795
Total Assets	\$ 490,583
<b>Liabilities and Net Assets</b>	
Current Liabilities	
Accounts Payable	\$ 645
Accrued Sick Leave Payable	18,242
Current Portion of Long Term Liability	10,524
Payroll Tax Liabilities	7,125
Prepaid Dues and Income	6,958
Total Current Liabilities	43,494
Long Term Liability	
Remodel Loan	9,051
Total Liabilities	52,545
Net Assets	
Net Assets Without Donor Restrictions	438,038
Net Assets With Donor Restrictions	-
Total Net Assets	438,038
Total Liabilities and Net Assets	\$ 490,583

**ROLLA AREA CHAMBER OF COMMERCE**  
**STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS-MODIFIED CASH BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2020**

Without Donor Restrictions	<u>Year Ended</u> <u>December 31, 2020</u>
<u>Revenues</u>	
Membership Dues Income	\$ 119,303
Motel Tax Income	226,917
Advertising Income	20,235
Bank Interest Income	913
Events Income	82,583
Rent Income	4,350
Special Events Income	15,952
Miscellaneous Income	25,557
Total Revenues	495,810
<u>Expenses</u>	
Program Expenses	
Advertising & Brochures	31,802
Building & Grounds	14,411
Cleaning Service	3,000
Directory	5,459
Events	61,349
Grants	1,750
Land Payment	25,550
Miscellaneous	12,548
Payroll	234,991
Promotion	5,954
Rent	2,400
Scholarship	19,725
Signage	13,000
Travel and Meetings	4,080
Utilities	5,623
Total Program Expenses	441,642
Administrative Expenses	
Accounting & Legal Services	9,250
Depreciation Expense	5,803
Dues and Subscriptions	6,395
Insurance	8,145
Insurance-Health	40,397
Office Equipment	9,945
Office Supplies	18,535
Telephone	2,704
Total Administrative Expenses	101,174
Total Ordinary Expenses	542,816
Net Ordinary Increase in Net Assets	(47,006)
Other Revenue	
Grant Revenue	81,038
PFTF Military Affairs and Dues	4,800
Total Other Income	85,838
Other Expenses	
PFTF (Phelps For the Fort)	1,552
Total Other Expenses	1,552
Net Other Income	84,286
<b>Change in Net Assets Without Donor Restrictions</b>	<b>37,280</b>
Net Assets at Beginning of Year	400,758
Net Assets at End of Year	\$ 438,038

**ROLLA AREA CHAMBER OF COMMERCE  
STATEMENT OF ACTIVITIES AND CASH FLOWS-MODIFIED CASH BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

	<u>December 31, 2020</u>
<u>Cash Flows from Operating Activities</u>	
Change in Net Assets	\$ 37,280
Adjustments to Reconcile Change in Net Assets to	
Net Cash Provided by Operating Activities	
Depreciation	5,803
(Increase)Decrease in Accounts Receivable	23,414
(Increase)Decrease in Prepaid Expenses	3,399
Increase (Decrease) in Accounts Payable	(2,210)
Increase (Decrease) in Accrued Liabilities	(63,185)
Net Cash Provided (Used) by Operating Activities	<u>4,501</u>
 <u>Cash Flows from Investing Activities</u>	
(Increase) Decrease in Property & Equipment	<u>(22,755)</u>
Net Cash Provided (Used) by Investing Activities	(22,755)
 <u>Cash Flows from Financing Activities</u>	
Payments on Long Term Debt	<u>(11,118)</u>
Net Cash Provided (Used) by Financing Activities	<u>(11,118)</u>
 <b>Net (Decrease) Increase in Cash and Cash Equivalents</b>	 (29,372)
 Cash and Cash Equivalents at Beginning of Year	 <u>399,298</u>
 Cash and Cash Equivalents at End of Year	 <u><u>\$ 369,926</u></u>



**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Business**

The Rolla Area Chamber of Commerce is a Missouri nonprofit corporation exempt from income tax under Section 501(c)(6) of the Internal Revenue Code. Its purpose is to support and promote business in the Rolla area. The Rolla Area Chamber of Commerce solicits public and private contributions and dues to fund the Organization. The Motel Tax Fund receives motel tax income from the City of Rolla to promote tourism in the Rolla area.

**Cash and Cash Equivalents**

The Chamber of Commerce considers all highly liquid investments with a maturity of three months or less when purchased to be cash. Cash and cash equivalents consist of checking and money market accounts.

**Method of Accounting**

The financial statements of the Rolla Area Chamber of Commerce have been prepared using the modified cash basis of accounting whereby revenue is recognized when received and expenses are recognized when paid or when the obligation is incurred.

**Property and Equipment**

Property and equipment expenditures with an estimated useful life in excess of one year are capitalized. Property and equipment is valued at cost, or if donated, the approximated fair value at the date of donation.

Fixed assets consisted of the following as of December 31, 2020:

Leasehold Improvements	\$ 89,343
Furniture and Fixtures	14,848
Equipment	9,915
Less: Accumulated Depreciation	<u>(14,311)</u>
	<u>\$ 99,795</u>

Depreciation of property and equipment is calculated on the straight-line basis over the estimated useful lives of the assets. The useful lives by asset classification are:

Leasehold Improvements	39 years
Furniture and Equipment	7 years
Equipment	7 years

Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation are removed from the account and any gain or loss is included in income or expense.

**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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**Income Taxes**

The Rolla Area Chamber of Commerce is exempt under Section 501(c)(6) of the Internal Revenue Code. While the Organization is generally exempt from income taxes, it is subject to taxes on unrelated trade or business income and on excess lobbying expenses. For the year ended December 31, 2020, the Organization did not incur taxes for unrelated trade or business income.

*FASB Accounting Standards Codification 740.10, Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement 109*, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Organization may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. Examples of tax positions include the tax-exempt status of the Organization and various positions related to the potential sources of unrelated business taxable income (UBIT). The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has greater than 50 percent likelihood of being realized upon ultimate settlement. There were no unrecognized tax benefits identified or recorded as liabilities for the year ended December 31, 2020.

The Organization files forms 990 in the U.S. federal jurisdiction. The Organization is generally no longer subject to examination by the Internal Revenue Service for years before 2017.

**Estimates**

The activities of the Chamber requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. The Chamber estimates the use of its employees' time between regular Chamber of Commerce activities and Tourism activities in order to allocate payroll between the two.

**Donated Services**

The Organization receives a significant amount of donated services from unpaid volunteers who assist in fund-raising and special projects. No amounts have been recognized in the statement of activities because the criteria for recognition under have not been satisfied.

**Employee Benefit Plans**

The Chamber maintains a Simple IRA retirement plan for all employees meeting certain eligibility requirements. Under provisions of the plan, the Chamber matches employee voluntary salary reduction plan contributions up to 3% of the employee's salary. The Chamber's contributions under this plan for the year ended December 31, 2020 were \$4,197.

**Financial Statement Presentation**

The Chamber is required to report information regarding its financial position and activities according to two classes of net assets: net assets without restrictions and net assets with restrictions.

**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as an increase in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of revenues, expenses, and other changes in net assets.

As of December 31, 2020, the Chamber had no net assets with donor restrictions.

**Contributions**

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions of the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Organization provides for potentially uncollectible amounts through bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual receivables. Balances still outstanding after management has used reasonable collection efforts are charged to the allowance for doubtful accounts and a credit to the applicable accounts receivable. An allowance at December 31, 2020 was not considered necessary as all receivables were considered fully collectible.

**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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**Fundraising Costs**

Fundraising costs are expensed as incurred. Fundraising costs, also known as events expense, for the year ended December 31, 2020 were \$61,349.

**Advertising Costs**

Advertising costs are expensed as incurred. Advertising cost for the year ended December 31, 2019 were \$31,802.

**Accrual of Compensated Absences**

Employee unused sick leave hours can be carried forward to a subsequent year. An estimated accrual of these hours are included in the financial statements. The balances as of December 31, 2020 was \$18,242.

Unused employee vacation hours not used by year end can not be carried forward.

**Functional Expenses**

Expenses are charged directly to program or support based on a combination of specific identification and allocation by management.

**Subsequent Events**

Subsequent events have been evaluated through February 26, 2021, which is the date the financial statements were available to be issued.

**2. AVAILABILITY AND LIQUIDITY**

The Organization's goal is generally to maintain financial assets to meet 90 days of operating expenses. The following represents the Organization's financial assets at December 31:

	2020
Financial assets at year end:	
Cash and cash equivalents	\$ 369,926
Accounts receivable	20,862
Restricted cash and cash equivalents	-
Total financial assets	390,788
Less amounts not available to be used within one year:	
Net assets with donor restrictions	-
Financial assets available to meet general expenditures over the next twelve months	\$ 390,788

**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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**3. LONG-TERM CONTRACTS**

Beginning July 1, 1993, the City of Rolla, Missouri enacted a three percent (3%) motel tax on motel room occupancy within the city limits. The City of Rolla and the Rolla Area Chamber of Commerce entered into a contract in December 2009 whereby the Rolla Area Chamber of Commerce will manage the Visitor's Center and promote Rolla as a convention, visitor, and tourist center. This contract has been extended to December 31, 2024.

Payment for these services is ninety percent (90%) of the revenue derived from the three percent (3%) motel tax collected by the City of Rolla in order to manage the Visitor's Center and the Rolla Ranger Site and promote the Rolla area to tourists, convention planners, and other visitors. The contract requires the Rolla Area Chamber of Commerce to submit an annual budget and management plan to the Rolla City Council for approval.

**4. CONCENTRATIONS**

The revenue received from the contract with the City of Rolla accounts for substantially all of the total revenue of the Motel Tax Fund.

**5. LEASE AGREEMENT WITH THE CITY OF ROLLA**

The Rolla Chamber of Commerce entered into a lease agreement with the City of Rolla for 9.46 acres at Bridge School Road and Kingshighway to be used for a Rolla Area Visitor Center, Tourism Center and office. The term of the lease has been extended to December 31, 2024. The City of Rolla withholds an amount in escrow from the Motel Tax Fund to make an annual payment of \$25,550 in January of each year. In addition, the Chamber makes monthly payments of \$200 per month for the use of an office building on the premises.

Future minimum lease payments payable as of December 31, 2020 were as follows:

Year Ended December 31,	Payment for Land	Payment For Office
2021	25,550	2,400
2022	25,550	2,400
2023	25,550	2,400
2024	25,550	2,400
Total	<u>\$ 102,200</u>	<u>\$ 9,600</u>

**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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**6. LEASE AGREEMENT FOR RENTAL SPACE**

In June 2020, the Chamber entered into a lease agreement with a local organization to rent out one of its offices for \$150 per month. This one year lease will expire in June 2021.

**7. NOTE PAYABLE**

On February 15, 2018 the Chamber of Commerce entered into a note agreement with a local bank in order to partially fund their remodel project. The total amount borrowed was \$50,100. At December 31, 2020 the outstanding principal on the note amounted to \$19,575. The note carries an interest rate of 3.45%, with minimum monthly payments of \$910, and officially matures on February 15, 2023. However, the loan is likely to be paid off in 2022 due to the extra funds paid toward the loan each month above the minimum monthly amount due. This loan and associated assets are not collateralized.

Estimates of maturities of long-term debt are as follows:

<u>Year Ending December 31:</u>	
2021	10,524
2022	9,051
2023	<u>0</u>
	\$ 19,575

**8. TRANSFER OF FUNDS**

In January 2020 \$42,542 in funds were transferred from the Chamber fund to the Tourism fund. This resulted in a decrease in net assets of \$42,542 in the Chamber fund and increase of \$42,542 in net assets in the Tourism fund.

**9. SUBSEQUENT EVENTS**

Subsequent events have been evaluated through February 22, 2021, which is the date the financial statements were available to be issued.

The Organization adopted a capitalization policy in January 2021 that will allow all assets with a useful life of over one year and a cost of over \$1,000 to be capitalized and depreciated accordingly.

**ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

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In February 2021 the Organization was granted a \$23,205 loan under the Paycheck Protection Program "PPP" administered by a Small Business Administration (SBA) approved partner. The loan is uncollateralized and is fully guaranteed by the Federal government. The Organization has initially recorded the loan as a refundable advance and will subsequently recognize the funds as grant revenue in accordance with guidance for conditional contributions; that is, once the measurable performance or other barrier and right of return of the PPP loan no longer exists.

## **SUPPLEMENTARY INFORMATION**



**ROLLA AREA CHAMBER OF COMMERCE-CHAMBER  
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-MODIFIED CASH BASIS  
AS OF DECEMBER 31, 2020**

**Assets**

	<b>2020</b>
Current Assets	
Cash	\$ 182,189
Accounts Receivable	2,044
Due From Motel Tax Fund	12,486
Total Current Assets	196,719
 Total Assets	 \$ 196,719

**Liabilities and Net Assets**

Current Liabilities	
Accounts Payable	\$ 645
Accrued Sick Leave Payable	5,239
Payroll Tax Liabilities	7,125
Other Current Liabilities	6,958
Total Current Liabilities	19,967
 Net Assets	
Net Assets Without Donor Restrictions	176,752
Net Assets With Donor Restrictions	-
Total Net Assets	176,752
 Total Liabilities and Net Assets	 \$ 196,719

**ROLLA AREA CHAMBER OF COMMERCE-CHAMBER  
STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS-MODIFIED CASH BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

Without Donor Restrictions	<u>2020</u>
<u>Revenues</u>	
Advertising Income	\$ 20,235
Ambassadors Income	1,951
Bank Interest Income	557
Banquet Income	30,475
Golf Tournament Income	23,920
Luncheon Income	28,188
Membership Dues Income	119,303
Miscellaneous Income	1,165
Scholarship Income	19,100
Special Events Income	13,332
Total Revenues	<u>258,226</u>
<u>Expenses</u>	
Program Expenses	
Advertising	6,565
Ambassador	5,429
Banquet Expense	26,275
Directory	5,459
Golf Tournament	9,066
Luncheon	11,799
Membership Relations	352
Miscellaneous	9,914
Payroll	99,294
Rent	2,400
Scholarship	19,725
Special Events	8,290
Travel and Meetings	1,900
Utilities	479
Total Program Expenses	<u>206,947</u>
Administrative Expenses	
Accounting & Legal Services	4,670
Dues and Subscriptions	2,700
Insurance	3,840
Insurance-Health	18,263
Office Equipment	4,979
Office Supplies	10,991
Telephone	257
Total Administrative Expenses	<u>45,700</u>
Total Ordinary Expenses	<u>252,647</u>
Net Ordinary Increase in Net Assets	5,579
Other Revenue	
PFTF Military Affairs and Dues	4,800
Total Other Income	<u>4,800</u>
Other Expenses	
PFTF (Phelps For the Fort)	1,552
Total Other Expenses	<u>1,552</u>
Net Other Income	<u>3,248</u>
<b>Change in Net Assets Without Donor Restrictions</b>	<b>8,827</b>
Net Assets at Beginning of Year	210,467
Transfer to Tourism Fund	<u>(42,542)</u>
Net Assets at End of Year	<u><u>\$ 176,752</u></u>

**ROLLA AREA CHAMBER OF COMMERCE-CHAMBER  
STATEMENT OF ACTIVITIES AND CASH FLOWS-MODIFIED CASH BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

	<b>2020</b>
<u>Cash Flows from Operating Activities</u>	
Change in Net Assets	\$ (33,714)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities	
(Increase)Decrease in Accounts Receivable	1,002
(Increase)Decrease in Prepaid Expenses	3,399
(Increase)Decrease in Due From Tourism	512
Increase (Decrease) in Accounts Payable	645
Increase (Decrease) in Accrued Sick Leave Payable	(920)
Increase (Decrease) in Payroll Tax Liabilities	616
Increase (Decrease) in Other Current Liabilities	<u>(63,550)</u>
Net Cash Provided (Used) by Operating Activities	(92,010)
<b>Net (Decrease) Increase in Cash and Cash Equivalents</b>	(92,010)
Cash and Cash Equivalents at Beginning of Year	<u>274,199</u>
Cash and Cash Equivalents at End of Year	<u><u>\$ 182,189</u></u>

See accountant's report and notes to financial statements.

**ROLLA AREA CHAMBER OF COMMERCE-MOTEL TAX FUND  
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-MODIFIED CASH BASIS  
AS OF DECEMBER 31, 2020**

**Assets**

	2020
Current Assets	
Cash	\$ 187,737
Prepaid Expenses	-
Accounts Receivable	18,819
Total Current Assets	206,556
Property and Equipment	
Leasehold Improvements	89,343
Furniture and Fixtures	14,848
Equipment	9,915
Accumulated Depreciation	(14,311)
Total Property and Equipment	99,795
Total Assets	\$ 306,351

**Liabilities and Net Assets**

Current Liabilities	
Accounts Payable	\$ -
Accrued Sick Leave Payable	13,004
Current Portion of Long Term Debt	10,524
Due to Chamber	12,486
Total Current Liabilities	36,014
Long Term Liability	
Remodel Loan	9,051
Total Liabilities	45,065
Net Assets	
Net Assets Without Donor Restrictions	261,286
Net Assets With Donor Restrictions	-
Total Net Assets	261,286
Total Liabilities and Net Assets	\$ 306,351

**ROLLA AREA CHAMBER OF COMMERCE-MOTEL TAX FUND**  
**STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS-MODIFIED CASH BASIS**  
**FOR THE YEAR ENDED DECEMBER 31, 2020**

Without Donor Restrictions	<u>2020</u>
<u>Revenues</u>	
Motel Tax Income	\$ 226,917
Bank Interest Income	356
Rental Income	4,350
Special Events Income	2,620
Miscellaneous Income	3,341
Total Revenues	<u>237,584</u>
 <u>Expenses</u>	
Program Expenses	
Advertising	22,800
Brochures	2,437
Building & Grounds	14,411
Cleaning Service	3,000
Grants	1,750
Land Payment	25,550
Miscellaneous	3,159
Payroll	135,697
Signage	13,000
Special Events/Promotion	5,521
Travel and Meetings	2,180
Utilities	5,144
Total Program Expenses	<u>234,649</u>
 Administrative Expenses	
Accounting & Legal Services	4,625
Depreciation Expense	5,803
Dues and Subscriptions	3,695
Insurance	4,305
Insurance-Health	22,134
Office Equipment	4,966
Office Supplies	7,545
Telephone	2,447
Total Administrative Expenses	<u>55,520</u>
Total Ordinary Expenses	<u>290,169</u>
Net Ordinary Increase in Net Assets	(52,585)
 Other Income	
Grant Revenue	81,038
<b>Change in Net Assets Without Donor Restrictions</b>	<u>28,453</u>
Net Assets at Beginning of Year	190,291
Transfer from Chamber Fund	42,542
Net Assets at End of Year	<u>\$ 261,286</u>

See accountant's report and notes to financial statements.

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**ROLLA AREA CHAMBER OF COMMERCE-MOTEL TAX FUND  
STATEMENT OF ACTIVITIES AND CASH FLOWS-MODIFIED CASH BASIS  
FOR THE YEAR ENDED DECEMBER 31, 2020**

	<b>2020</b>
<b><u>Cash Flows from Operating Activities</u></b>	
Change in Net Assets	\$ 70,995
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities	
Depreciaton	5,803
(Increase)Decrease in Accounts Receivable	22,411
Increase (Decrease) in Accounts Payable	(2,855)
Increase (Decrease) in Accrued Sick Leave Payable	669
Increase (Decrease) in Other Current Liabilities	(512)
Net Cash Provided (Used) by Operating Activities	96,511
 <b><u>Cash Flows from Investing Activities</u></b>	
(Increase) Decrease of Leasehold Improvements	(22,755)
Net Cash Provided (Used) by Investing Activities	(22,755)
 <b><u>Cash Flows from Financing Activities</u></b>	
Payments on Long Term Debt	(11,118)
Net Cash Provided (Used) by Financing Activities	(11,118)
 <b>Net (Decrease) Increase in Cash and Cash Equivalents</b>	 62,638
 Cash and Cash Equivalentents at Beginning of Year	 125,099
 Cash and Cash Equivalentents at End of Year	 \$ 187,737



# KEAN, WIGGINS & COMPANY LLC

February 22, 2021

CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of  
Rolla Area Chamber of Commerce

We have audited the financial statements of the Rolla Area Chamber of Commerce for the year ended December 31, 2020, and have issued our report thereon dated February 22, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 11, 2021. Professional standards also require that we communicate to you the following information related to our audit.

## Significant Audit Findings

### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Rolla Area Chamber of Commerce are described in Note 1 to the financial statements. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements was:

Management's estimate of the allocation of payroll between the Chamber and Tourism funds is based on the amount of time employees spend on these corresponding activities. We evaluated the key factors and assumptions used to develop the payroll allocations in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosures in notes three and four in which describe the Chamber's contract with the City of Rolla and the concentration of income from the motel tax.

The disclosure in note 8 which describes the transfer of funds from the Chamber to the Tourism fund.

The financial statement disclosures are neutral, consistent, and clear.

### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

*Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

*Management Representations*

We have requested certain representations from management that are included in the management representation letter dated February 22, 2021.

*Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with modified cash basis of accounting, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Directors of the Rolla Area Chamber of Commerce and is not intended to be, and should not be, used by anyone other than these specified parties.

*Kean, Wiggins & Company, LLC*

Kean, Wiggins & Company, LLC

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# Tourism Report

## 2020

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March 15, 2021

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Rolla Area Chamber of Commerce  
Authored by: Stevie Kears



visit  
Rolla

II C. I

# 2020 Tourism Report

The following is a report of the tourism efforts of the Rolla Area Chamber of Commerce for the 4<sup>th</sup> Quarter of 2020 and the year end (2020) benchmarks. The RACC has a contract for Tourism services with the City of Rolla. The information provided in this report reflects the services outlined in that contract.

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# Motel Tax Revenue & Expenses for 2020

## 2020 Tourism Budget

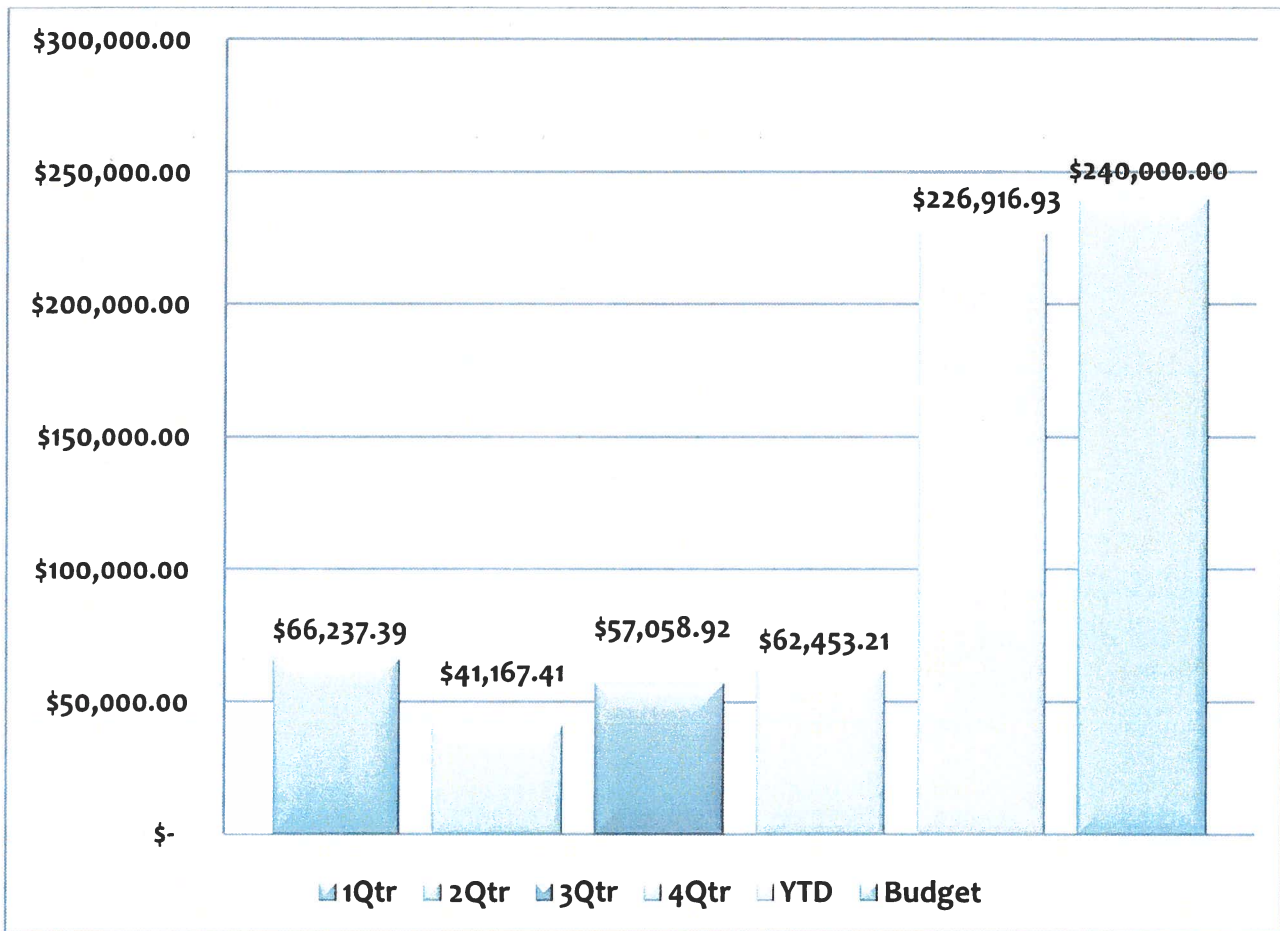
This budget was approved by the RACC Board of Directors. The chart outlines the budget compared to each quarter with year-end totals.

Tourism Income	Budget	Jan-Mar	Apr-June	July-Sept	Oct-Dec	YTD
Motel Tax	\$ 240,000.00	\$ 66,237.39	\$ 41,167.41	\$ 57,058.92	\$ 62,453.21	\$ 226,916.93
Interest	\$ 300.00	\$ 106.69	\$ 95.28	\$ 67.92	\$ 86.20	\$ 356.09
Special Events	\$ 8,000.00	\$ 2,920.00				\$ 2,920.00
<b>TOTAL</b>	<b>\$ 248,300.00</b>	<b>\$ 69,264.08</b>	<b>\$ 41,262.69</b>	<b>\$ 57,126.84</b>	<b>\$ 62,539.41</b>	<b>\$ 230,193.02</b>
<b>Tourism Expenses</b>						
<b>Building Expenses</b>						
Land Payment	\$ 25,550.00	\$ 6,387.39	\$ 6,387.39	\$ 6,387.39	\$ 6,387.39	\$ 25,549.56
Insurance - Buildings	\$ 1,518.00	\$ -	\$ -	\$ 1,925.59	\$ -	\$ 1,925.59
Interest on Remodel Loan	\$ 12,000.00	\$ 256.96	\$ 230.44	\$ 209.36	\$ 185.13	\$ 881.89
Maintenance, Landscaping	\$ 3,500.00	\$ 869.94	\$ 164.62	\$ 798.40	\$ 593.16	\$ 2,426.12
Building Reserve	\$ 5,400.00	\$ 1,350.00	\$ -	\$ -	\$ -	\$ 1,350.00
Cleaning Services	\$ 5,000.00	\$ 1,000.00	\$ 625.00	\$ 875.00	\$ 500.00	\$ 3,000.00
Utilities	\$ 5,500.00	\$ 1,322.08	\$ 1,000.75	\$ 1,648.16	\$ 1,172.76	\$ 5,143.75
<b>Operating Expenses</b>						
Accounting	\$ 5,000.00	\$ 2,975.00	\$ 500.00	\$ 650.00	\$ 500.00	\$ 4,625.00
Advertising	\$ 20,000.00	\$ 7,977.10	\$ 6,572.20	\$ 4,741.00	\$ 1,916.00	\$ 21,206.30
Banking Fees	\$ 50.00	\$ 34.11	\$ -	\$ -	\$ -	\$ -
Brochure	\$ 2,700.00	\$ 640.00	\$ -	\$ 1,797.41	\$ -	\$ 2,437.41
Tourism Partnership Grant	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ 750.00
Sports Grants	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Dues & Subscriptions	\$ 4,000.00	\$ 3,680.00	\$ -	\$ -	\$ 15.00	\$ 3,695.00
Insurance - Health/Life/MD	\$ 16,350.00	\$ 6,216.80	\$ 6,206.10	\$ 5,680.86	\$ 5,854.71	\$ 23,958.47
Insurance - General/Auto/Cyber	\$ 1,800.00	\$ 412.50	\$ 1,204.00	\$ -	\$ -	\$ 1,616.50
Insurance - D&O	\$ 613.00	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - Work Comp	\$ 915.00	\$ 473.25	\$ 87.00	\$ 303.75	\$ -	\$ 864.00
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Equipment Lease/Maint	\$ 6,500.00	\$ 2,037.01	\$ 1,120.97	\$ 1,134.68	\$ 673.74	\$ 4,966.40
Office Supplies	\$ 8,000.00	\$ 1,840.34	\$ 1,469.80	\$ 1,541.41	\$ 956.45	\$ 5,808.00
Postage	\$ 2,500.00	\$ 519.68	\$ 208.97	\$ 586.96	\$ 421.12	\$ 1,736.73
Professional Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage	\$ 12,000.00	\$ 4,000.00	\$ 3,000.00	\$ 4,000.00	\$ 2,000.00	\$ 13,000.00
Telephone	\$ 2,800.00	\$ 607.82	\$ 634.65	\$ 607.34	\$ 596.85	\$ 2,446.66
Travel & Meetings	\$ 2,500.00	\$ 1,118.03	\$ 531.02	\$ 330.05	\$ 201.17	\$ 2,180.27
Web Maintenance/E-Newsletter	\$ 3,500.00	\$ 417.70	\$ 585.93	\$ 728.67	\$ 803.43	\$ 2,535.73
<b>Payroll</b>						
Payroll/Taxes/Employee Retirement	\$ 135,600.00	\$ 30,459.89	\$ 32,464.80	\$ 35,000.41	\$ 37,772.37	\$ 135,697.47
<b>Other</b>						
Special Events/Promotion	\$ 4,000.00	\$ 3,502.15	\$ 520.00	\$ -	\$ 981.08	\$ 5,003.23
Special Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Education (Staff/Board)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hospitality	\$ 1,000.00	\$ 126.67	\$ 111.95	\$ 286.50	\$ -	\$ 525.12
Group Tour Service	\$ 7,000.00	\$ 2,500.00	\$ 100.00	\$ -	\$ -	\$ 2,600.00
Rolla Video/Photography	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tradeshaw Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL CASH OUT FLOW</b>	<b>\$ 297,046.00</b>	<b>\$ 80,724.42</b>	<b>\$ 65,475.59</b>	<b>\$ 69,232.94</b>	<b>\$ 61,530.36</b>	<b>\$ 276,929.20</b>
<b>CASH AT END OF PERIOD</b>	<b>\$ (48,746.00)</b>	<b>\$ (11,460.34)</b>	<b>\$ (24,212.90)</b>	<b>\$ (12,106.10)</b>	<b>\$ 1,009.05</b>	<b>\$ (46,736.18)</b>

## 2020 Motel Tax Revenues

This first chart outlines the Motel Tax income for each quarter, the year-end total, and a comparison to the budgeted amount for 2020. You will see that we ended the year \$13,083.07 short of the COVID revised budgeted income.

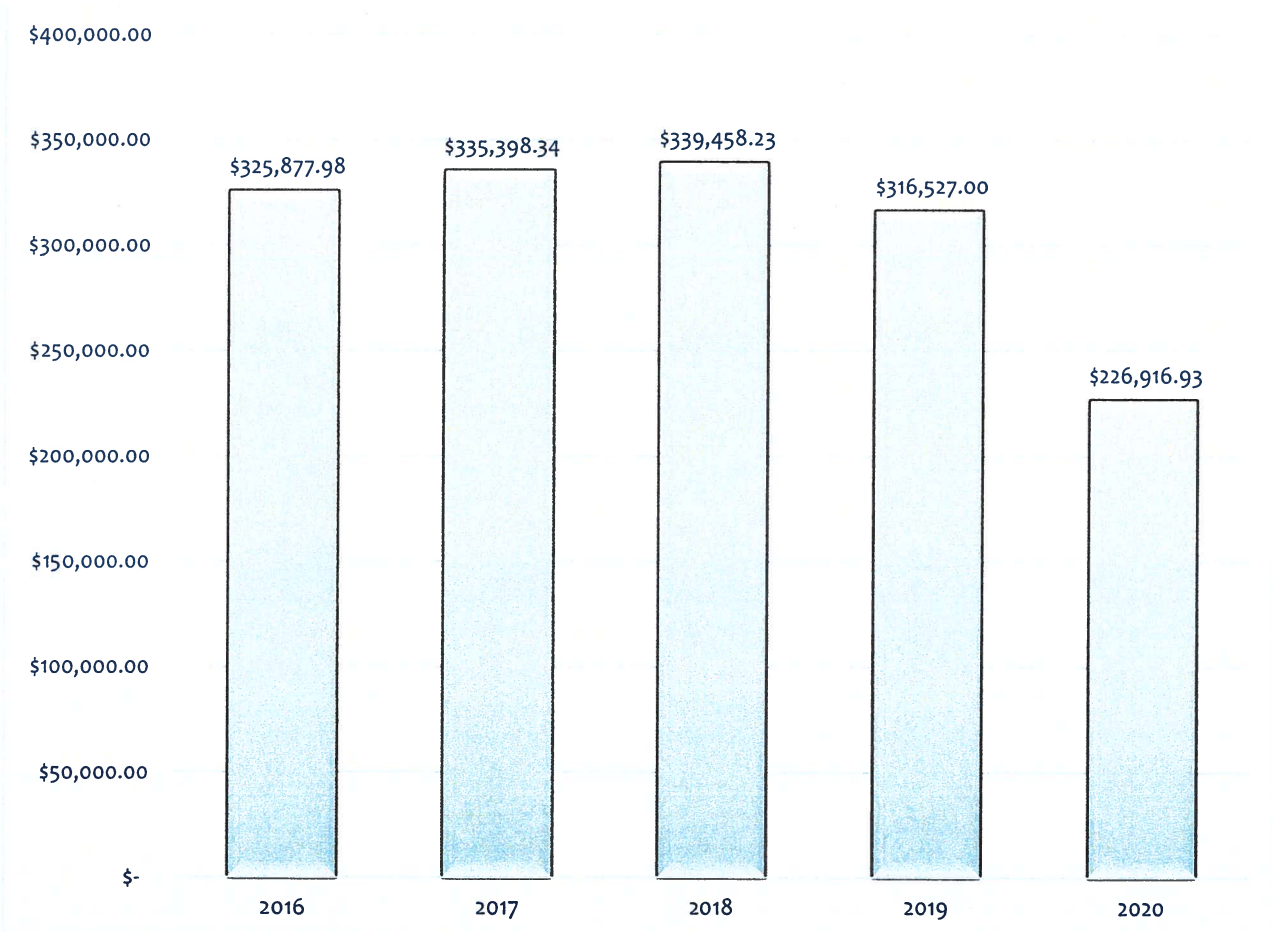
### 2020 Motel Tax Revenue – Quarter, Year End, Budget



This second chart compares year end Motel Tax income for the past 5 years. We have had a steady climb in revenue until 2019. However,

- we lost a hotel in 2017
- in 2018 we had several hotel stays of construction crews that were staying in the hotels with the construction of Hwy 72 and other projects, we didn't have these additional stays in 2019
- we have lost a few events that brought in hotel stays such as Project Lead the Way
- one event that still comes to Rolla with a lot of attendance and guests, Licking Summer Camps, continues to utilize more dorms and less hotels which impacts our Motel Tax dollars
- we also have more Air BnB's in the Rolla area that range from \$25-\$250/night. The tourism tax is not paid when someone stays in a local Air BnB.
- 2020's major decline was due to COVID.

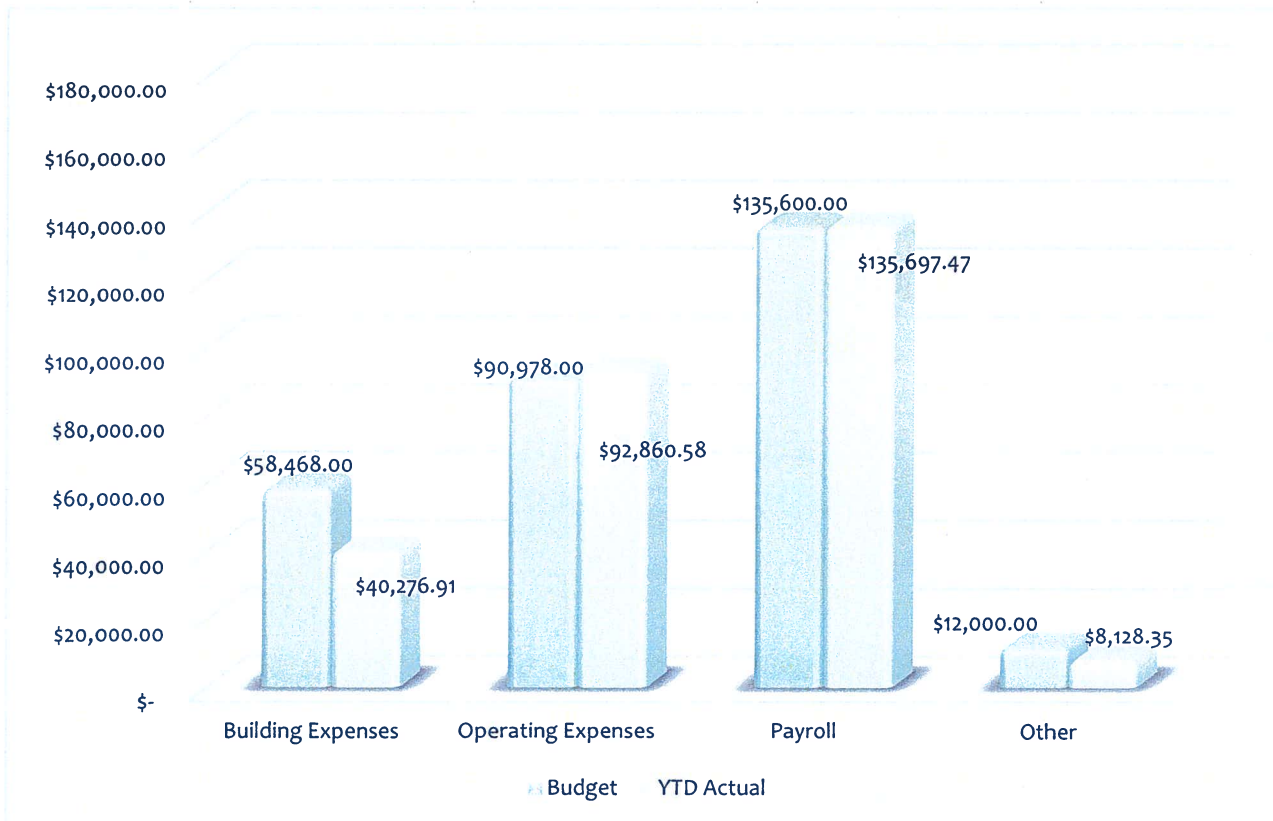
### Year End Motel Tax Revenue 2016-2020



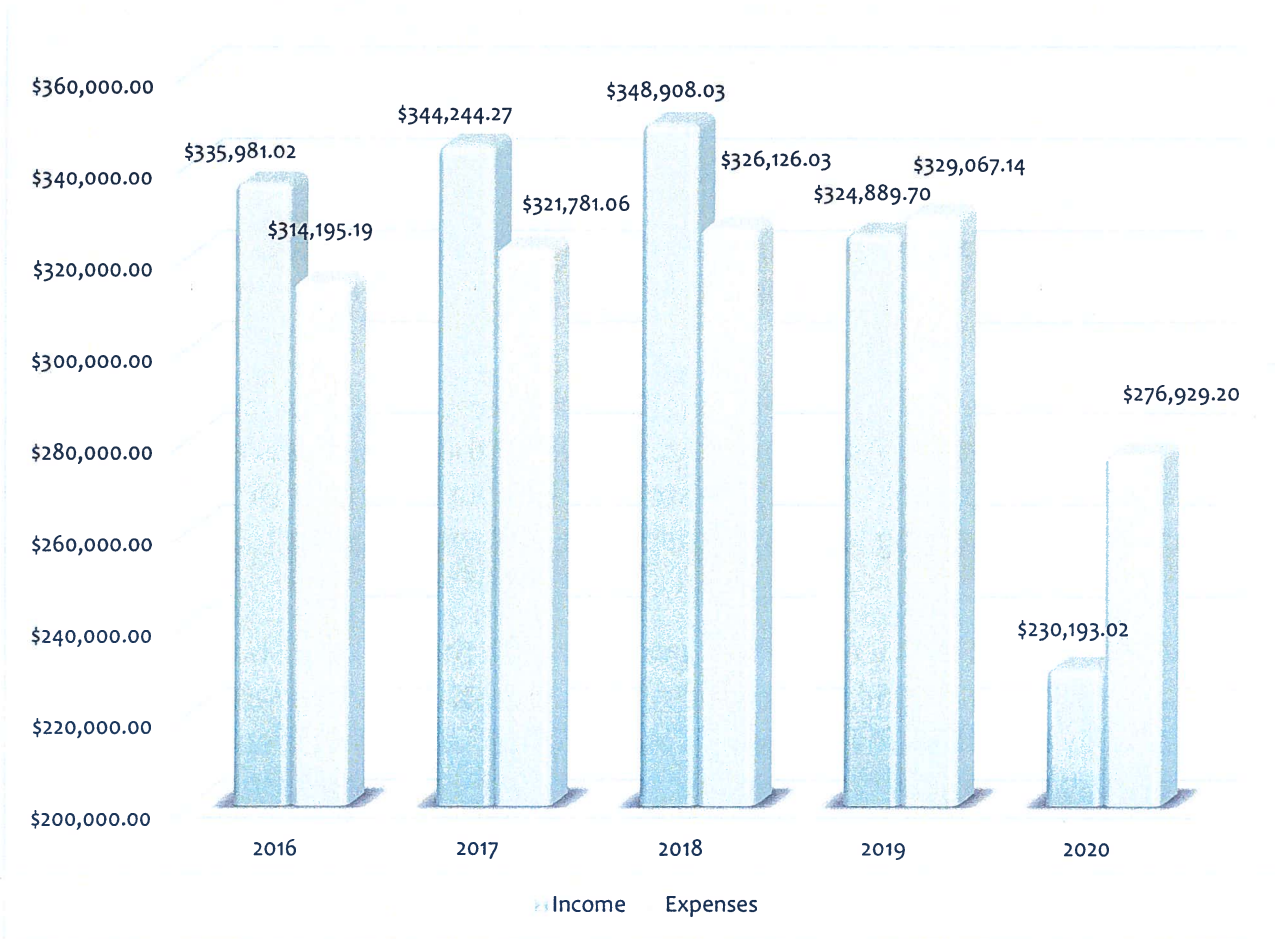
## 2020 Tourism Expenses

This first chart outlines the tourism expenses for 2020 and breaks them down into four categories; Building Expenses, Operating Expenses, Payroll, and Other Expenses. These expenses are then compared to the budgeted figures for the year.

### 2020 Tourism Expenses Budget vs. Actual



This second chart compares tourism income to expenses for the past five years.



## 2020 Tourism Marketing Efforts

The following detail will outline the marketing efforts for the 4<sup>th</sup> Quarter of 2020. This detail includes projects that we have worked on, tourism related events, advertisements, tourism partnership grants, sports tourism grants, and land/building maintenance work.

### Tourism Related Events/Projects

**Brochure Delivery** – Each month, our staff delivers local brochures (Visitor Guides, maps, directories, etc.) to area hotels, real estate offices, City Hall and the Court House.

**Great Race** – This event was originally scheduled for June 2020, then later rescheduled for August 25. As the event got closer to the date, it was eventually rescheduled for June 22, 2021. The Rolla stop will be a lunch stop at Di Trapani's and we will use the large parking lots on the back side of Benton Square to park the race cars.

**Show Me Strong Grant** – We applied for grant funding through the Show Me Strong Destination Marketing Organization Funding Program. These are federal funds administered by the Missouri Division of Tourism (MDT) and do not require a match, but they are subject to review by the state, based on the guidance issued by the U.S. Treasury. Funds may be used for marketing efforts directly related to COVID-19 response, safety equipment purchases, and payroll. We were awarded \$81,037.95 which was broke out into three installments.

**Downtown Dishes & Drinks** – This is a signature event of RDBA but our office assisted them with distributing marketing materials for the event, as well as promoted the event through our channels, and sold tickets at our office.

**Explore the Fort** – Our Tourism Director, Aimee Campbell, serves on this committee to attract military families to the neighboring communities. They recent put together a regional brochure.

**FLW Holiday Block Leave (Baskets)** – In coordination with the Phelps for the Fort Committee, we put together 4 community baskets to be awarded to the military members who stayed on base during Christmas. These baskets were awarded during their on base Christmas events. The baskets included items from the following businesses: Sybill's, Red Door, Peace of Mind, Alex's Pizza, Front Porch, Just Delicious, The Popcorn Corner, Soda & Scoops, Elissa's at Benton Square, and St. James Winery.



**Give Christmas** – Our office once again organized the annual Give Christmas program and provided Christmas presents to more than 100 families in the area.

## Marketing Efforts

### Radio

- **Morning Mayor** – every Wednesday we are a guest on the Morning Mayor Show on Results Radio, 99.7 FM. This gives us an opportunity to talk about Tourism events/attractions/businesses in the area. We always promote the various ways that listeners can get additional information on things happening in the area.

### Social Media

We use our social media platforms of Facebook and Instagram to promote tourism related events, attractions and businesses in the area. Social Media is a great platform to inform people about everything going on in the area with little to no expense. It also allows us an avenue to share photos and videos.

- **VisitRolla Facebook** – We ended 2020 with 2758 followers. Here is a snapshot of our Facebook activities during 2020.

	Posts	Reach	Engagement	Shares
January	10	18952	3328	122
February	6	3606	126	10
March	10	26664	3320	233
April	12	17372	2879	66
May	9	4275	372	15
June	7	3925	328	25
July	11	3764	158	18
August	10	9316	1223	45
September	5	1596	65	2
October	6	2836	183	19
November	7	1814	122	2
December	13	4893	218	11
<b>TOTAL</b>	<b>106</b>	<b>99013</b>	<b>12322</b>	<b>568</b>

- **VisitRolla Instagram** – We launched our Instagram page in February of 2018. Our followers continue to grow. We ended 2020 with 884 followers.

	Posts	Likes	Comments
January	4	99	2
February	3	513	0
March	5	138	0
April	3	77	3
May	2	17	0
June	2	64	4
July	5	45	1
August	1	13	0
September	6	243	0
October	7	257	0
November	4	178	0
December	8	526	3
TOTAL	50	2170	13

- **Explore the Fort Facebook Page** – we can post content on this Facebook page that was created by the Sustainable Ozark Partnership (SOP) to promote the communities outside of the base. This page currently has 772 followers.

### Text Alerts

- **ROLLA (57838)** – We started our Text Alerts at the end of February 2019. This method of communication continues to grow with our followers. If you text the word ROLLA to 57838, you will be added to our list. We periodically promote events happening in the area and drive traffic back to our website for more information. We currently have 191 people subscribed to this service.

### Billboards

We have two billboards along I-44. One is East Bound and the other one is West Bound.



## E-Newsletter

- **The Source** – this is our e-newsletter that is sent out to 1440 subscribers. This newsletter is emailed out at the first of each month and highlights events happening during the month. Anyone can subscribe to this newsletter by going to [visitRolla.com](http://visitRolla.com).

## Print

Our focus with print media is to reach as many audiences as possible but also to establish relationships with these publications to encourage additional media coverage of our attractions in the area.

During the fourth quarter, we advertised in the following magazines:

- We placed a quarter-page ad in the Sept/Oct and Nov/Dec issues of Missouri Life.
- A banner ad in Missouri Life's weekly e-newsletter.
- We place a quarter-page ad in the fall and winter issues of Show Me Missouri magazine.

## Ad Samples of the 4<sup>th</sup> Quarter

visitRolla  
visitrolla.com

Route 66, wineries,  
live theater,  
and more!

See what you're missing at  
[VisitRolla.com](http://VisitRolla.com)

Rolla Area Chamber of Commerce & Visitor Center

Rolla the source

Your Source for Rolla Happenings & Events

Leach Theatre Presents: Ryan & Ryan

Back by popular demand! Ryan & Ryan is a dynamic trio that blends classic and contemporary music into an electrifying concert experience. From Bachman-Turner Trio to Genesis to Billy Joel, Dana and Brian Ryan will once again combine their talents on the Leach Theatre stage to create a dazzling blend of old and new sounds.

Ryan & Ryan is a growing act with audiences of all generations. Their inventiveness, infectiousness, skill and generosity of the stage has created engaging performances. To sum it up, they make music that makes.

Saturday, January 23, 2020 7:30 pm  
Leach Theatre  
Tickets: Adults \$35, Youth \$20  
[More Information](#)

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Ozark Actors Theatre Presents: Murder Mystery

OAT presents a Murder Mystery Dinner Show Sunday, February 23, 2020. The event takes place at United Episcopal Church. Dinner of \$55 per person for a 4-course meal and wine, and passed appetizers.

Tickets are \$55 per person. Each ticket includes a four-course meal, wine, 15% off if you are interested in purchasing 2 seats please email [info@oat.org](mailto:info@oat.org).

[More Information](#)

## Grants

The Rolla Area Chamber of Commerce has two grant programs available, the Tourism Partnership Grant and the Sports Tourism Grant; both are funded by motel tax dollars. The purpose of these grants is to attract visitors from outside a 50-mile radius and encourage overnight stays in Rolla motels. Funds are awarded on a first-come, first-serve basis according to budget. Grant funds can be used for any aspect of the event. Both grants are reimbursement grants; funds will be disbursed once applicant has submitted a final report.

Due to Motel Tax being drastically impacted by COVID, no grants were awarded.

## Land/Building Issues

**Semi-Annual Pest Spray** – In the fall we had the buildings and grounds sprayed for the semi-annual pest spray.

## Benchmarks

The following reports include the performance benchmarks that were outlined in the contract between the City of Rolla and the Rolla Area Chamber of Commerce.

The benchmarks include:

- Motel Tax collected compared to prior years,
- Rolla Sales Tax collected compared to prior years,
- Number of visitors to the Visitor Center compared to prior years,
- Number of hits on the tourism website compared to prior years,
- Impact of tourism grants for a year (visitors/night stays),
- Hotel/Motel Occupancy Report (Average Daily Rate, Occupancy, Financial),
- Advertising Outline and Impact (Print, Radio, Web, Social Media, Billboards),
- Website Stats, Visitor Center Stats, Gross Retail Sales Tax.

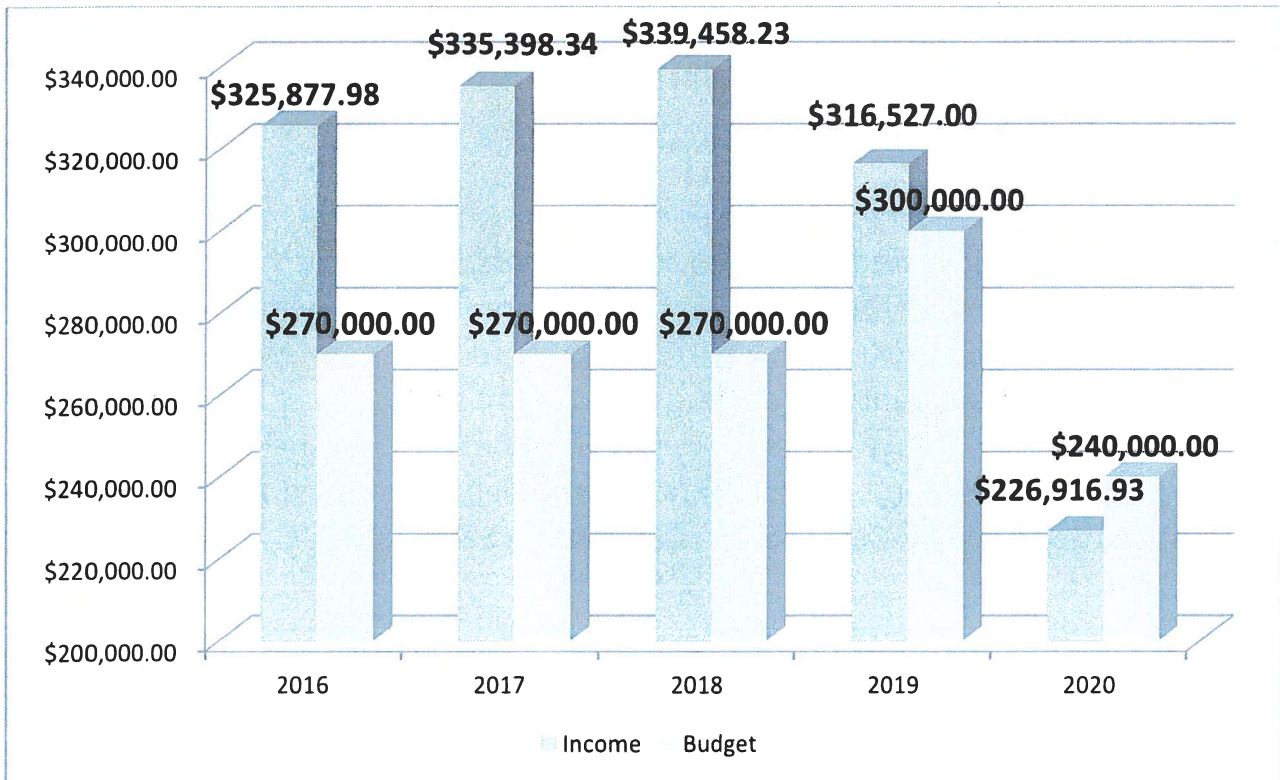
## Motel Tax Performance

This report reflects 90% of the motel tax that is collected by the City of Rolla. The additional 10% of the collected tax is kept by the City for tourism related services and administration fees.

This chart shows the five-year comparison of Motel Tax income vs the budgeted amount expected. The RACC Board of Directors has purposely budgeted conservative income amounts. We have been fortunate throughout the years to have strong income from the motel tax.

2020 changed everything for everyone. Motel Tax income was drastically impacted by lack of travel and events. We will see the monetary effects of COVID into the 2021 financials as well, so our Board of Directors is continuing to budget conservatively.

## Motel Tax Income vs. Budget



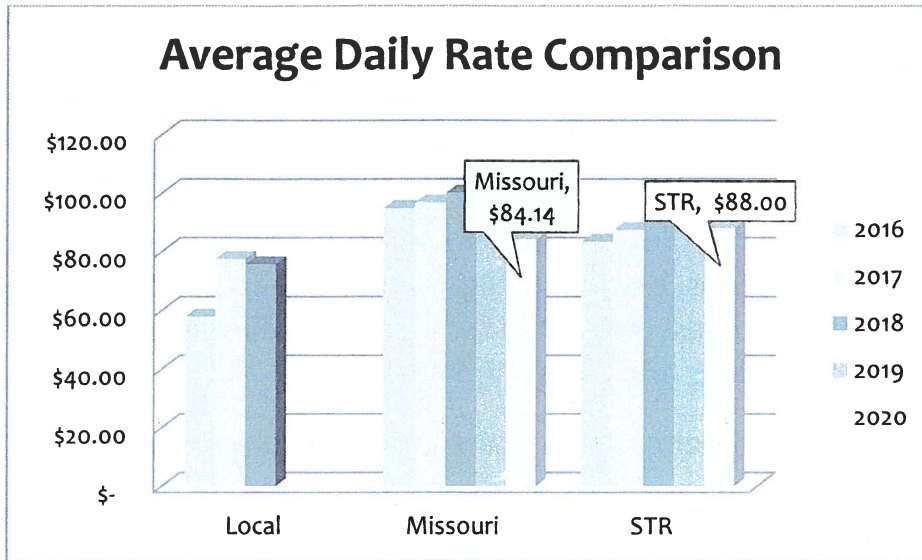
## Lodging Performance

This data is compiled from two different resources: Smith Travel Research (STR), and the City of Rolla. STR is a service that we pay for, and the chain hotels report their figures to this service. This is a trusted source for the reported information as hotels will use this data to track their performances and compare it to their competitors. STR provides the information reported from our local hotels, however we don't know the names of who is reporting what information. STR also provides the information for the state as well. The information that the City of Rolla collects from local hotels is compared to the information collected from STR.

This first chart reflects a comparison of the Average Daily Rate reported locally, the state average and the information collected from local hotels on the STR report.

We do not have the local information at the time of this report for 2020. However, with the information that we collected from STR, you can see that the ADR for the Rolla hotels is only \$4.00 higher than the state average for 2020.

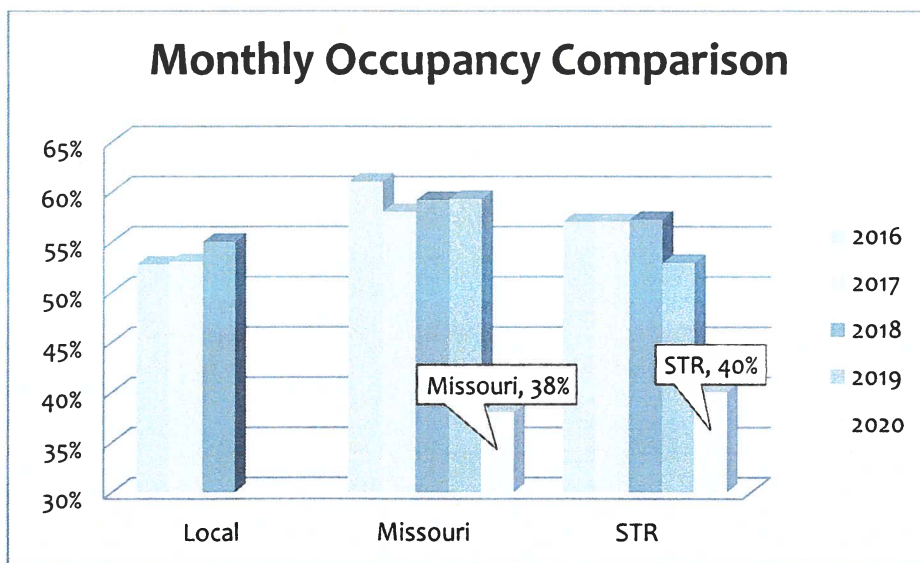
## Average Daily Rate Comparison



This next chart reflects a comparison of the Monthly Occupancy reported locally, the state average and the information collected from local hotels on the STR report.

We do not have the local information at the time of this report for 2020. However, with the information that we collected from STR, you can see that the Occupancy rate for 2020 is in line with the whole state.

## Monthly Occupancy Comparison



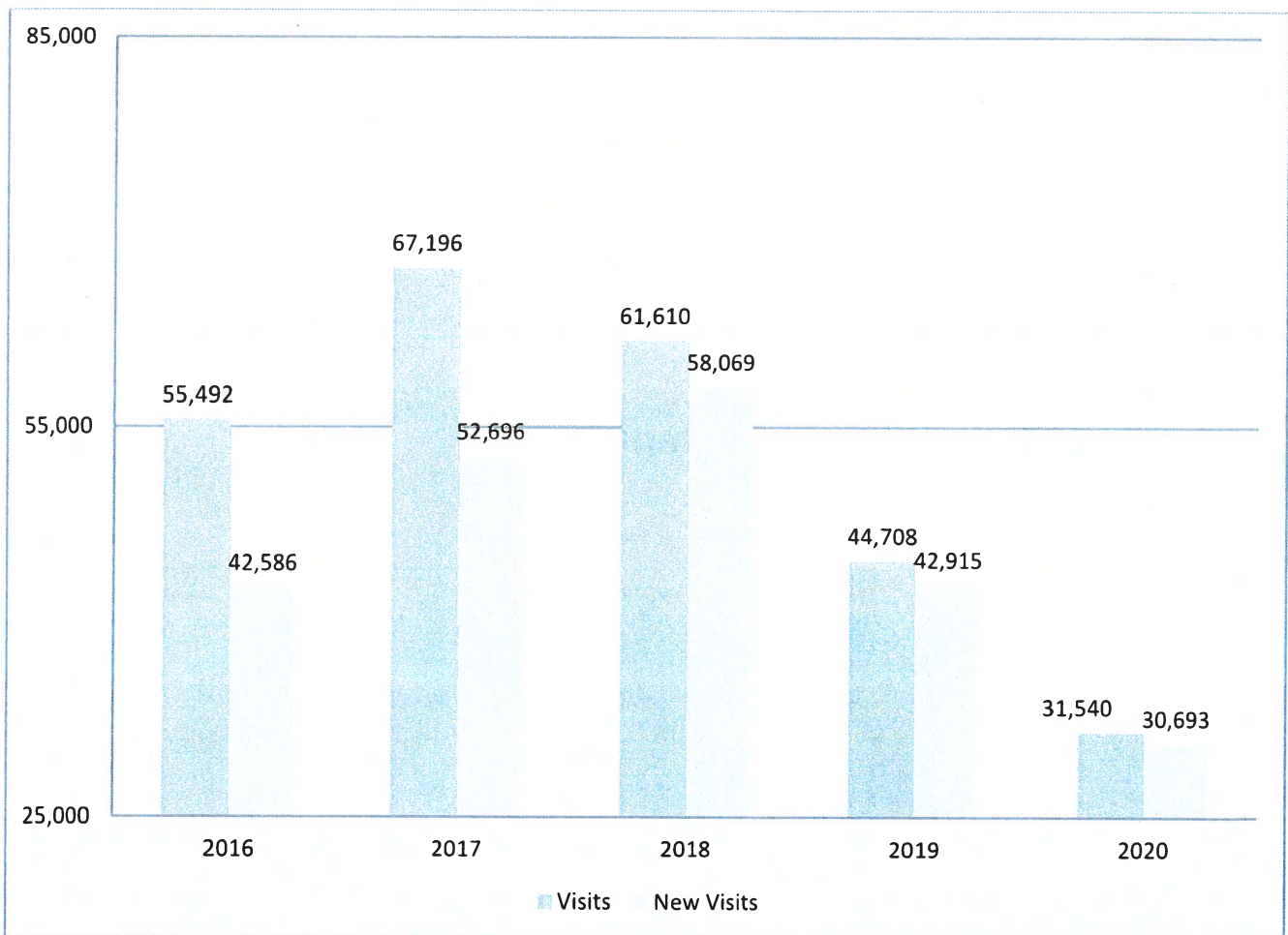
## Website Stats

This data is tracked for [www.visitRolla.com](http://www.visitRolla.com) using Google Analytics. VisitRolla.com is a popular site for people coming to the area as well as locals. One of the most popular pages of the site is the Calendar of Events. Our office strives to gather information on all the area events so our website can better serve its visitors.

Even though the site is most popular for the Calendar of Events, it also highlights lodging for the area, sites and attractions, event meeting rooms and event centers in the area. VisitRolla.com is meant to be a useful site for locals as well as a tool for individuals looking to host their meetings and events in Rolla.

This first chart highlights the total number of visits to the site each year compared to “new visitors” to the site.

**Total Visits vs New Visits to [www.visitRolla.com](http://www.visitRolla.com)**

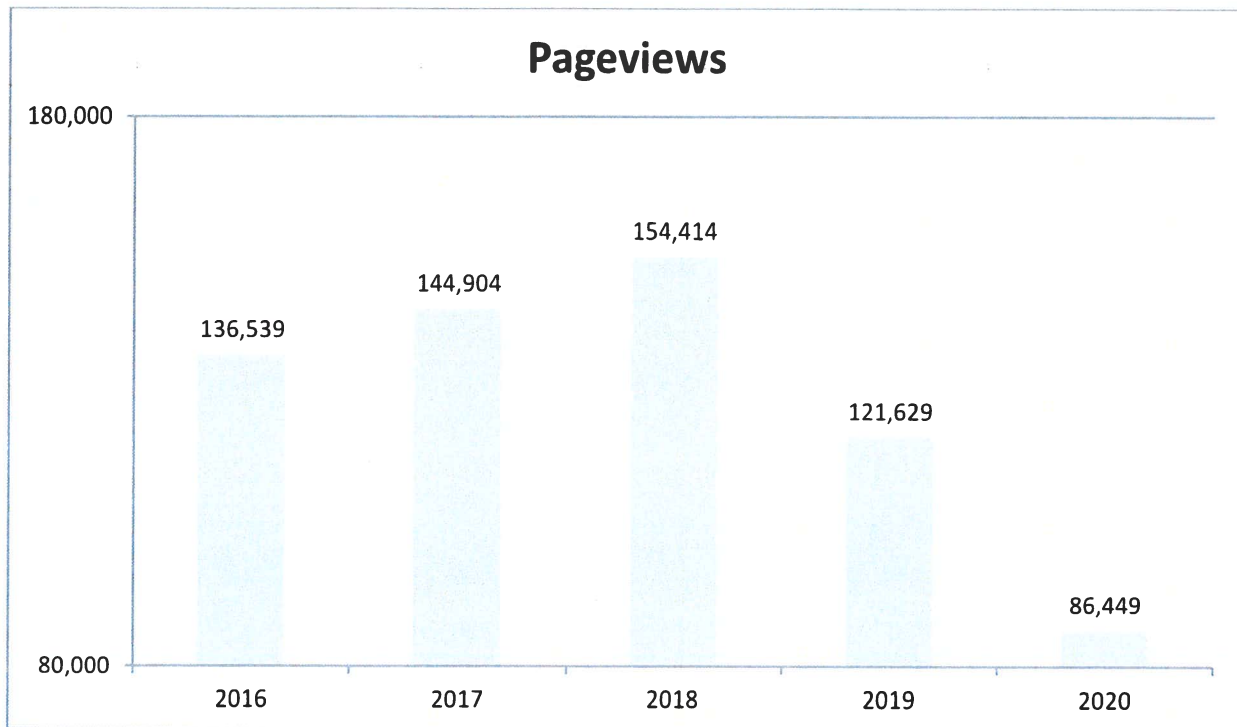




With the growth of social media, more people are getting local information as well as event information from that platforms vs. the website. We have partnered, starting July 2019, with Madden Media for a SEM (Search Engine Marketing) campaign to improve traffic to visitRolla.com.

This chart highlights the number of pages that were viewed throughout the year on visitRolla.com for the past five years.

### Pageviews to www.visitRolla.com

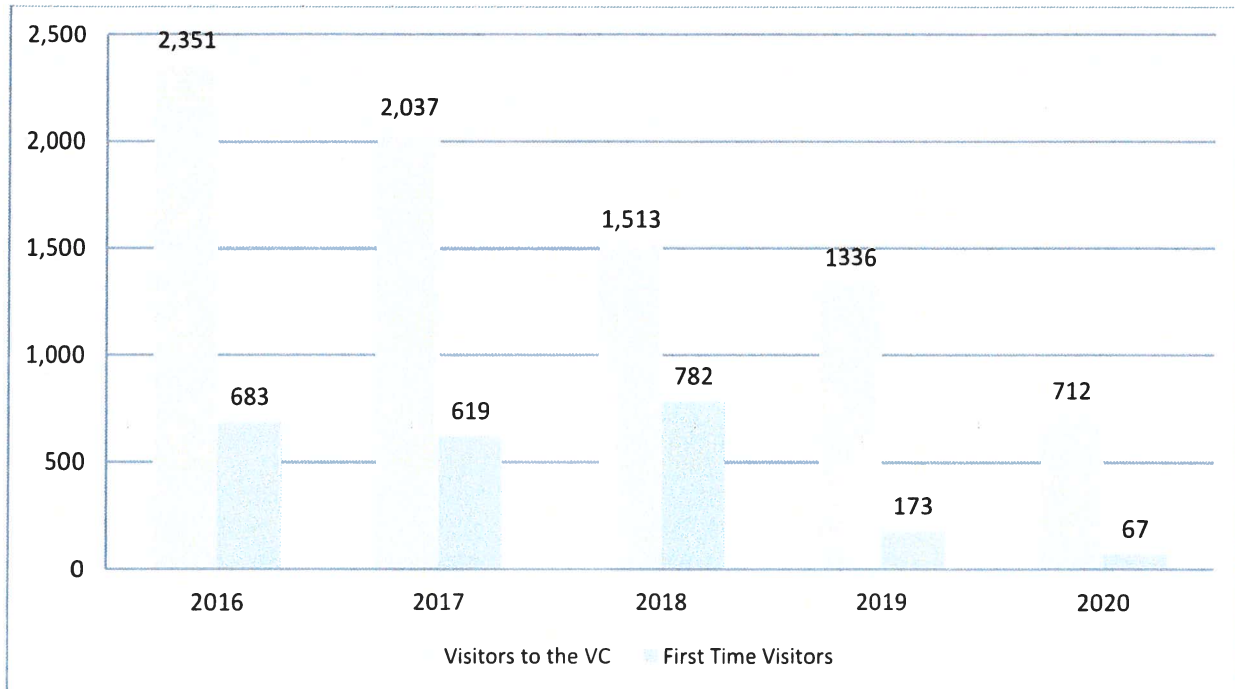


### Visitor Center Performance

This data is tracked from our guest sign in sheet and a data sheet logged by our Visitor Center Assistant. Not everyone that visits the Visitor Center fills out the sign in sheet, so this data is collected to the best of our abilities.

The chart below reflects the number of visitors to the Visitor Center compared to the number of them that were first time visitors.

## Visitors to the Visitor Center vs First Time Visitors



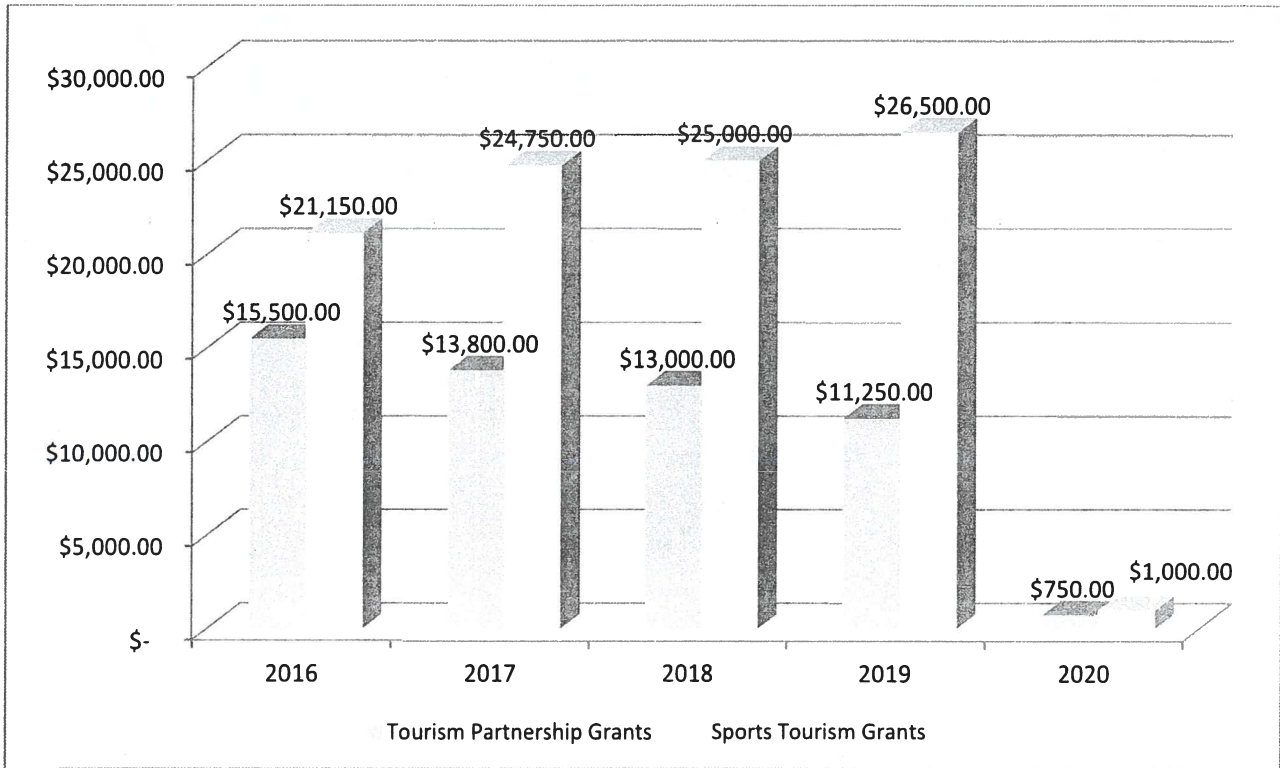
## Tourism Grant Program

Each year the RACC Board of Directors allocates money to be used on Grants to attract others to host their meetings and events in the Rolla area. The grant is focused on two different areas; Tourism Partnership Grants and Sports Tourism Grants.

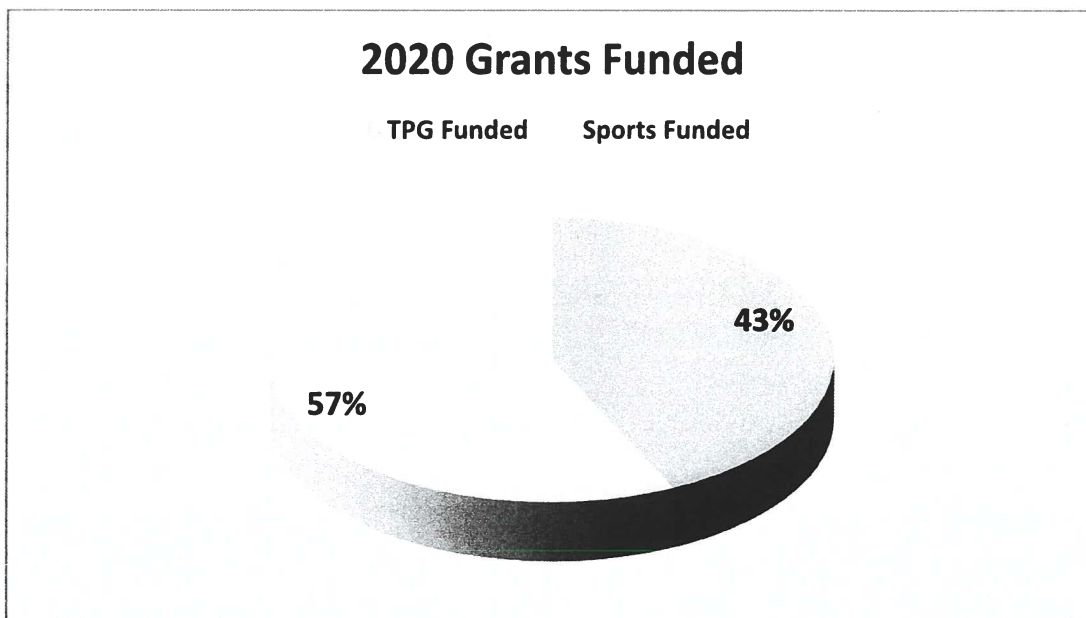
The purpose of these grants is to attract visitors from outside a 50-mile radius and encourage overnight stays in Rolla motels. Funds are awarded on a first-come, first-serve basis according to budget. Grant funds can be used for any aspect of the event. Both grants are reimbursement grants; funds will be disbursed once applicant has submitted a final report and copies of paid invoices. However, recipients of the Sports Tourism Grant can receive up to 50% of their grant award prior to the event at RACC's discretion. All grant applications are reviewed and evaluated by a committee using a point system.

This first chart highlights the amount of money awarded in Tourism Partnership Grants compared to the amount of money awarded in Sports Tourism Grants over the past five years. The second chart highlights the same comparison but for this past year alone.

### Tourism Partnership Grants vs. Sports Tourism Grants

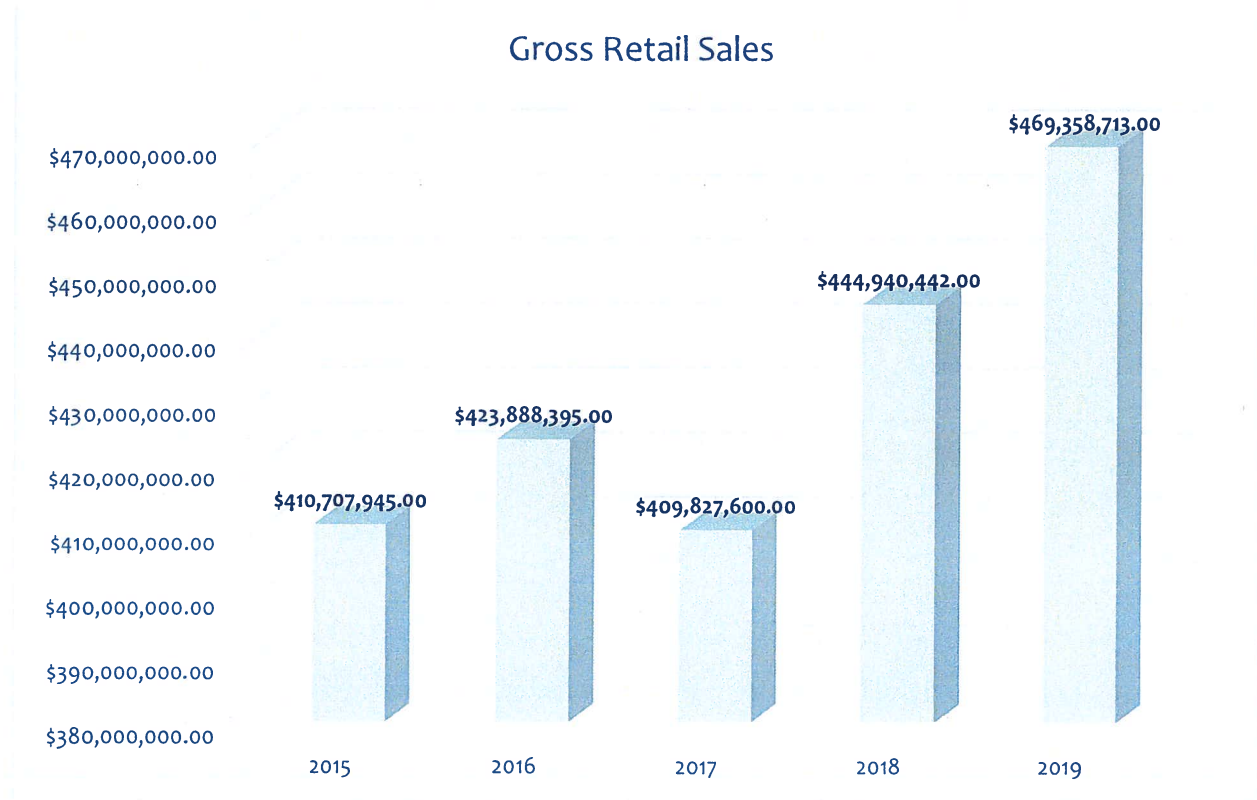


### 2020 Tourism Partnership Grants vs. Sports Tourism Grants



## Gross Retail Sales

This report includes the Gross Retail Sales which includes everything that is subject to sales tax. The purpose of us reporting these numbers is to determine if the tourism efforts of the RACC are contributing to an increase in the amount of tax received to the City of Rolla.



## Conclusion/Closing Remarks

2020 was a challenging year for everyone but for the Tourism industry. Meetings were cancelled, events were cancelled, vacations were drastically cut. Overall, we survived, pushed through, and adapted at every turn we could. We used social media to keep everyone informed at a moments notice of things happening in our community. We are optimistic that 2021 will bring more tourism to the area.

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Ordinance Final Reading**

**ITEM/SUBJECT: South Central Correctional Center  
Supervised Work Release Program Agreement**

**BUDGET APPROPRIATION (IF APPLICABLE) DATE: 3/15/21**

\*\*\*\*\*

**COMMENTARY:**

**The attached ordinance authorizes the Mayor to enter into a renewal of our supervised work release program between the Missouri Department of Corrections and the City of Rolla.**

**The City of Rolla employs up to eight offenders from the South Central Correctional Center to perform manual tasks in both our public works and parks departments. We have participated in the work release program with the Missouri Department of Corrections since 2005 and have been very pleased with the program.**

**We are not currently receiving any offenders due to Covid but are hopeful we will resume the program in the future.**

**Staff recommends approval of this ordinance.**

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 MISSOURI DEPARTMENT OF CORRECTIONS

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 Supervised Work Release Program Agreement between the City of Rolla, Missouri and Missouri Department of Corrections, 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 15<sup>th</sup> DAY OF MARCH 2021.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

III. A. 2

# EXHIBIT A

Project # 21708281



**South Central Correctional Center  
Supervised Work Release Program Agreement  
Between  
The Missouri Department of Corrections  
Division of Adult Institutions  
2729 Plaza Drive  
Jefferson City, MO 65102  
And  
City of Rolla  
901 N. Elm St.  
3rd Floor City Hall  
Rolla, Missouri 65401**

## Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, South Central Correctional Center (SCCC) and the City of Rolla ("Contractor") desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender's work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the ACC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this agreement shall be signed, attached and made part of this agreement, subject to final approval by the Director, Department of Corrections and/or designee.
  - 1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

## General Terms and Conditions

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:
  - 2.1 Effective March 1, 2021 through February 28, 2022 a binding agreement shall exist, wherein SCCC agrees to furnish laborers ("an offender work crew") to the Contractor. This agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this agreement as a result of statute, rule, regulation or court order adopted after the effective date of this agreement shall be accomplished by written and signed amendment between the parties. Upon the mutual agreement of both parties, this agreement may be renewed for two (2) additional one-year periods, or any portion thereof.
  - 2.2 This agreement is not intended to create any rights, liberty interest nor entitlements in favor of any incarcerated offender. The agreement is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

- 2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Personnel shall assist with enforcement of Inmate Rules by reporting violations to the SCCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.
- a. All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact offenders.
  - b. No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.
  - c. The Contractor shall cooperate with the SCCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks, and duties outlined herein.
- 2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse and consensual sex.
- a. Any contractor or contractor's employee who witnesses any form of sexual misconduct must immediately report it to the SCCC Warden or Work Release Coordinator. If a contractor or contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders the Department may cancel the agreement, or, at the Department's sole discretion, require the contractor to remove the employee from supervising offenders under the agreement.
  - b. Any contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss, shrinkage or damage of any materials, equipment, supplies or items of value.
- 2.6 All records deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections' Internal Auditor and/or the Missouri State Auditor.



- 2.7 The SCCC Work Release Coordinator and/or designee of the SCCC Warden shall coordinate and monitor the progress and activities of the program, and coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary.
- 2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement and/or dismissal from any segment of the program shall be at the sole discretion of the SCCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted and assigned under the following conditions:
- a. Classification and assignment of offenders shall be under the control of the SCCC.
  - b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate, based on the service to be provided pursuant to this agreement.
  - c. The Contractor, working in concert with the SCCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the SCCC Warden, SCCC Chief of Custody, SCCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 217.360 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the SCCC Warden and/or designee.
  - d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.
  - e. If required and/or deemed necessary, SCCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.
  - f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the SCCC Control Center immediately.
  - g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.
  - h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.
  - i. Offenders assigned to work crews shall not operate trucks, automobiles or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.
  - j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work

- activities, professional conduct and supervisory relationship involving work crew offenders.
- k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.
  - l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. SCCC agrees to make every effort to accommodate the needs of the Contractor; however, the SCCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.
  - m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.
  - n. The SCCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the SCCC Warden and/or designee should provide work crew participants with winter gear including gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.
  - o. Incidents involving offender workers requiring medical attention shall be reported to the SCCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site SCCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site SCCC Medical Services or community resources, whichever is determined to be prudent under the circumstances or in lieu of prevailing health care practices. In either instance, the Contractor staff shall accompany/assist, maintain, watch over and/or supervise offender workers until relieved by SCCC correctional staff. In all instances, the SCCC Warden and/or designee and the SCCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall be submitted to the SCCC Safety Manager within 24 hours of any incident.
  - p. The SCCC Warden and/or designee shall direct that on-site meals are prepared within SCCC and provided at the work site, including a beverage, for the offender workers. No unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either agency shall be monitored, inventoried, retrieved and secured following individual meals.
  - q. The SCCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.
  - r. The Contractor shall provide all equipment and supplies required by its staff and offender work crewmembers under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or

replacement, insect repellent and/or replenishment of supplies necessary to perform the assigned task.

- s. The Contractor will provide safe working conditions. The Contractor will provide all needed repair and maintenance for all tools, equipment or machinery used by offender workers. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the SCCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

**Specific Terms and Conditions**

- 3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.
  - 3.1 SCCC will provide up to eight (8) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the SCCC Warden.
  - 3.2 Offenders will be assigned to the following shifts:
    - Monday through Thursday, 7:00 a.m. – 3:30 p.m., with a thirty (30) minute lunch break.
  - 3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The SCCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.
  - 3.4 Offenders assigned to the Contractor work agreement will engage primarily in various duties to include:
    - Ground Maintenance:
      - Landscaping, mowing, weed trimming, tree trimming, and brush clearing
      - Litter pickup
      - Sidewalk clearing to include snow and ice removal
    - Janitorial:
      - Cleaning and maintaining restrooms in city owned buildings to include:
        - City Parks
        - City Fire Stations
        - City Sewer Treatment Plants
        - Maintenance Sheds
    - Building Maintenance:
      - Painting and minor repair

- Machinery Repair:
    - Maintain, lubricate, and re-fuel weed trimmers, lawnmowers, and chainsaws
  - Other:
    - Wash and detail city vehicles
    - Assist with minor construction projects
- 3.5 Offenders will be assigned to work at various locations within the City of Rolla to include city parks and city owned properties.
- 3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers.
- 3.7 The Contractor shall notify SCCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.
- 3.8 Transportation staff shall sign a daily out count showing the number of offender workers received in the morning and the number of offender workers returned to SCCC in the evening. A copy of the out count shall be retained by SCCC.
- The Contractor will count offenders and report back to SCCC Control Center between the hours of 10:30 a.m. and 11:00 a.m.

**Payment & Invoice**

4. Payment and Invoice processing shall be subject to the following:
- 4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.
- 4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications and/or other expenses resulting from work requirements and/or attendance at one or more training events.
- 4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:
- The Contractor will compensate offender workers \$9.38 per eight (8) hour shift. Offenders shall be compensated \$9.38 for any shift under four (4) hours in duration, including the cancellation of a shift once offenders have been delivered to a work site. No shift shall exceed eight (8) hours.
- 4.4 The Contractor shall submit time cards by the second business day of every month to the SCCC.
- 4.5 Upon receipt of the invoice sent from the Department, the Contractor shall pay the invoice within thirty (30) calendar days. In the event the Contractor is a Missouri state government

agency, SAM II vendor number E931422700-0 shall be utilized for payment processing. Payments shall be sent to the Missouri Department of Corrections, Offender Finance Office, P.O. Box 1609, Jefferson City, Missouri, 65102.

**Renewals, Amendments and Termination**

5. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, renewal, extension or other alteration of this agreement shall be effective unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew the agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this agreement shall terminate on the part of all parties in any of the following events:
- a. At 11:59 p.m. on February 28, 2022.
  - b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations.
  - c. Upon thirty (30) days written notice of intent to cancel by either party, without cause.

***Signed and agreed hereto:***

\_\_\_\_\_  
Louis J. Magdits, IV - Mayor  
City of Rolla  
Date

\_\_\_\_\_  
Michele Buckner, Warden  
South Central Correctional Center  
Missouri Department of Corrections  
Date

\_\_\_\_\_  
Jeff Norman, Director  
Division of Adult Institutions  
Missouri Department of Corrections  
Date

III.A.9

ATTACHMENT 1

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MISSOURI DEPARTMENT OF CORRECTIONS  
DEPARTMENT  
PROCEDURE MANUAL

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D2-11.10 Staff Member Conduct

Effective Date: July 24, 2016

Signature on File

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George A. Lombardi, Department Director

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I. **PURPOSE:** This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

A. **AUTHORITY:** Sections 217.040 and 217.175 RSMo

B. **APPLICABILITY:** All staff members of the department.

II. **DEFINITIONS:**

A. **Avoidable Contact:** Any contact with an offender, or ex-offender, or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
  - a. giving unauthorized gifts of any nature,
  - b. name calling,
  - c. teasing,
  - d. horseplay,
  - e. joking,
  - f. carrying messages, or
  - g. sharing personal information.

B. **Chief Administrative Officer (CAO):** The highest ranking individual at the worksite and in accordance with the CAO reference document available in the department's computer system. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy or assistant division directors or central office section heads who are in their chain of command.

C. **Discrimination:** Unfair treatment of a staff member based on a protected characteristic such as race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with sex-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

D. **Ex-Offender:** An offender who has been released from all supervision of any division of the department.

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- E. Family:** For the purpose of this procedure, family shall include:
- a. spouse,
  - b. parents or step-parents and their spouses,
  - c. siblings and their spouses,
  - d. children or step-children and their spouses,
  - e. grandparents or step-grandparents and their spouses,
  - f. grandchildren or step-grandchildren,
  - g. aunt,
  - h. uncle,
  - i. niece,
  - j. nephew, and
  - k. cousin.
- F. Harassment:** Unwelcome verbal, nonverbal, or physical conduct that offends, denigrates, or shows hostility toward an individual or group based on race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with gender-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.
- G. Immediate Family:** For the purpose of this procedure, immediate family shall include:
1. spouse,
  2. parents or step-parents and their spouses,
  3. siblings or step-siblings and their spouses, and
  4. children or step-children and their spouses.
- H. Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.
- I. Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.
- J. Staff Member:** Any person who is:
1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
  2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;

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3. a volunteer in corrections;
4. a student intern;
5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.

**K. Working Days:** Monday through Friday except holidays.

**III. PROCEDURES:**

**A. PROFESSIONAL PRINCIPLES OF CONDUCT**

1. In order to pursue organizational excellence staff members are expected to adhere to the following professional principles of conduct:
  - a. strive toward excellence in the day to day work activities;
  - b. treat all persons respectfully, fairly, honestly and with dignity;
  - c. perform duties responsibly;
  - d. empower and assist other staff members to perform their jobs in a responsible manner;
  - e. accept and respect the differences in people;
  - f. work as a team member;
  - g. make ethical decisions and act in an ethical manner;
  - h. hold themselves and all other staff members accountable for their actions;
  - i. abide by the laws;
  - j. be truthful in reports, interviews, during investigations or inquiries and in other dealings with the public and staff members;
  - k. be familiar with and adhere to:
    - (1) the respective job components and job expectations established through the performance appraisal system;
    - (2) the policies and procedures relating to job functions;
    - (3) the employee handbook;
    - (4) the department procedure regarding employee standards;
  - l. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;
  - m. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment; and



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- n. report inappropriate or retaliatory actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.
2. All staff have the expectation to protect our citizens, provide property supervision and management of offenders, and to use state resources efficiently and effectively.
3. Supervisors have a higher responsibility as a leader in our department to acknowledge each employee as an individual and to treat them with courtesy, understanding, and respect.

**B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS**

1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.
2. Staff members must maintain professional relationships with offenders.
3. Staff members must not knowingly have avoidable contact with:
  - a. an offender,
  - b. an offender's family,
  - c. an offender's legal guardian and spouse,
  - d. an offender's significant other, or
  - e. an ex-offender (this does not include staff members who are ex-offenders).
4. A staff member must provide written notification to the CAO the next day he<sup>1</sup> reports to duty with copies to all supervisors in the chain of command when he:
  - a. discovers that a family member is an offender,
  - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
  - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian, or spouse of an offender or ex-offender,
  - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home, and
  - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment or volunteer work.
  - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

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<sup>1</sup> All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

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**Effective Date: July 24, 2016**

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6. Staff members must not give his or a fellow staff member's home or personal cellular telephone number or address to an:
  - a. offender, ex-offender or their
    - (1) immediate family,
    - (2) significant other,
    - (3) legal guardian, or
    - (4) spouse.
7. Staff members must not, except as authorized in the normal course of duty, receive from or give anything to:
  - a. an offender, ex-offender or their
    - (1) immediate family,
    - (2) significant other,
    - (3) legal guardian, or
    - (4) spouse.
8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.
9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or his family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with, compromise, or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
  - a. The division director or designee will provide the staff member with written directions concerning such contact. This will include any reasonable limits or restrictions on any contact approved and with the requirement that if the staff member becomes aware the offender is violating his probation, parole, or conditional release conditions, he will immediately report it to the CAO. If the CAO is not available immediately, the report must be made no later than 24 hours of awareness.
    - (1) Any staff member who fails to follow the limitations or restrictions may be subject to disciplinary action.

**C. REPORTING CRIMINAL MISCONDUCT**

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrests and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations. The written report must be submitted before the end of the next shift worked.

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- a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
  - b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
  - c. Custody staff members must report the suspension, revocation, or expiration of his motor vehicle operators or chauffeurs license.
  - d. Noncustody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.
3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
- a. The CAO will determine whether the staff member will be required to report to the worksite.
  - b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.
4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident. Failure to do so will be considered the same as failure to cooperate with an investigation.
5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
- a. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
  - b. The staff member must provide the CAO with a written account of the final disposition of the charge; including any plea that results in a suspended imposition or execution of sentence. The staff member must submit this account before the close of the next working day.
  - c. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee. The CAO will provide updates as needed to the division director or designee as he receives updates.

**D. REPORTING MISCONDUCT**

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.
2. Staff members must immediately report any misconduct through the appropriate chain of command. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next highest level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.
4. Staff members shall report any unauthorized possession of state property, loss or damage to state property or the property of others, or endangering state property or the property of others through carelessness.

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5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the safety and security of the work place.

**E. REPORTING MISMANAGEMENT**

1. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

**F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS**

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.
2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

**IV. REFERENCES:**

A.		Section 105.055 RSMo
B.	931-3469	Administrative Proceedings Warning
C.	D1-8.6	Offender Physical Abuse
D.	D1-8.13	Offender Sexual Abuse and Harassment
E.	D2-9.2	Suspension
F.	D2-11	Employee Standards
G.	D2-11.1	Secondary Employment or Volunteer Work

**V. HISTORY:**

A.	Original Effective Date:	05/08/89
B.	Revised Effective Date:	04/23/90
C.	Revised Effective Date:	09/15/93
D.	Revised Effective Date:	04/20/99
E.	Revised Effective Date:	05/15/00
F.	Revised Effective Date:	04/06/08
G.	Revised Effective Date:	05/23/09
H.	Revised Effective Date:	12/17/09
I.	Revised Effective Date:	10/05/13
J.	Revised Effective Date:	07/24/16





**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: John Butz, City Administrator**

**ACTION REQUESTED: Final Reading**

**ITEM/SUBJECT: Ordinance to Initiate New Animal Shelter Strategy**

**BUDGET APPROPRIATION: \$125,000**

**DATE: March 15, 2021**

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**COMMENTARY:**

Following the very generous donation by Mr. Bob Eck in 2013 for “animal care” (\$441,000), the city performed a needs assessment and feasibility analysis on replacing our nearly 50 year old “dog pound”. That report suggested building a 6,000 square foot facility with total construction costs of \$1.6 M with site work and parking. In addition “soft costs” -- AE fees, civil, soil testing, survey, and FF&E - would add another 20% (plus land). It was also estimated that operating costs for a new facility could increase from \$150,000 per year to \$200,000 depending on services and volunteer support.

In late 2020 the City solicited architectural engineering services to design a new facility. The team of Shelter Planners of America and Archer Engineering is recommended as the most qualified team to do a two-phased approach. Phase 1 would consist of the design and construction of a 6,000 SF shell building. Phase 1 A&E services would include pre-design, final design, construction documents, bidding, and construction administration for the complete project. Phase 1 would also include earthwork and grading, site utilities, under slab utilities, building foundation, and a pre-engineered metal building. In Phase 2 the City would serve as General Contractor in finishing out the interior of the building for occupancy including electrical, plumbing, walls/drywall, HVAC, kennels and FF&E as donated funds or volunteer services are made available – which could take multiple years to complete.

The proposed site is on 7 acres owned by the City of Rolla on Lions Club Dr. approaching Hwy 72 (east of the Rolla Rural Fire Dept).

**Recommendation:** Final Reading A&E services for a new animal shelter with Shelter Planners of America/Archer Engineering

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND SHELTER PLANNERS OF AMERICA OF ARLINGTON, TEXAS/ARCHER ENGINEERING OF ROLLA, MO.

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 Contract Agreement between the City of Rolla, Missouri and Shelter Planners of America of Arlington Texas/Archer Engineering of Rolla, Mo, a copy of said agreement being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 15TH DAY OF MARCH, 2021

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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





January 19, 2021

Mr. John Butz  
City Administrator  
901 N. Elm St.  
Rolla, MO 65402

RE: Proposal for Architectural and Engineering Services for  
Rolla, MO New Animal Shelter

Dear John:

Shelter Planners of America, herein after referred to as SPA, is pleased to submit the following proposal for Architectural and Engineering services to The City of Rolla hereafter referred to as the Owner.

## GENERAL INFORMATION

1. The proposed project is to design and construct a new animal shelter located at the 1600 Block of Lion's Club Drive, Rolla, MO.
2. Shelter Planners of America prepared a Needs Assessment Study and prepared a Conceptual Design for the project for the Owner in 2015. However, due to cost and a number of other factors, the size of the project will be reduced to 6,000 SF and designed to be expandable.
3. The estimated construction cost to construct the shell building and finish out the interior of the building and associated Site Work is approximately \$1,325,000 to \$1,500,000 (6,000 SF x \$225/SF or \$250/SF). We understand the project will be constructed in phases because the Owner only has \$750,000 at this time. The goal is to get the shell building constructed and then finish out the interior as additional funds are available. It is expected the construction cost for the shell building and associated soft cost will be within the Owner's current available funds of \$750,000. The Owner intends to use a "Pre-engineered" metal building for the shell building.
4. The Owner intends to be their own General Contractor to enable them the flexibility of constructing the project over time as funds become available. For the Shell Building it is anticipated the Owner will contract directly for the following categories of work; 1. Earthwork & Grading 2. Site Utilities 3. Underslab Plumbing and Electrical 4. Building Foundation 5. Pre-Engineered Metal Building.

## PROPOSED BASIC SERVICES

Basic Services – Will include Pre-Design, Schematic Design, Design Development, Construction Documents, Bidding Phase and Construction Administration, including normal structural, mechanical and electrical engineering. These are briefly outlined as follows:

### PRE-DESIGN PHASE

1. SPA will review the original Needs Assessment and Conceptual Design to familiarize themselves with the previous work.
2. Prepare a list of questions to send to the Owner to collect certain information regarding animal intake, disposition, staffing, and operating cost since the previous Needs Assessment study in 2015.

3. Michael Barnard will lead a programming meeting with the Owner via telephone/internet conference using "Go-To-Meeting" to review the current data and discuss SPA's recommendations on how to reduce the size of the project down to the desired 6,000 SF.
4. Prepare a revised Building Space Program to get down to 6,000 SF and a corresponding Opinion of Probable Construction Cost for the new shelter based on the actual cost of similar projects and adjusted for 2021 costs.
5. Attend telephone/ internet conference using Go-to-Meeting to review the Revised Building Space Program with the Owner and then revise the document as needed. One round of revisions is anticipated.

## **SCHEMATIC DESIGN PHASE**

1. Based on the approved Building Space Program prepare a preliminary Site Plan and Floor Plan. The initial Floor Plan is a single-line drawing showing the size and layout of the facility and all the room locations to scale. The Site Plan will show the building, the parking, service drive and sidewalks.
2. Michael Barnard will present the Schematic Design to the Owner in a virtual meeting via "Go-To-Meeting".
3. Based on approved initial Floor Plan including any requested adjustments, prepare a preliminary Floor Plan and Site Plan. The Floor Plan will show wall thickness and show all walls, doors, windows, dog runs, cat cages, other equipment, cabinets, floor slopes and drains, and plumbing fixtures and cabinets.
4. Prepare Animal Equipment outline specifications, cut sheets and photographs of various animal housing and other equipment and present to the Owner for selection.
5. Prepare the 3-dimensional exterior design and present to the Owner via Go-To-Meeting.
6. Prepare Schematic Design Package as described in the AIA Standard Form of Agreement Between Owner and Architect consisting of Architectural Drawings and Outline Specifications for review and approval by the Owner.
7. Provide an updated Opinion of Probable Cost based on our experience with recent built shelters.

## **DESIGN DEVELOPMENT PHASE**

1. Based on approved Schematic Design documents and any required adjustments, prepare Design Development Drawings and specifications as described in the AIA Standard Form of Agreement Between Owner and Architect. All drawings to be prepared in Revit. Design Development drawings will be as follows: Floor Plans at 1/4" scale, showing all walls, doors, windows and cabinets. Roof Plan, Elevations, Ceiling Plans, Preliminary Foundation Plan, and Roof Framing Plan, and Preliminary Lighting Plan, Power Plan, Plumbing Plan and HVAC Plans for the project.
2. Update 3-dimensional colored rendering of the exterior if needed.
3. Prepare written preliminary specifications identifying all materials to be used on the project.
4. Present drawings to Owner using "Go-To-Meeting". Two Meetings Included in Design Development phase.
5. Prepare a detailed Opinion of Probable Cost prepared by a 3<sup>rd</sup> party Cost Estimator.

## **CONSTRUCTION DOCUMENTS PHASE**

1. Based on approved Design Development documents and any required adjustments, prepare Construction Documents consisting of drawings and specifications, sealed and signed in sufficient detail for permitting, bidding, and construction.
2. Present Construction Documents to Owner using "Go-to-meeting". Two meetings included.

## **BIDDING PHASE (For the Shell Building)**

1. Answer Bidders' questions during bidding phase related to the bidding for the Shell Building.
2. Issue Addenda to the Construction Documents as needed.
3. Review and give written comment on any proposed "Value Engineering" changes that may be proposed by the Contractor that may affect the shell Building.
4. Since the Owner is serving as their own General Contractor, we have not included all the services normally outlined in the AIA Standard Form of Agreement.

## **CONSTRUCTION PHASE (For the Shell Building)**

1. Review and act upon Sub-Contractor's submittals regarding the Shell Building.
2. Review construction photos provided by Owner and make comments and provide guidance each month during the Construction Phase.
3. Assist Owner by answering reasonable Sub-Contractor's questions and/or RFIs during construction related to the shell Building.
4. Review and give written comment on any proposed "Value Engineering" changes that may be proposed by the Contractor that may affect the shell Building.

## **ADDITIONAL SERVICES**

1. Additional Services as outlined in the AIA Standard Agreement such as: Civil Engineering, including utility connections, Development Plan approved from the City if required, Landscape Design, Interior Design, security system design, audio visual system design, and signage design.
2. Civil Engineer; To be provided by Archer-Elgin as a sub-consultant to SPA and include paving design, grading design, stormwater design, and on site utility design.
3. Revisions to previously approved documents or changes to previous instruction from the Owner.
4. Trips to Rolla, MO during design or construction phases.
5. Design of furnishings and loose equipment.
6. Bidding and Construction Phase services as outlined in the AIA Standard Form of Agreement that are not specifically listed above.
7. Bidding and Construction Phase Services beyond the initial Shell Building construction.

## **COMPENSATION**

1. Basic Services as outlined above will be performed for a Fee of One Hundred and Ten Thousand Dollars (\$110,000).

The compensation for each phase of the proposed Basic Services shall be as follows:

Pre-Design Phase	\$5,000
Schematic Design Phase	9,000
Design Development Phase	37,000
Construction Documents Phase	37,000
Bidding or Negotiating Phase	7,000

<u>Construction Phase</u>	<u>15,000</u>
Total	\$110,000

2. Additional Service of Civil Engineer will be performed for a fee of Twelve Thousand Eight Hundred Dollars. (\$12,800)
3. If the Owner authorizes any other Additional Services in writing in advance, they will be performed at the following dollar/hour rates:

Shelter Architect	\$185	Bill Meade
Veterinary Consultant	165	Jed Ford, DVM
Shelter Consultant	140	Michael Barnard, ACO
Shelter Consultant	125	Tom McCarty
Project Manager	105	
Project Coordinator	85	
CAD Draftsman	60	
Clerical	50	

For Additional Services of consultants, a multiple of one and one-tenth (1.10) times the amount billed to the Consultant for such services.

Invoices will be forwarded to the Owner at the beginning of each month for the portion of service completed in the prior month. Payment will be due within thirty (30) days.

## REIMBURSABLES

Reimbursable expenses such as the costs of printing, plotting, courier services will be invoiced at the same rate as they are charged to SPA. SPA will charge a flat fee of \$2,500.00 per trip to Rolla, MO (if any are needed) for travel expenses, which will cover airfare, hotel, rent car, airport parking, mileage to airport, travel time and other related travel expenses.

## PROVIDED BY OWNER

1. Detailed dimensioned survey of site prepared by a registered public land surveyor including boundaries, existing improvements, existing site utilities, topography at 1'-0" intervals, spot grades and existing tree locations, species and sizes, etc. drawn in AutoCAD 2016 or newer format.
2. Geotechnical Study prepared by a qualified geotechnical engineer to be used by the structural engineer in designing the foundation. It is noted that this has already been provided.
3. Payment of governmental fees, such as City Plan review fees, and Inspection fees etc.
4. Provide certain information regarding animal intake, disposition of animals, staffing, and operating cost since 2015.

## CONSULTANTS

SPA's proposal is based on the following consultants to complete the team:

Structural, Plumbing, Electrical, Mechanical, and Civil Engineering	Archer-Elgin. Rolla, MO (573) 364-6362
3 <sup>rd</sup> Party Cost Estimating	Blundall Associates, Inc. Fort Wayne, IN (260) 489-8444

## SCHEDULE

It is anticipated that the schedule for the project would be approximately as outlined below but is subject to many variables.

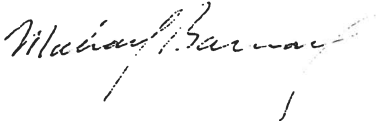
Pre-Design	1 Month
Schematic Design	1 Month
Design Development	1 Month
Construction Documents	2 Months
Bidding Phase	2 Months
Construction Phase	4 Months

## FORMAL AGREEMENT

This proposal is based on the formal agreement being the AIA® Document B104™– 2017 Standard Abbreviated Form of Agreement Between Owner and Architect. This proposal will become an attachment to the Agreement. Please note we are certified by the National Council of Architectural Registration Boards (NCARB) and we have applied for Architectural License in Missouri. We cannot actually commence work until this process is complete, but it usually only takes a short time.

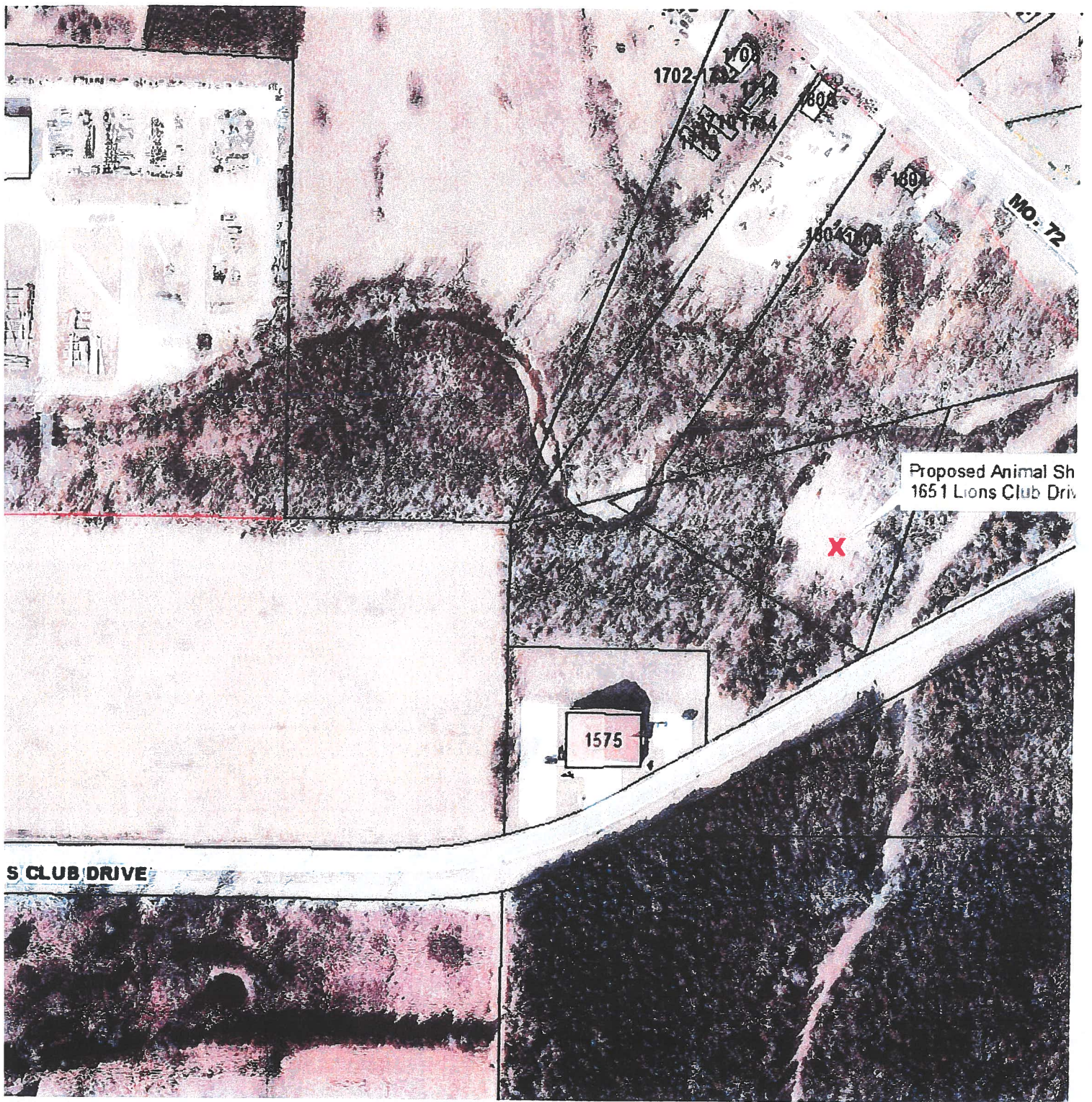
Once again, SPA is pleased to provide this proposal for your consideration. Please contact us if you have any questions. Let us know when you are ready and we can prepare the formal agreement for signature.

Sincerely,

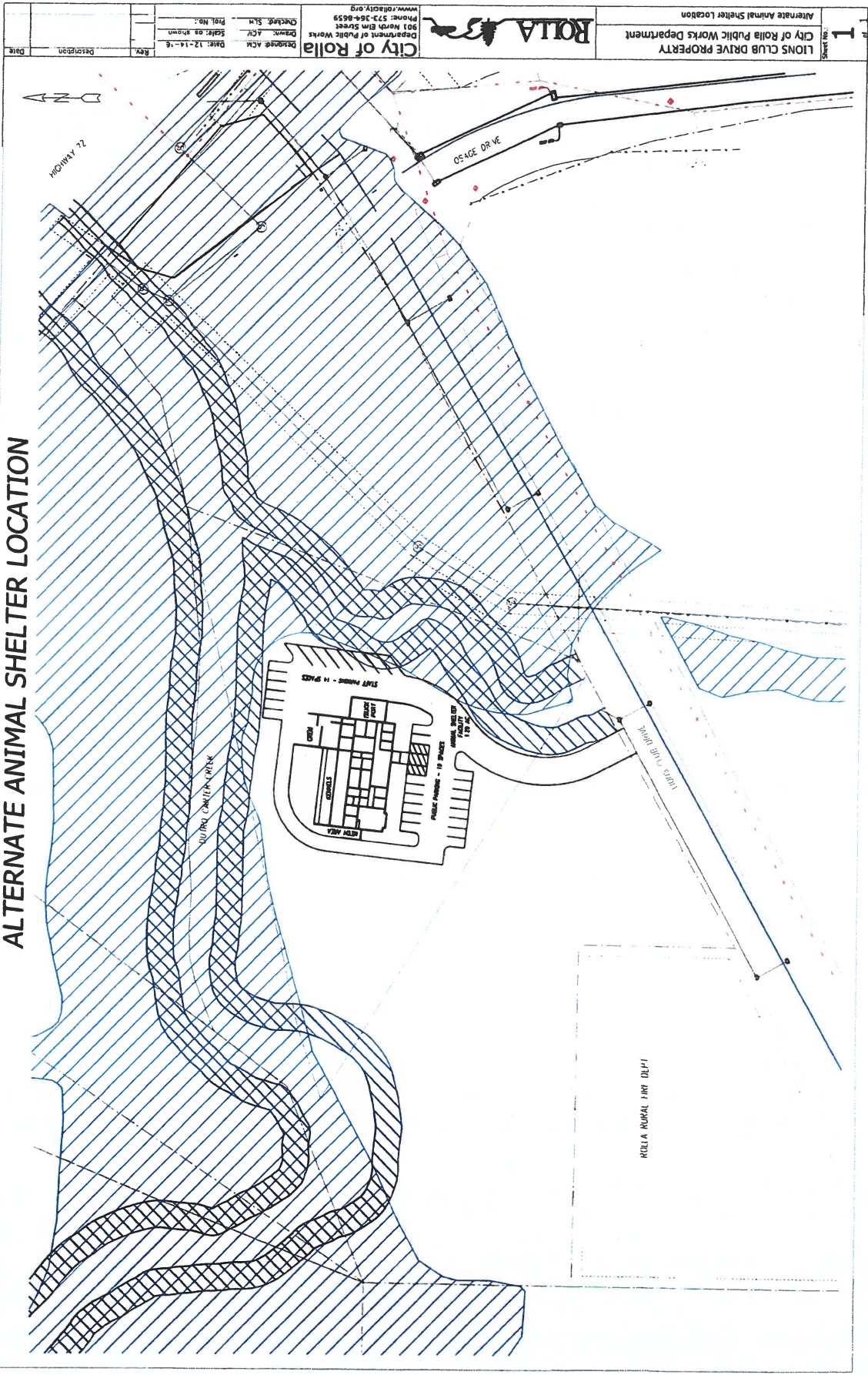


Michael Barnard  
President  
Shelter Planners of America

N P1653 /Rolla MO/ Proposal for Architectural Services for a new Animal Shelter for Rolla, MO 1-19-21

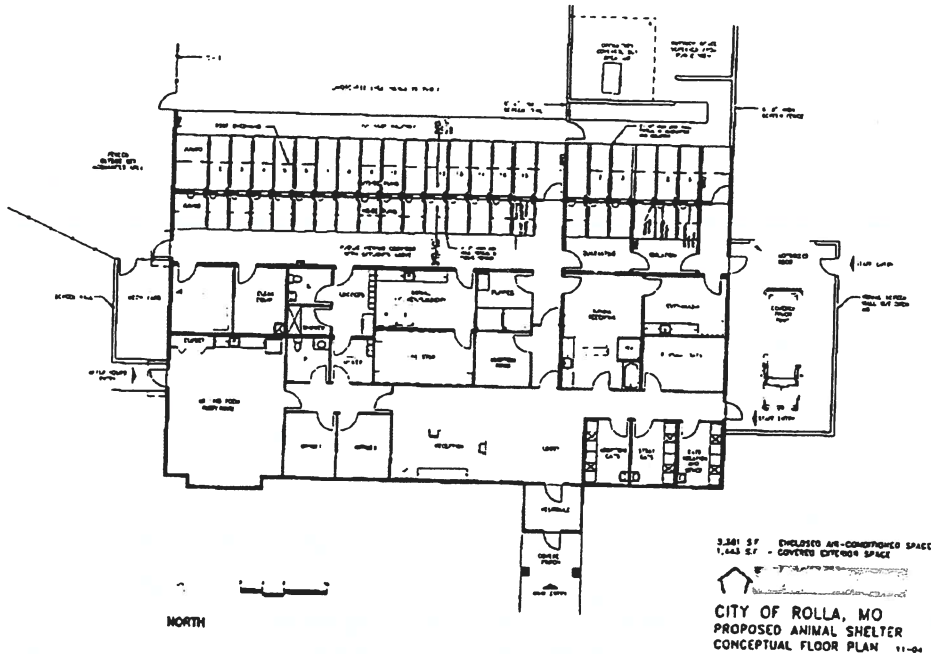


ALTERNATE ANIMAL SHELTER LOCATION



# NAMING OPPORTUNITIES

EXTERIOR BUILDING	\$500,000
RECEPTION AREA	\$100,000
MEETING ROOM/PARTY ROOM	\$60,000
ADOPTION ROOM	\$50,000
EXAMINATION ROOM	\$50,000
PUPPY ROOM	\$45,000
OUTSIDE/GET ACQUAINTED	\$30,000
OFFICES (2)	\$25,000
FRONT LANDSCAPING	\$25,000
DOG RUNS (22)	\$5,000 each
CAT CAGES (16)	\$1,500 each
TREE/BENCHES	\$500 each
BRICK PAWS	\$100 each



For more information or to make a charitable donation for the construction of a new community animal shelter, please contact Sue Eudaly (573-465-2703) or Judy Cavender (573-261-1050) of the steering committee, or mail your tax deductible donation to:

MERAMEC REGIONAL COMMUNITY FOUNDATION  
 c/o S.A.V.E.- New Animal Shelter Capacity Fund  
 #4 Industrial Drive · St. James, Missouri 65559



# AIA<sup>®</sup> Document B104<sup>™</sup> – 2017

## ***Standard Abbreviated Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the First day of March in the year Two-Thousand Twenty-One  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Rolla, MO  
901 N. Elm St.  
Rolla, MO 65402

This document has important  
legal consequences.  
Consultation with an attorney  
is encouraged with respect to  
its completion or modification

and the Architect:  
(Name, legal status, address and other information)

Shelter Planners of America  
1106 West Randol Mill Road, Suite 300  
Arlington, Texas 76012

for the following Project:  
(Name, location and detailed description)

New Animal Shelter, Rolla MO

The Owner and Architect agree as follows.

Init.

III.B.11

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- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Refer to Shelter Planners of America's Proposal dated January 19, 2021.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such

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professional skill and care and the orderly progress of the Project.

**§ 2.2** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

**.1 General Liability**

\$1,000,000 Combined Single Limit

**.2 Automobile Liability**

\$1,000,000

**.3 Workers' Compensation**

Standard requirements and benefits

**.4 Professional Liability**

\$1,000,000 (per claim and \$2,000,000 annual aggregate)

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.2** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.3** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

**§ 3.2.3** The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

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§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

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**§ 3.4.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.4.2.4** When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 3.4.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.4.3 Certificates for Payment to Contractor**

**§ 3.4.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 3.4.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 3.4.4 Submittals**

**§ 3.4.4.1** The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

**§ 3.4.4.2** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.4.4.3** The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

### **§ 3.4.5 Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

*(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

1. Civil Engineer: To be provided by Archer-Elgin as a sub-consultant to SPA and include paving design, grading design, stormwater design, and on-site utility design. Refer to SPA proposal dated January 19, 2021.

2. Bidding and Construction Phase Services beyond the initial Shell Building construction.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services zero ( 0 ) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty ( 30 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

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final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

**§ 5.4** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.5** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

**§ 5.6** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.7** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.8** The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

**§ 5.9** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.10** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the

Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of



the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8 CLAIMS AND DISPUTES**

**§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

**§ 8.2 Mediation**

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

### **§ 8.3.4 Consolidation or Joinder**

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

## **ARTICLE 9 TERMINATION OR SUSPENSION**

~~§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

zero

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

One-Hundred and Ten-Thousand Dollars (\$110,000) as described in SPA proposal dated January 19, 2021.

.2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Service of Civil Engineer will be performed for a fee of Twelve Thousand Eight Hundred Dollars. (\$12,800)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Additional Services will be provided on an hourly basis as described in SPA proposal dated January 19, 2021.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: As outlined in SPA proposal dated January 19, 2021.

Design Phase	percent (	%)
Construction Documents Phase	percent (	%)

Init.

III.B.22

Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to the attached Shelter Planners of America's Proposal dated January 19, 2021

Employee or Category	Rate
----------------------	------

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

#### § 11.9 Payments to the Architect

##### § 11.9.1 Initial Payment

An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

##### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Init.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 ARCHITECTURAL INTERIOR DESIGN: The Architect will include in its Basic Services the preparation of (2) schematic color schemes for the Owner's selection. The schemes will identify basic floor, wall and ceiling colors, finishes, and textures; it will not be a detailed selection of all materials. After selection of the schematic scheme by the Owner, the Architect will proceed to develop an in-depth color, finish, and texture submittal for the Owner's approval. A maximum of (2) meetings for development of the final color scheme is included in the Agreement. Additional meetings, if required, will be Additional Services and compensated in accordance with Article 4.2. After approval of the color scheme, a color book will be prepared for use by the Owner. These two meetings will be combined with the Construction Site visits.

12.2 CONSTRUCTION CONTINGENCY: The Owner understands and acknowledges that, although the Instruments of Services shall be prepared within the Standard of Care stated in this Agreement, the Contractor may require additional information from the Architect to clarify and coordinate the design intent shown in the Construction Documents that results in increases in the Construction Cost. Therefore, the Owner agrees to include a contingency in the Owner's construction budget to pay for construction costs arising from such issues in the amount of two percent (2%) of the total Construction Cost.

12.3 STANDARD OF CARE: The Architect shall provide its services in accordance with accepted standards for Architects providing services related to projects of similar size and scope and in the general geographic area of the Project.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

1. AIA Document B104™ 2017, Standard Abbreviated Form of Agreement Between Owner and Architect
2. AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203 2013 incorporated into this agreement.)  
  
Not Applicable.
3. Exhibits:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Shelter Planners of America's Proposal dated January 19, 2021

III.B.24

Init.

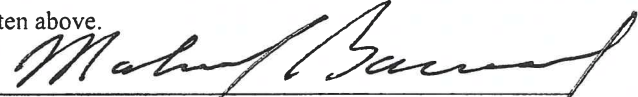
4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

John Butz, City Administrator  
(Printed name and title)



ARCHITECT (Signature)

Michael Barnard, AIA, NCARB, ACO President  
(Printed name, title, and license number, if required)

III. B. 25

Init.

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Michael Barnard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 11:23:29 ET on 03/01/2021 under Order No. 7742847679 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

President

(Title)

3-1-21

(Dated)

III.B.26



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: John Butz, City Administrator**

**ACTION REQUESTED: Final Reading**

**ITEM/SUBJECT: Ordinance Extending Emergency Proclamation**

**BUDGET APPROPRIATION: N/A**

**DATE: March 15, 2021**

\*\*\*\*\*

**COMMENTARY:**

When City Council voted to let expire the City's COVID facial covering and limited occupancy ordinance on February 1<sup>st</sup>, the action also repealed the City's emergency declaration. On February 15<sup>th</sup> City Council requested the drafting of an ordinance that reinstated the general emergency declaration. RSMo. 77.530 grants city councils the authority to "make regulations and to pass ordinances" to control the spread of contagious diseases. The proposed ordinance grants some administrative authority to the Mayor and City Administrator to manage City properties and modify administrative procedures and ties Rolla's declaration to that of the State of Missouri's declaration. The ordinance also references CDC guidelines and recommendations but does not impose general mandatory requirements

**Recommendation: Final Reading.**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE EXTENDING THE EMERGENCY PROCLAMATION IN THE CITY OF ROLLA AND ENCOURAGING THE CITIZENS OF THE CITY OF ROLLA TO CONTINUE TO IMPLEMENT THE MITIGATION STRATEGIES LAID OUT BY THE CENTERS FOR DISEASE CONTROL AND THE NATIONAL INSTITUTE OF HEALTH.**

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

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

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

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

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

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

**WHEREAS:** On Monday, May 4, 2020 the Rolla City Council unanimously approved Ordinance No. 4554 to encourage the safe re-opening of all businesses in Rolla, Missouri with limited restrictions;

**WHEREAS:** On Monday, June 1, 2020 the Rolla City Council approved Ordinance No. 4565 to continue to encourage the safe re-opening of all businesses in Rolla, Missouri with limited restrictions;

**WHEREAS:** On Monday, June 15, 2020 the Rolla City Council approved Ordinance No. 4566 to extend the safe re-opening of all businesses through July 21, 2020;

**WHEREAS:** On Monday, July 20, 2020 the Rolla City Council approved Ordinance No. 4567 to extend the safe re-opening of all businesses through September 9, 2020;

**WHEREAS:** On Tuesday, September 8, 2020 the Rolla City Council approved Ordinance No. 4574 to extend the safe re-opening of all businesses through December 22, 2020;

**WHEREAS:** As of November 20, 2020 the Phelps County Health Department reported successive days of active positive cases in excess of 515, 40 cumulative deaths, and a positivity rate in excess of 16%. In addition inpatient bed capacity in central Missouri was at 29%. Rolla Public Schools reported 43 active cases of students and faculty with S&T reporting 61 active cases;

**WHEREAS:** On November 23, 2020, following a public hearing, City Council enacted Ordinance No. 4591 to impose facial coverings with targeted occupancy limitations on certain activities;

**WHEREAS:** On February 1, 2021, City Council chose not to extend mandatory COVID requirements including facial coverings and repealed the City's emergency declaration;

**WHEREAS:** As of February 23, 2021 the MO DHSS Dashboard is reporting active positive cases of 40, 121 cumulative deaths, and a positivity rate of 9.5%. Inpatient bed capacity in central Missouri is 47% according to the MO DHSS Dashboard; and

**WHEREAS:** pursuant to RSMo 77.530 the Rolla City Council in cooperation with the Phelps County Health Department has the authority to issue reasonable quarantine orders and restrictions for the prevention and abatement of contagious diseases, including the authority to require the wearing of facial coverings and to limit the assembling of persons within the city and the closing of businesses and amusements, and conversely the orderly re-opening of such gatherings and businesses with reasonable pandemic-mitigation strategies.

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

**Section 1:** A State of emergency remains in the City of Rolla and shall remain as long as the State of Missouri is under a pandemic emergency declaration unless terminated earlier or extended further by separate action by the Rolla City Council.

**Section 2:** By declaring said emergency the City Council may conduct emergency public meetings with as much public notice as feasible to allow for the full participation of council members and the public via telephone, facsimile, internet or any other voice or electronic means.

**Section 3:** The Mayor shall have the power to:

- a) Close or restrict any and all sections or portions of City offices; buildings or properties under the City's control;
- b) Suspend any and all meetings or hearings of any board, commission, or other meetings at the City;
- c) Call special meetings of the City in the most efficient and practical means available by audio, video or other electronic means provided public notice is given and public access is provided.
- d) Waive administrative and budgeting requirements that impede the delivery of essential city services;
- e) Authorize any actions necessary to promote health and suppress disease, including quarantine subject to timely notification to the City Council;
- f) Impose curfews and to close any business that poses an unnecessary health risk.

**Section 4:** The City Administrator as Personnel Officer shall have the authority to implement all reasonable means to ensure the timely delivery of essential services including the authority to approve modified work schedules, shifts, overtime, furloughs and other actions to support and maintain a healthy and productive workplace.

**Section 5:** The City Council of the City of Rolla, Missouri hereby adopts the mitigation strategies laid out by the centers for disease control, and the Council authorizes the City to actively disseminate and educate on these strategies on behalf of the City of Rolla to the general public, to local business community and any other member of the community impacted by COVID-19.

**Section 6:** The City Council of the City of Rolla, Missouri further strongly recommends the general public adhere to CDC recommendations to help mitigate the transmission of COVID-19 in the Rolla.

**Section 7:** The City Council further realizes that the recommendations may change as more information is learned about the transmission and mitigation of COVID-19 and authorize the City to further encourage and educate on new strategies as they become available at: <https://www.nih.gov/health-information/coronavirus> and <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>

**Section 8:** This Ordinance shall be in full force and effect from and after its passage and approval by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 15<sup>th</sup> DAY OF MARCH 2021.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

III.C.4

CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: 1<sup>st</sup> Reading

ITEM/SUBJECT: Seatbelt/Child Restraint Ordinances

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

DATE: March 15, 2021

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Commentary:

The current Rolla City Ordinances pertaining to child restraints and seatbelt usage do not match the State of Missouri Statutes. This proposal would mirror Rolla's Ordinances with the State of Missouri Statutes. This change is made at the request of the Rolla City Prosecutor.

Recommendation:

Staff recommends first reading of this ordinance.

W.A.1

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 27-61 AND 27-62 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING NEW SECTIONS 27-61 AND 27-62 IN LIEU THEREOF RELATING TO SEATBELT LAW.

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

**Section 1:** That Sections 27-61 and 27-62 of the Rolla City Code are hereby repealed and new sections 27-61 and 27-62 are hereby enacted to read as follow:

**Sec. 27-61 Transporting children under the age of sixteen**

Every driver transporting a child under the age of sixteen years shall be responsible, when transporting such child in a motor vehicle operated by that driver on the streets or highways of the City of Rolla, for providing for the protection of such child as follows:

- (a) Children less than four years of age, regardless of weight, shall be secured in a child passenger restraint system appropriate for that child;
- (b) Children weighing less than forty pounds, regardless of age, shall be secured in a child passenger restraint system appropriate for that child;
- (c) Children at least four years of age but less than eight years of age, who also weigh at least forty pounds but less than eighty pounds, and who are also less than four feet, nine inches tall, shall be secured in a child passenger restraint system or booster seat appropriate for that child;
- (d) Children at least eighty pounds or children more than four feet, nine inches in height shall be secured by a vehicle safety belt or booster seat appropriate for that child;
- (e) A child who otherwise would be required to be secured in a booster seat may be transported in the back seat of a motor vehicle while wearing only a lap belt if the back seat of the motor vehicle is not equipped with a combination lap and shoulder belt for booster seat installation;
- (f) When transporting children in the immediate family when there are more children than there are seating positions in the enclosed area of a motor vehicle, the children who are not able to be restrained by a child safety restraint device appropriate for the child shall sit in the area behind the front seat of the motor vehicle unless the motor vehicle is designed only for a front seat area. The driver transporting children referred to in this subsection is not in violation of this section.
- (g) This Ordinance shall not apply to any public carrier for hire.
- (h) Any person who violates this Ordinance may be punished by a fine in accordance with Chapter 307 RSMO.

**Sec. 27-62 Seat belts required for passenger cars.**

(a) As used in the Ordinance, the term "passenger car" means every motor vehicle designed for carrying ten persons or less and used for the transportation of persons; except that, the term "passenger car" shall not include motorcycles, motorized bicycles, motor tricycles and trucks with a licensed gross weight of 12,000 pounds or more.

(b) Each driver, except persons employed by the United States Postal Service while performing duties for that federal agency which require the operator to service postal boxes from their vehicles, or which require frequent entry into and exit from their vehicles, and front seat passenger of a passenger car manufactured after January 1, 1968, operated on a street or highway in the City of Rolla, Missouri, and persons less than eighteen years of age operating or riding in a truck, as defined in Section 301.010, RSMo, on a street or highway in the City of Rolla, shall wear a properly adjusted and fastened safety belt that meets federal National Highway, Transportation and Safety Act requirements, except those children under the age of sixteen who fall under Section 27-61. No person shall be stopped, inspected, or detained solely to determine compliance with the subsection. The provisions of this section shall not be applicable to persons who have a medical reason for failing to have a seat belt fastened about his or her body, nor shall the provisions of this section be applicable to persons while operating or riding a motor vehicle being used in agricultural work-related activities. Noncompliance with this subsection shall not constitute probable cause for violation of any other provision of law.

(c) Each driver of a motor vehicle transporting a child four years of age or more, but less than sixteen years of age, shall secure the child in a properly adjusted and fastened safety belt.

(d) Each person violating the provisions of this Section and who is found guilty thereof shall be subject to a fine in accordance with Chapter 307 RSMO.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 5<sup>th</sup> DAY OF APRIL 2021.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

1 V. A. 3





**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: John Butz, City Administrator**

**ACTION REQUESTED: Motion**

**ITEM/SUBJECT: Corporate HANGAR 65 Lease**

**BUDGET APPROPRIATION: \$4,200**

**DATE: March 15, 2021**

\*\*\*\*\*

**COMMENTARY:**

What began in 1984 with a ground lease to Scott Flight Services, LLC to construct a private hangar at Rolla National Airport will culminate with the City assuming the building on May 1, 2021. In December 2017, the City approved the sale of the building and assignment of the ground lease from the late Bill Hoertel to Mr. Gary Henderson. In that assignment the City agreed to then lease the building to Gary Henderson for \$350-\$375/month when the building reverts to the City.

The one-year lease provides for up to two additional one-year extensions based on CPI. In addition, the lessee is responsible for electric, water and sewer services. Mr. Henderson has done a very good job maintaining the building.

**Recommendation: Motion to authorize the corporate hangar 65 lease with Mr. Gary Henderson.**

N.B.1

**ROLLA NATIONAL AIRPORT  
CORPORATE HANGAR 65 LEASE**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of May, 2021 by and between the City of Rolla, a municipal corporation of the State of Missouri, hereinafter referred to as the CITY, and Gary R. Henderson of Rolla, MO, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, in 1984 the City of Rolla entered into a 25 year ground lease with Scott Flight Services, LLC to construct a private corporate hangar at Rolla National Airport. In 1998 said ground lease was approved and assigned to the William W. Hoertel Trust. In January 2010 the City of Rolla and the William W. Hoertel Trust extended said ground lease until December 2019 by written mutual consent; and

WHEREAS, in December 2017 the City of Rolla approved the assignment of said ground lease to Gary R. Henderson of Rolla, MO. With approved building improvements the ground lease was extended through April 30, 2021 at which time Corporate Hangar Building No. 65 became the property of the City of Rolla; and

WHEREAS, City desires to lease to Lessee, Corporate Hangar Building No. 65 and addressed as 741 Airport Dr. for storage of private aircraft, and Lessee desires to occupy said hangar with aircraft.

NOW, THEREFORE, for and in consideration of the lease of the hangar hereinabove described and the mutual promises, covenants and obligations hereinafter stated, City and Lessee mutually agree as follows, to wit:

**ARTICLE I  
OBLIGATIONS OF LESSEE**

1. Lessee shall pay to the City four thousand two hundred dollars (\$4,200) per year on the date of the commencement of this lease and on the same date of each subsequent term of this lease. In the event any lease payment due City from Lessee is unpaid for more than thirty (30) days, Lessee shall be deemed in default and all remaining lease payments shall become due and owing as of the thirty-first day.

2. Lessee shall utilize the hangar for the primary purpose of storage of aircraft. Other incidentals uses may be approved with the written consent of Lessor.

3. Lessee shall keep the leased hangar premises, neat, clean, and free of all garbage, rubbish, trash, and flammable materials. Lessee shall be responsible for the monthly electric, water and sewer charge assigned to said hangar.

4. Lessee shall not fuel or permit fueling of the aircraft in the hangar premises. Lessee may fuel aircraft on the designated area on the airport apron. In addition, Lessee shall not store non-aviation related vehicles or equipment or non-aviation related personal or real property, excepting that Lessee shall be permitted to store personal automobiles on the hangar premises while flying, as well as the equipment necessary for proper aircraft maintenance.

5. Lessee shall abide by and comply with all present and future applicable rules and regulations of the Federal Aviation Administration, City and any reasonable directives of the Airport Administration.

6. Lessee shall be responsible for the parking, setting of brakes, placing of chocks, tying down and otherwise securing and checking the aircraft and any other such related act or acts.

7. Lessee shall hold harmless and indemnify the City of Rolla for all activities related to the rental of this property. Lessee shall provide Aircraft Insurance and General Liability Insurance of One Million Dollars (\$1,000,000) and shall name the City of Rolla as Additional Insured. Proof of said insurance shall be filed with the City annually.

## **ARTICLE II OBLIGATIONS OF CITY**

1. City shall keep the hangar premises neat, clean, and free of all garbage, rubbish, trash, and flammable materials.

2. City warrants that it has good title to the hangar premises and good right to make this lease and shall put Lessee into possession of the hangar premises in a condition fit for use by Lessee and shall use reasonable diligence in the care and protection of the premises during the term of this lease and all extensions thereof, reasonable wear, tear and depreciation resulting from ordinary use excepted.

3. City shall give the Lessee the right of ingress and egress over airport premises in going to and from the leased hangar.

## **ARTICLE III TERMS OF LEASE**

The term of this lease shall be for a period of one year. The term of the lease shall commence on May 1, 2021 and said term shall terminate on April 30, 2022. By mutual consent of both parties the lease can be extended up to two (2) additional one year terms subject to a lease increase of not more than three percent (3%) each year based on CPI.

**ARTICLE IV  
MISCELLANEOUS PROVISIONS**

1. City reserves the right to maintain and keep in repair the landing area of the airport and publicly owned facility of the airport, together with the right to direct and control all activities of the Lessee in this regard.

2. City reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

3. It is understood and agreed that the rights granted by this lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance, operation, or development of the airport.

4. The Airport Administration, may, at all reasonable hours and with good reasons, enter upon the leased premises, for the purpose of examining same.

5. Lessee shall not make any connection to any electrical service without the advance written approval of the Airport Administration.

6. Lessor shall maintain access to the building. Lessee shall provide Lessor a door key if replaced.

7. City shall be entitled to any legal or equitable remedy, as provided by the laws of the State of Missouri, in the event any sum due City from Lessee is unpaid for more than thirty (30) days. The City is entitled to recover all costs and expenses, including reasonable attorney's fees, incurred, and associated with the collection of such sums due the City from Lessee. The City is also entitled to recover interest on such sums at the rate of twelve (12%) per annum.

8. Lessee shall not assign this lease or sublease the premises, nor allow or permit any other person, firm or corporation to use the premises under an assignment for any purpose whatsoever without the express written consent of the City. Said consent by City shall not be unreasonably withheld.

9. Lessee may cancel this lease by providing at least (30) days written notice to the Rolla City Administrator. Lease payment shall be pro-rated to the effective date of cancellation.

10. The City has the right to terminate or cancel this lease by providing at least ninety (90) days' written notice to the Lessee. Lease payment shall be pro-rated to the effective date of cancellation.

ROLLA NATIONAL AIRPORT  
HANGAR LEASE  
Page 4

CITY OF ROLLA

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
LESSEE

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

\_\_\_\_\_  
LESSEE



04.03.2021 09



04.03.2021 15

IV.B.7





**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPT. HEAD:** Ron Smith, Fire Chief                      **ACTION REQUESTED:** Resolution

**ITEM/SUBJECT:** Resolution Approving the Phelps County Hazard Mitigation Plan

**BUDGET APPROPRIATION:** N/A    **DATE:** March 15, 2021

---

Over the last year, the Meramec Region Planning Commission (MRPC) has been working with nine other local jurisdictions to update the Phelps County Hazard Mitigation Plan. The Federal Emergency Management Agency (FEMA) requires this plan to be reviewed every five years.

The mission of the Phelps County Hazard Mitigation Plan is to substantially and permanently reduce the county's vulnerability to natural hazards.

According to the plan, "Phelps County and nine other jurisdictions prepared this local hazard mitigation plan to guide hazard mitigation planning for the purpose of better protecting the people and property of the County from the effects of natural hazard events.

This plan demonstrates the communities' commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources for the next five years.

In order for the City of Rolla to be eligible to receive federal disaster assistance a resolution must be passed which approves the Phelps County Hazard Mitigation Plan.

A copy of the Report Index and Executive Summary is attached.

**Recommendation:** Fire Administration recommends a motion to approve the Phelps County Hazard Mitigation Plan.

---

ITEM NO. \_\_\_\_\_

IV.C.1

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

A RESOLUTION ADOPTING THE PHELPS COUNTY MULTI-JURISDICTION NATURAL HAZARDS MITIGATION PLAN

WHEREAS, the City of Rolla recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 emphasizing the need for pre-disaster mitigation of potential hazards and made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Multi-Jurisdiction Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre-and post-disaster mitigation grant programs; and

WHEREAS, the City of Rolla fully participated in the FEMA prescribed mitigation planning process to prepare this Mitigation Plan; and

WHEREAS, the Missouri State Emergency Management Agency and Federal Emergency Management Agency officials have reviewed the Phelps County Multi-Jurisdictional Natural Hazards Mitigation Plan and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the City of Rolla desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Phelps County Multi-Jurisdiction Natural Hazards Mitigation Plan; and

WHEREAS, adoption by the governing body of the City of Rolla demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this Mitigation Plan; and

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Rolla adopts the Phelps County Multi-Jurisdictional Natural Hazards Mitigation Plan as an official plan and will submit this Adoption Resolution to the Missouri Emergency Management Agency and the Federal Emergency Management Agency officials to enable the plan's final approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 15<sup>TH</sup> DAY OF MARCH 2021.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

IV.C.2

# Phelps County Hazard Mitigation Plan 2021

## EXECUTIVE SUMMARY

The purpose of hazard mitigation is to reduce or eliminate long-term risk to people and property from hazards. Phelps County and participating cities and school districts developed this multi-jurisdictional local hazard mitigation plan update to reduce future losses to the county and its communities and schools resulting from hazard events. The plan is an update of a plan that was approved on April 1, 2016. The original plan was approved in 2005. The plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 and to achieve eligibility for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Grant Programs.

The county Multi-Hazard Mitigation Plan is a multi-jurisdictional plan that covers the following 10 jurisdictions that participated in the planning process:

- • Phelps County
- • City of Doolittle
- • City of Edgar Springs
- • City of Newburg
- • City of Rolla
- • City of St. James
- • St. James R-I School District
- • Newburg R-II School District
- • Phelps County R-III School District
- • Rolla 31 School District

Phelps County and the jurisdictions listed above have developed a multi-jurisdictional Hazard Mitigation Plan that was originally approved by FEMA in 2005 with an update approved by FEMA on June 25, 2011 and five years later on August 11, 2016. This current planning effort serves as an update (hereafter referred to as the 2021 Hazard Mitigation Plan.)

The plan update process followed a methodology prescribed by FEMA, which began with the formation of a Mitigation Planning Committee (MPC) comprised of representative from Phelps County and participating jurisdictions. The MPC updated the risk assessment that identified and profiled hazards that pose a risk to Phelps County and analyzed the vulnerability to these hazards. The MPC also examined the capabilities in place to mitigate them. The MPC determined that the planning area is vulnerable to several hazards that are identified, profiled and analyzed in this plan. Riverine and flash flooding, winter storms, severe thunderstorms/hail/lightening/high winds and tornadoes are among the hazards that historically have had a significant impact.

Based upon the risk assessment, the MCP reviewed goals for reducing risk from hazards. The goals are listed below:

**Goal 1:** Reduce risks and vulnerabilities of people in hazard-prone areas through current technology, better planning and hazard mitigation activities.

**Goal 2:** Reduce the potential impact of natural disasters on new and existing properties and infrastructure and the local economy.

**Goal 3:** Promote education, outreach, research and development programs to improve the knowledge and awareness among the citizens and industry about hazards they may face, their vulnerability to identified hazards, and hazard mitigation alternatives that can reduce their vulnerabilities.

**Goal 4:** Strengthen communication and coordinate participation between public agencies, citizens, non-profit organizations, business, and industry to create a widespread interest in mitigation.

**Goal 5:** Establish priorities for reducing risks to the people and their property with emphasis on long-term and maximum benefits to the public rather than short-term benefit of special interests.

**Goal 6:** Secure resources for investment in hazard mitigation.

To meet the identified goals, the MPC developed recommended mitigation actions, which are detailed in Chapter 4 of this plan. The MPC developed an implementation plan for each action, which identifies priority level, responsible agency, timeline, cost estimate, potential funding sources and progress to date.

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**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT:** Community Development

**ACTION REQUESTED:** First Reading

**SUBJECT:** DCM Holdings Subdivision: a minor subdivision to reorganize portions of two platted subdivisions into two commercial lots located at 608 W 6<sup>th</sup> Street and 625 W 7<sup>th</sup> Street

(SUB21-01)

**MEETING DATE:** March 15, 2021

---

**Application and Notice:**

Applicant/Owner- Janice and Darrell Cunningham (DCM Holdings, LLC)  
Public Notice - Information available on city website

**Background:** The subject property consists of ten existing platted lots, a vacated alley, and a portion of another lot in an adjacent subdivision. The property is the former location of the Denny Ford dealership (later Sakelaris Ford). The proposed minor subdivision would create two commercial lots to allow for the two existing buildings to be located on separate lots.

**Property Details:**

Current zoning - C-2, General Retail  
Current use - Commercial (vacant and gym)  
Proposed use - Not disclosed  
Land area - Lot 1: 1.1 acres (48,098 sq. ft.); Lot 2: 0.33 acres (14,214 sq. ft.)

**Public Facilities/Improvements:**

Streets - The subject property has frontage on Bishop Ave, an arterial road; as well as 6<sup>th</sup> and 7<sup>th</sup> Streets, local streets.

Sidewalks - Sidewalks are located along Bishop Ave. Sidewalks may be required on 6<sup>th</sup> and 7<sup>th</sup> Streets if the property is redeveloped.

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

Drainage - Drainage will be reviewed at the time of development, if redeveloped.

IV. D. 1

**Comprehensive Plan:** The Comprehensive Plan designates the subject property as being appropriate for Community Commercial uses.

**Discussion:** The proposed plat appears to meet all zoning and subdivision requirements. The plat will allow for the existing buildings to be sold on separate lots.

**Planning and Zoning Commission Recommendation:**

The Rolla Planning and Zoning Commission conducted a meeting on March 9, 2021 and voted 5-0 to recommend approval of the request.

**Prepared by:** Tom Coots, City Planner

**Attachments:** Final Plat, Area Map, Ordinance

1. THE PLAT SHOWN HEREON IS BASED ON FIELD EVIDENCE AND ON RECORDED DOCUMENTS THAT ARE FOUND AT THE PHELPS COUNTY RECORDERS OFFICE.

2. ONLY THE RECORDED DOCUMENTS NOTED WERE REVIEWED AND NOTED BY THE SURVEYOR AND MAY NOT BE ALL INCLUSIVE. THE SURVEYOR DOES NOT REFLECT OR STATE ANY LAND USE REGULATIONS OR RESTRICTIONS SUCH AS ZONING AND/OR BLDG SETBACKS, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS/REGULATIONS OR ANY OTHER FACTS THAT MAY APPLY EXCEPT AS NOTED OR SHOWN, WHICH AN EASEMENT AND CURRENT TITLE SEARCH MAY DISCLOSE. NO ABSTRACT OR TITLE COMMITMENT/OPINION WAS PROVIDED.

3. ALL DISTANCES SHOWN ARE MEASURED, UNLESS NOTED.

4. IN THIS SURVEYORS OPINION THE WEST LINE OF BLOCK 10 IS THE SAME AS THE EAST RIGHT-OF-WAY OF US HIGHWAY 63.

5. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (4 CSR 30-16).

6. TRACT IS CLASSIFIED URBAN (4 CSR 30-16.020).

7. UTILITY EASEMENT TO ROLLA MUNICIPAL UTILITIES, OCTOBER 24, 2011, RECORDED IN ELGIN SURVEY JE-102.

8. RECORD WIDTH OF ALLEY BETWEEN BLOCK 10 OF COPPERFIELD SUBDIVISION AND COPPERFIELD SUBDIVISION IS SHOWN AS 12 FT IN SURVEY 87/308 AND 10 FT IN SURVEY C/616. ACTUAL WIDTH DETERMINED TO BE 13.5± FT IN THIS SURVEY.

9. THIS PROPERTY IS ZONED C-2. SEE ORDINANCE NO. 3218.

10. ALL OF THE SURFACE FEATURES THAT MIGHT INFLUENCE BUILDING LAYOUT OR DESIGN CHANGES IN THIS AREA MAY NOT BE SHOWN ON THIS SURVEY. THIS IS A RESUBDIVISION PLAT, NOT A SITE/UTILITIES SURVEY.

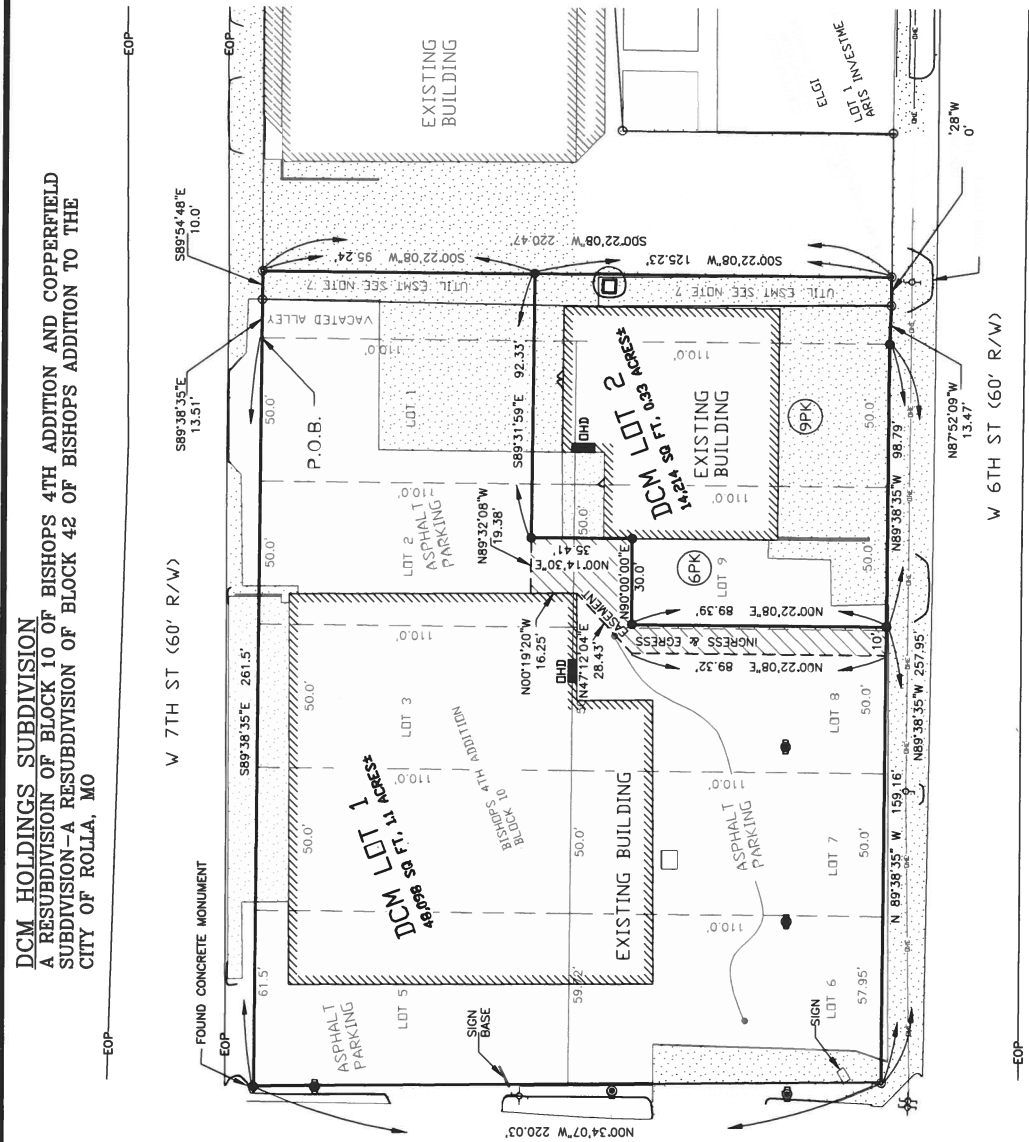
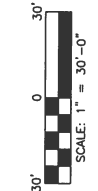
DESCRIPTION OF DCM HOLDINGS SUBDIVISION (CONTAINING TRACTS A & B FROM SURVEY A3208 12/18/09/20) ALL OF BLOCK 10 OF BISHOPS 4TH ADDITION, AN ADDITION TO THE CITY OF ROLLA, MO, INCLUDING A RESUBDIVISION OF PART OF BLOCK 10 AND THE WEST 10 FT± OF LOT 2 OF COPPERFIELD SUBDIVISION, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF BLOCK 10 OF BISHOPS 4TH ADDITION; THENCE S89°38'35"E A DISTANCE OF 13.51' ALONG THE SOUTH ROW OF 7TH STREET TO THE NORTHWEST CORNER OF LOT 2 OF COPPERFIELD SUBDIVISION; THENCE S89°54'48"E A DISTANCE OF 10.00' ALONG THE SOUTH ROW OF 7TH STREET TO A POINT; THENCE S00°22'08"W A DISTANCE OF 220.47' TO A POINT ON THE NORTH ROW OF 6TH STREET; THENCE N89°38'28"W A DISTANCE OF 10.00' ALONG THE NORTH ROW OF 6TH STREET TO THE SOUTH WEST CORNER OF LOT 2 OF COPPERFIELD SUBDIVISION; THENCE N87°52'09"W A DISTANCE OF 13.47' ALONG THE NORTH ROW OF 6TH STREET TO THE SOUTH EAST CORNER OF LOT 2 OF COPPERFIELD SUBDIVISION; THENCE N89°38'35"W A DISTANCE OF 257.95' ALONG THE NORTH ROW OF 6TH STREET TO A POINT ON THE EAST ROW OF US 63(BISHOP AVE); THENCE N00°34'07"W A DISTANCE OF 220.03' ALONG THE EAST ROW OF US 63(BISHOP AVE) TO A CONCRETE MONUMENT ON THE SOUTH ROW OF 7TH STREET; THENCE S89°38'35"E A DISTANCE OF 261.50' ALONG THE SOUTH ROW OF 7TH STREET TO THE NORTH EAST CORNER OF LOT 1 OF BLOCK 10 OF BISHOPS 4TH ADDITION; WHICH IS THE POINT OF BEGINNING. HAVING AN AREA OF 62,312.9 SQUARE FEET, 1.43 ACRES

**DCM HOLDINGS SUBDIVISION - A RESUBDIVISION OF BLOCK 10 OF BISHOPS 4TH ADDITION AND COPPERFIELD SUBDIVISION-A RESUBDIVISION OF BLOCK 42 OF BISHOPS ADDITION TO THE CITY OF ROLLA MO**

FOR DCM HOLDINGS  
P.O. BOX 367  
ST. JAMES, MO 65569  
DATE: 02/18/2021 APPROVED BY: WEA  
SCALE: 1" = 30'  
DRAWN BY: JAB  
DESIGNED BY: WEA  
DRAWING NUMBER:  
SHEET 1 OF 2  
FILE NAME:  
AA 3008A

- LEGEND**
- - FOUND PIN CAP LS 1801
  - - FOUND RIGHT-OF-WAY MARKER
  - ◇ - FOUND ½ REBAR
  - ◆ - FOUND CONCRETE MONUMENT
  - - SET PIN WITH CAP LS 1801
  - - LIGHT POLE
  - ⊥ - UTILITY POLE
  - - - OVERHEAD ELECTRIC
  - - - EDGE OF PAVEMENT
  - ▨ - CONCRETE PAVING
  - ▩ - INGRESS & EGRESS EASEMENT



I, WILLIAM E. ANDERSON, MISSOURI REGISTERED LAND SURVEYOR NO. 1801, HEREBY CERTIFY THAT THE SURVEY SHOWN ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER, 2020 & SAID SURVEY IS IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF AGRICULTURE 2 CSR 90-60.010 THRU 2 CSR 90-60.070.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

NO.	REVISION	DATE

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30.03

PRELIMINARY

DCM HOLDINGS SUBDIVISION  
A RESUBDIVISION OF BLOCK 10 OF BISHOPS 4TH ADDITION AND COPPERFIELD  
SUBDIVISION-A RESUBDIVISION OF BLOCK 42 OF BISHOPS ADDITION TO THE  
CITY OF ROLLA, MO

ACKNOWLEDGMENT OF  
APPROVAL BY CITY COUNCIL

THIS IS TO ACKNOWLEDGE THAT THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI HAS, BY ORDINANCE DULY PASSED AND THE CITY CLERK HAS AUTHORIZED THE SAME TO BE FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, PHELPS COUNTY, MISSOURI.

LOU MAGIDIS  
MAYOR, CITY OF ROLLA, MISSOURI  
ATTEST:

LORRI THURMAN  
CITY CLERK

RECORDERS CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN MY OFFICE  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.  
PLAT FILED AT CABINET \_\_\_\_\_ NUMBER \_\_\_\_\_.

ROBIN KORDJES  
RECORDER OF DEEDS  
PHELPS COUNTY, MISSOURI

COUNTY AND CITY TAX RELEASE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE COUNTY OF PHELPS AND THE CITY OF ROLLA AGAINST THE REAL ESTATE DESCRIBED ON THIS PLAT HAVE BEEN PAID IN FULL FOR 2021 AND ALL PRIOR YEARS.

FATH ANN BARNES  
COLLECTOR OF REVENUE  
PHELPS COUNTY, MISSOURI

DEDICATION

DCM HOLDINGS, OWNER(S) OF THE PROPERTY SHOWN AND DESIGNATED HEREON, HEREBY DEED AND CONVEY THE SAME TO THE CITY OF ROLLA, MISSOURI, AS A PUBLIC COMMON AREA OR COMMON FACILITIES. I, THE CITY CLERK, HEREBY CERTIFY THAT THERE ARE NO SUITS, ACTIONS, LIENS, OR TRUSTS ON THE PROPERTY DEEDED AND CONVEYED HEREIN, AND WARRANT GENERALLY AND SPECIFICALLY THE PROPERTY DEEDED HEREIN TO BE AVAILABLE FOR COMMON USE AND WILL EXECUTE SUCH FURTHER ASSURANCES AS MAY BE REQUIRED.

DCM HOLDINGS REPRESENTATIVE

PLANNING AND ZONING APPROVAL

APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021,  
BY THE PLANNING AND ZONING COMMISSION OF  
ROLLA, MISSOURI.

DOH BROWN, CHAIRMAN  
PLANNING AND ZONING COMMISSION

STEVE FLOWERS  
COMMUNITY DEVELOPMENT DIRECTOR

IMPROVEMENT ACCEPTANCE

APPROVED SUBJECT TO CONSTRUCTION OF  
IMPROVEMENTS IN ACCORDANCE WITH  
DEVELOPMENT PLANS ON FILE WITH THE CITY OF  
ROLLA. THIS PLAT MEETS CURRENT SUBDIVISION  
CODES OF THE CITY OF ROLLA.

STEVE HARGIS  
DIRECTOR OF PUBLIC WORKS

RODNEY BOURNE, GENERAL MANAGER  
ROLLA MUNICIPAL UTILITIES

FLOYD JERNIGAN  
PARKS DIRECTOR

SPECIAL PLAT RESTRICTION AND RESTRICTIVE COVENANT  
AS TO THE ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS.  
THE UNDERSIGNED OWNERS OF THE TRACT OF LAND HEREIN  
PLATTED DO HEREBY IMPOSE UPON SAID PROPERTY AND DO  
HEREBY MAKE THE FOLLOWING RESTRICTIVE COVENANT, NO  
DESCRIBED PROPERTY BE UNDEVELOPED, BUILT UP AND  
CONSTRUCTION PERMITS HAVE BEEN ISSUED BY THE CITY OF  
ROLLA, MISSOURI AND THAT IT IS UNDERSTOOD BY THE UNDER-  
SIGNED THAT NO SUCH PERMITS SHALL BE ISSUED FOR ANY  
IMPROVEMENTS SHOWN HEREIN PERTAINING TO SUCH LOTS OR  
LOTS HEREIN PLATTED UNTIL THE COMPLETION OF ALL PUBLIC  
UTILITIES AND IMPROVEMENTS REQUIRED BY THE CITY OF  
ROLLA, MISSOURI AND THAT SUCH PUBLIC IMPROVEMENTS HAVE BEEN RECEIVED  
AND APPROVED BY THE CITY OF ROLLA, MISSOURI. THE ABOVE  
MENTIONED PUBLIC IMPROVEMENTS SHALL BE COMPLETED  
PURSUANT TO THE AGREEMENT BETWEEN THE UNDERSIGNED AND  
THE CITY OF ROLLA, MISSOURI FOR THE COMPLETION OF SUCH  
IMPROVEMENTS AS REQUIRED BY THIS ARTICLE OF THE CITY CODE  
OF ROLLA, MISSOURI.

ACKNOWLEDGMENT

STATE OF MISSOURI S.S.  
COUNTY OF PHELPS S.S.  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021,  
TO ME PERSONALLY APPEARED \_\_\_\_\_

TO ME KNOWN TO BE PERSONS DESCRIBED IN THE FOREGOING  
DEDICATION AND ACKNOWLEDGED THAT THEY EXERCISE  
AS THEIR OWN FREE ACT AND DEED, IN TESTIMONY WHEREOF,  
I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL  
SEAL AT MY OFFICE IN ROLLA, MISSOURI THE DAY, MONTH,  
AND YEAR FIRST WRITTEN ABOVE.

MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC

KNOW ALL MEN BY THESE PRESENTS THAT I, WILLIAM E  
ANDERSON, DO HEREBY CERTIFY THAT THIS PLAT MEETS MISSOURI  
MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND WAS  
PREPARED UNDER MY SUPERVISION FROM ACTUAL SURVEY OF THE  
LAND HEREIN DESCRIBED PREPARED BY WILLIAM E. ANDERSON,  
DATED FEBRUARY, 2021, AND SIGNED BY WILLIAM E. ANDERSON, L.S.  
DATE OF FEBRUARY, 2021, AND SIGNED BY WILLIAM E. ANDERSON, L.S.  
SHOWN HEREIN VERIFIED UNDER THE PERSONAL SUPERVISION  
OF WILLIAM E. ANDERSON, L.S. NO. 1801 IN ACCORDANCE WITH  
ARTICLE II, CHAPTER 42, OF THE CITY CODE OF ROLLA,  
MISSOURI.(ORD. 37993,8)

DATE PREPARED: \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
MISSOURI L.S. No. \_\_\_\_\_

DCM HOLDINGS SUBDIVISION - A RESUBDIVISION OF  
BLOCK 10 OF BISHOPS 4TH ADDITION AND COPPERFIELD  
SUBDIVISION-A RESUBDIVISION OF BLOCK 42 OF BISHOPS  
ADDITION TO THE CITY OF ROLLA MO

FOR:DCM HOLDINGS

P.O. BOX 367  
ST. JAMES, MO 65559

DATE: 02/19/2021 APPROVED BY: WEA

SCALE: NTS DRAWN BY: JAB

DESIGNED BY: WEA

SHEET NUMBER: SHEET 2 OF 2

FILE NAME: AA 3008A

1811 West Dr. P.O. Box 600 West, St. Louis, MO 63103-0600  
CORPORATION NO. 2000158001 SURVEYOR NO. 11801

NO \_\_\_\_\_ DATE \_\_\_\_\_  
REVISION \_\_\_\_\_  
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PRELIMINARY

11.04



**Project Information:**

Case No: SUB21-01  
 Location: 608 W 6<sup>th</sup> St and 625 W 7<sup>th</sup> St  
 Applicant: DCM Holdings, LLC  
 Request:

Minor Subdivision to reorganize platted lots into two commercial lots



**For More Information Contact:**

Tom Coots, City Planner  
 tcoots@rollacity.org

(573) 426-6974  
 901 North Elm Street  
 City Hall: 2<sup>nd</sup> Floor  
 8:00 – 5:00 P.M.  
 Monday - Friday

11.0.5

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF DCM HOLDINGS SUBDIVISION.**

**(SUB 21-01)**

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

**SECTION 1:** An ordinance approving the Minor Subdivision Final Plat of DCM Holdings Subdivision, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process.

**SECTION 2:** That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the plat has been filed with the Phelps County Recorder of Deeds.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 5TH DAY OF APRIL, 2021.**

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Bid Award / Ordinance** **Motion / 1<sup>st</sup> Reading**

**ITEM/SUBJECT: Project #225 – Public Works Building**

**BUDGET APPROPRIATION: \$750,000** **DATE: 03/15/21**

\*\*\*\*\*

**COMMENTARY:**

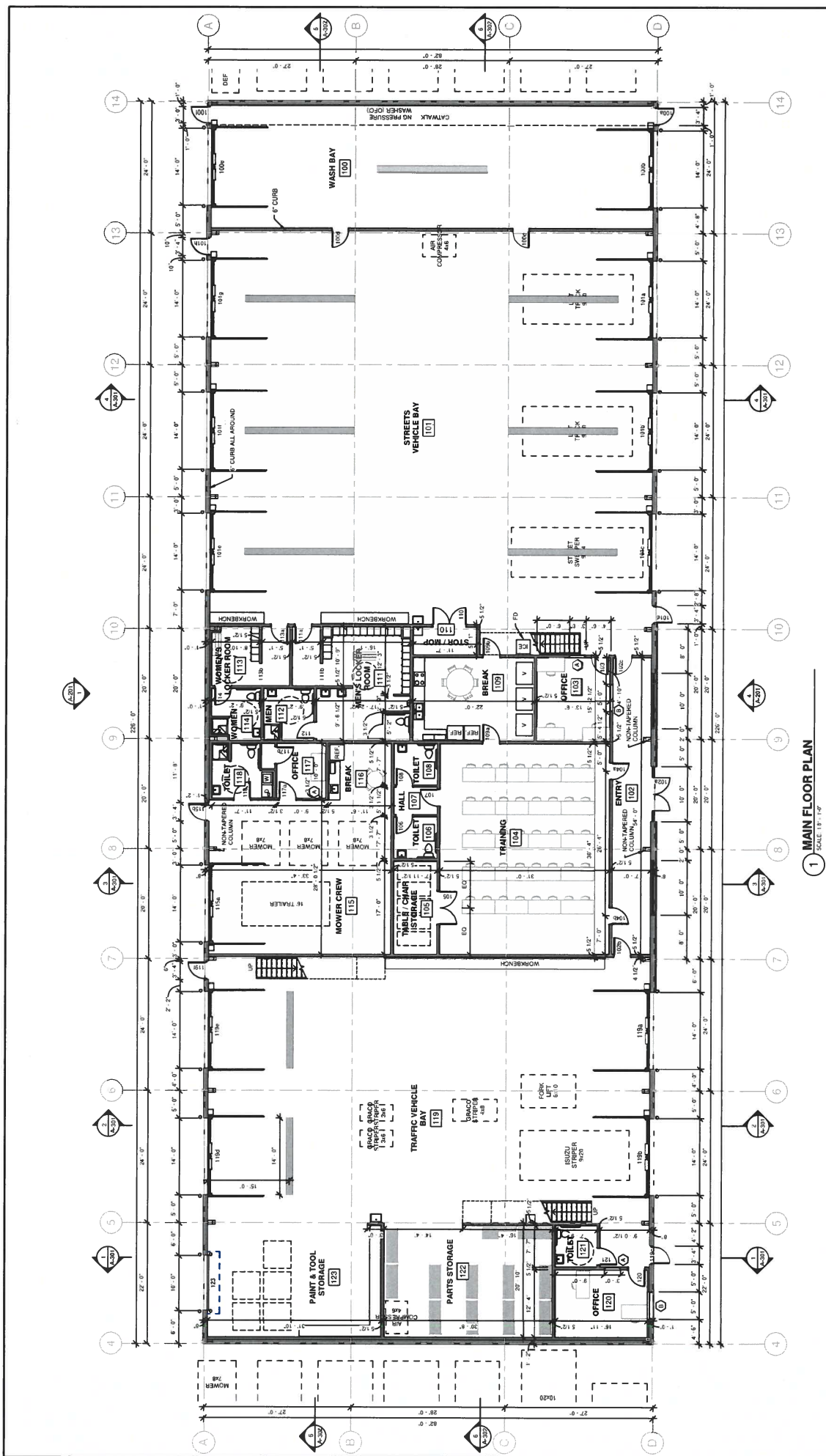
City staff received bids for the construction of a new Public Works building to house the Street and Traffic departments. This phase will build the “shell” of the building. The rest of the building construction will be bid in early April of 2021. We received 5 bids. A bid summary is attached along with a recommendation from Cameron Schweiss, PE. The 3 lowest bids were as follows:

<b>Alexander Construction, LLC Rolla, MO</b>	<b>\$729,438.00</b>
<b>Reese Equipment Co LLC Dixon, MO</b>	<b>\$756,641.00</b>
<b>Thomas Construction Osage Beach, MO</b>	<b>\$987,392.00</b>

Staff is requesting a motion to award the bid to the low bidder, Alexander Construction, LLC and the first reading of the ordinance authorizing the Mayor to enter into the contract with Alexander Construction, LLC for \$729,438.00.

This project is being funded by refinancing and extending an existing street lease financing (2015 A – COP Certificate of Participation). The current COP is set to retire in 2025 and would be refinanced through 2036. The estimated balance remaining on the existing COP is \$2,800,000. We are estimating the total cost of the new Public Works building to be \$2,500,000 for a total financing of \$5,300,000.

ITEM NO. V.A.1

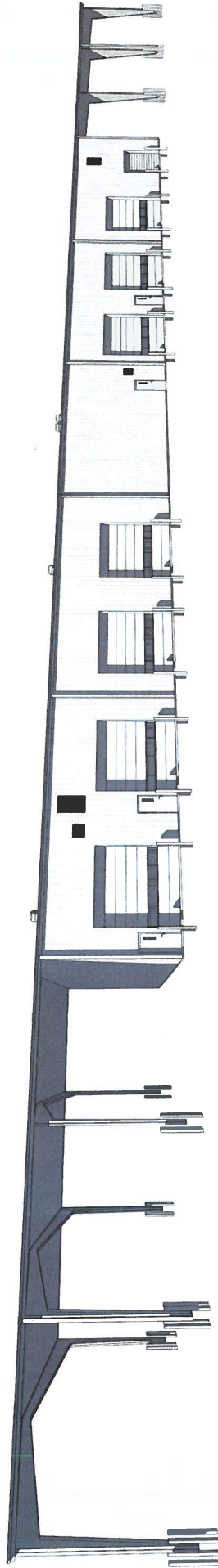


1 MAIN FLOOR PLAN  
SCALE: 1/8" = 1'-0"

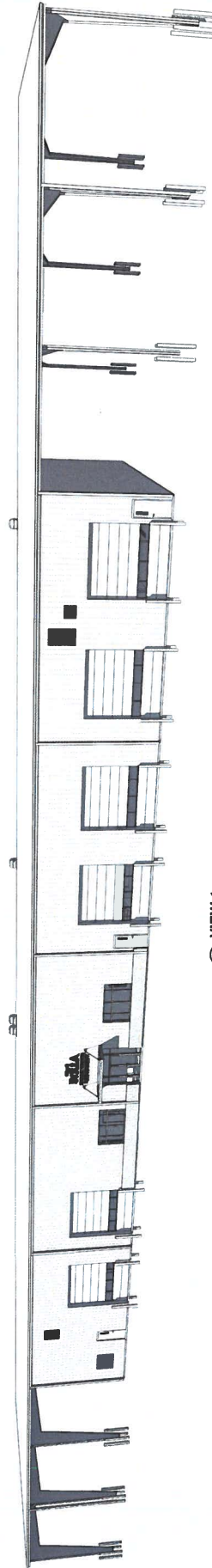
DESIGNED BY		DATE		REVISION BLOCK	
JK		2/15/2021			
<p> <input type="checkbox"/> Preliminary, not for construction  <input type="checkbox"/> Working purpose only  <input type="checkbox"/> This is a reduced copy, not for construction.  <input type="checkbox"/> Issued for review only, not for construction.         </p>					
<p>           PRELIMINARY DRAWING FOR REVIEW AND APPROVAL OF CITY PLANS. IT IS NOT TO BE USED FOR CONSTRUCTION. ALL COMMENTS AND APPROVALS MUST BE IN WRITING. APPROVALS FROM REGULATORY AGENCIES.         </p>					
<p> <b>ARCHER-ELGIN</b>            engineering surveying architecture            20141908            MAIN FLOOR PLAN            2/15/2021         </p>					
<p>           CITY OF ROLLA            PUBLIC WORKS BUILDING            MAIN FLOOR PLAN         </p>					
<p>           PROJECT NO: 20141908            DRAWING NO: A-101         </p>					

V.A.2





2 VIEW 2  
SCALE



1 VIEW 1  
SCALE

PRELIMINARY DRAWING FOR PERMITS AND APPROVAL PLANS ONLY. NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT. ALL DIMENSIONS AND MATERIALS TO BE APPROVED BY THE LOCAL REGULATORY AGENCIES.	PROJECT NO. 20141908 DRAWING NO. A-801	CITY OF ROLLA PUBLIC WORKS BUILDING PERSPECTIVE VIEWS	<b>ARCHER-ELGIN</b> <small>Of Archer Group, P.C. dba</small> <b>ARCHER-ELGIN</b> <small>Of Archer Group, P.C.</small> engineering • surveying • architecture CONCRETE ARCHITECTURE ARCHER-ELGIN SURVEYING & ENGINEERING, LLC 1012 So. 66 Street, K. dba, Missouri 63044 Phone: 314-664-6562 Fax: 314-664-7474 www.archer-elgin.com

V.A.3



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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](mailto:archer-elgin@cmarcher.com)

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**March 9, 2021**

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

**ATTN: Honorable Mayor Lou Magdits & Board of Aldermen**

**RE: Engineer's Review and Recommendation of Bids for:  
Rolla Public Works Facility PEMB Project – Bid Package #1**

Dear Mayor Magdits & Board of Aldermen,

On March 3, 2021 the City Clerk, City Engineer and I were on-hand to open and read aloud bids for the above-mentioned project. Accompanying this letter is a summary of the bids received.

The project received a great deal of bidding interest from the general contracting community, resulting in a total of five bids received ranging from the low bid of \$729,438 to a high bid of \$1,177,000. Alexander Construction of St. James, MO was low bidder on the project.

Based upon review of the bids with City staff, it is recommended that Base Bid be awarded to Alexander Construction in the amount of \$729,438.00.

Archer-Elgin appreciates the opportunity to serve the City and looks forward to completing another successful project for the City of Rolla!

**Respectfully,**

**Archer-Elgin Engineering, Surveying and Architecture**

**Cameron Schweiss, P.E.**

**Encl**

**Cc: Steve Hargis, PE, Public Works Director.  
Darin Pryor, PE, City Engineer**

V.A.4

**BID SUMMARY**  
**City of Rolla Public Works Facility - PEMB Rolla, Missouri**  
**Wednesday, March 3, 2021, 12:00 P.M.**

	<b>Bid Bond</b>	<b>Addenda</b>	<b>Base Bid Total</b>	<b>Deductive Alternate #1</b>
<b>Alexander Construction, LLC</b>	Yes	N/A	\$729,438.00	(\$25,182.00)
<b>Cahills Construction, Inc.</b>	Yes	N/A	\$1,177,000.00	(\$24,000.00)
<b>Flowmaster Construction, LLC</b>	Yes	N/A	\$997,159.00	(\$28,000.00)
<b>Reese Equipment Co., Inc.</b>	Yes	N/A	\$756,641.00	(\$55,541.00)
<b>Thomas Construction</b>	Yes	N/A	\$987,392.00	(\$16,000.00)

V.A.S

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 ALEXANDER CONSTRUCTION, LLC.

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 Contract between the City of Rolla, Missouri and Alexander Construction LLC, 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 5<sup>th</sup> DAY OF APRIL 2021.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

v.A.6

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 \_\_\_\_\_ **Alexander Construction, LLC** \_\_\_\_\_ 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: **Public Works Building, PROJECT 225**, 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 **Public Works Building, PROJECT 225**.

V.A.7

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

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 \$729,438.00 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 and that the Contractor shall complete said work within 120 consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

OWNER and Contractor recognize time is of the essence of this agreement and that OWNER will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 12 of the General Conditions. OWNER and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay OWNER Five Hundred dollars (\$ 500 ) each consecutive calendar day of each section that expires following the time specified above for completion of the work.

Liquidated damages will be waived for any one period of time covered by a time extension granted by the OWNER.

In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the OWNER by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the OWNER.

The OWNER shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

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.

V.A.9

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

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

BY \_\_\_\_\_

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

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

STATE OF MISSOURI     )  
SS                             )  
County of Phelps         )

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

V.A.10



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

---

Notary Public

STATE OF MISSOURI     )  
SS                             )  
County of Phelps         )

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

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

---

Notary Public

V.A. 11



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Bid Award/Ordinance**

**Motion/1st Reading**

**ITEM/SUBJECT: Project #524 –2021 Surface Sealing Parking Lots**

**BUDGET APPROPRIATION: \$50,000**

**DATE: 3/15/21**

\*\*\*\*\*

**COMMENTARY:**

**City staff received bids for the 2021 Surface Sealing Parking Lots. The bids were as follows:**

<b>Pierce Asphalt, LLC PO Box 1264 Rolla, MO 65402</b>	<b>\$40,352.00</b>
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<b>Flowmaster Construction LLC 209 West Promenade St. Mexico, MO 65265</b>	<b>\$100,234.37</b>
--	---------------------

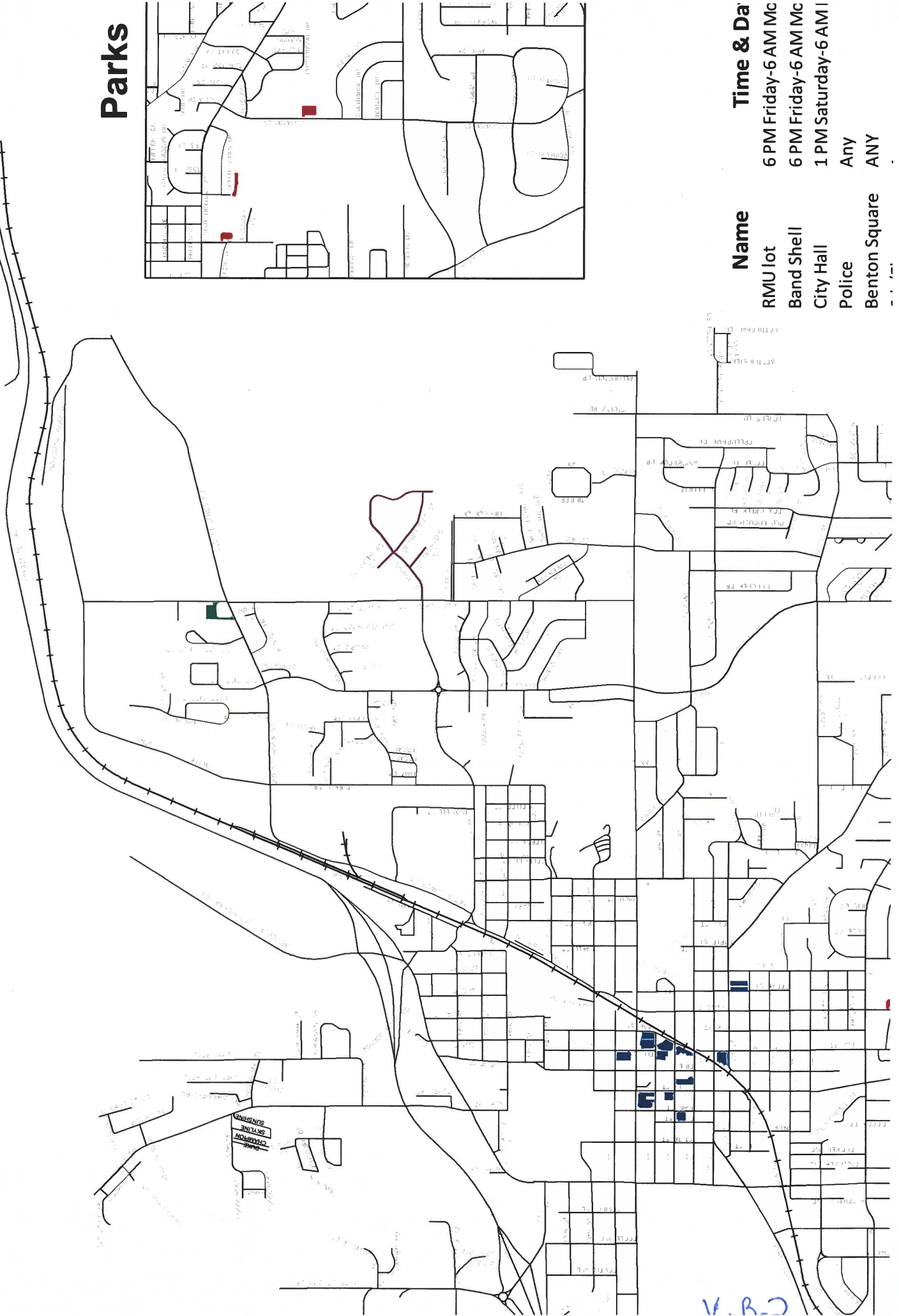
<b>Melrose Quarry &amp; Asphalt Supply, LLC PO Box 187 Rolla, MO 65402</b>	<b>\$69,001.92</b>
--	--------------------

**This phase seals several parking lots. A map is attached**

**Staff is requesting a motion to award the bid to the low bidder, Pierce Asphalt LLC, and the first reading of an ordinance authorizing the Mayor to enter into the contract Pierce Asphalt, LLC for \$40,352.00.**

v.B.1

# 2021 Parking Lot Sealer



V.B.C

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 PIERCE ASPHALT, LLC, 2021 SURFACE SEALING TREATMENT PARKING LOTS, PROJECT #524.

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 Pierce Asphalt, LLC, for 2021 Surface Sealing Treatment Parking Lots, Project #524, 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 5<sup>th</sup> DAY OF APRIL 2021.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## 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 Pierce Asphalt, L.L.C. Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **2021 Surface Sealing Treatment Parking Lots, PROJECT 524**, 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 **2021 Surface Sealing Treatment Parking Lots, PROJECT 524**.

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

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 \$40,352.00 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 \$500.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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



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

CITY OF ROLLA, MISSOURI

CONTRACTOR

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

BY \_\_\_\_\_

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

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

STATE OF MISSOURI )  
SS )  
County of Phelps )

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

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

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

STATE OF MISSOURI )  
SS )  
County of Phelps )

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

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

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

V.B.7







ITEM NO. \_\_\_\_\_

V.C.2

# AGREEMENT

8 Blocks Maintenance, dba SlidePros (Contractor) and City of Rolla MO  
(customer), entered into this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

That the Contractor agreed and by these presents does agree with the Customer to furnish at its own cost and expense all the necessary materials, labor, and equipment, and to carry out and complete in a good, firm, substantial manner,

## RENOVATION OF SPLASH ZONE POOL WATER SLIDES

"The Project", in accordance with the attached Proposal dated March 3, 2021

Contractor further agrees to furnish the labor and materials necessary for completion of this project at the prices set forth in the Proposal and which aggregate amount constitutes the consideration for this Agreement.

The Contractor further agrees to complete and submit the work for final acceptance no later than April 14, 2021.

Unless agreed to in writing by the Customer and Contractor, the total amount paid by the Customer to the Contractor for full of The Project shall not exceed \_\$40,198.

By: \_\_\_\_\_

SlidePros, 23321 MO 96, Oronogo MO 64855

Customer: \_\_\_\_\_

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

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

V.C. 3



23321 MO 96  
Oronogo MO 64855

407-312-2317 O  
417-673-2916 F

sales@SlideProsUS.com  
www.SlideProsUS.com

March 3, 2021

Floyd Jernigan  
Rolla Parks and Recreation  
901 N. Elm, Rolla, MO, 65401

Re: Renovation of Splash Zone Pool Water Slides

Thank you for the opportunity to submit our proposal.

8 Blocks Maintenance dba SildePros has been in business for over 20 years and during that time have performed maintenance and gelcoating on hundreds of water slides. We have never missed a deadline and have never had a customer not open on time. We run 4-5 crews of 4-6 technicians simultaneously throughout the US and can meet this project's deadline. The key personnel to be assigned to the Commerce City project would be:

John Block, owner of 8 Blocks Maintenance, has over 20 years of experience in manufacturing, refurbishing, installing, resurfacing, repairing, and maintaining water slides, aquatic play units and features, towers, and soft play features. John@slideprosus.com 417-438-2207

James Tallman, Field Operations Manager (FOM), has been working in the aquatic industry for over 10 years. He has extensive experience with the maintenance and gelcoating of water slides and other aquatic features. His experience also includes project management and day-to-day jobsite management. James@slideprosus.com 417-439-1190

Our back-office personnel have over ten years collective experience in the aquatic industry as well. The point-of-contact for contracts, coordination, and any other non-field related items is Pam Stepka, Operations Manager. Pam@slideprosus.com 407-312-2317

v.c.4

Our price for the work is as follows:

Resurface interior of open slide:	\$ 8,268.00
Resurface exterior of open slide:	\$ 2,775.00
<b>CLOSED SLIDE OPTION #1</b>	
Resurface entry tub, exit, and one piece each in/out of closed slide:	\$ 5,100.00
Clean, polish, buff, and wax covered sections of closed slide:	\$ 1650.00
Resurface exterior of closed slide:	\$ 2,790.00
<b>CLOSED SLIDE OPTION #2</b>	
Resurface entire closed slide:	\$ 8,365.00
Resurface exterior of closed slide:	\$ 2,790.00
<b>TOWER</b>	<b>\$18,000.00</b>

We would coordinate start date, progress reports, and any other items with the city's representative on an on-going basis.

Our method of approach for your project would be as follows:

Perform a site walk-through with the city's representatives to discuss the scope and assess site for equipment access;

**Water Slides**

Interior:

- High-pressure water clean up to 4,000 p.s.i. using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;
- Descale all slides and structures with CalKlean;
- Remove all caulking from slides;
- Make all necessary repairs to gelcoat of inner and outer slide surfaces
- Apply Maxguard LEI Series Ashland gelcoat with Duratec high gloss additive at 22-24 mils;
- After cure, wet sand and buff and wax any imperfections with 800 and 1000 grit
- Re-caulk all seams using Sikaflex 291 white fast cure;

Exterior:

- High-pressure water clean up to 4,000 p.s.i. using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;
- Power tool prepare any rusted surfaces with D.L. sanders, grinders, and wire wheel;
- Spot prime all necessary areas including bare steel, corroded areas, rigging scrapes, burnishes, and welds using Sherwin Williams Macropoxy 646
- Finish paint slide exteriors using Sherwin Williams Sheroloxane 800



**Stair Structure**

Hand prepare necessary areas by hand scraping, sanding, and wire brush  
Power tool prepare all rusted surfaces with D.L. sanders, grinders, and wire wheel  
Pre-prime corroded surfaces with Sherwin Williams Macropoxy 5000 penetrating wicking primer (designed to seep/wick into joint welds and angles)  
Spot prime all necessary areas including bare steel, corroded areas, rigging scrapes, burnishes, and welds using Sherwin Williams Macropoxy 646  
Finish paint all structural steel using Sherwin Williams Sheroloxane 800

Perform periodical walk-throughs with city’s representative as the job progresses to ensure work is being performed to the city’s expectations and to address any issues that may arise.

**WARRANTY:**

SlidePros guarantees work to be free from imperfections and delamination for a period of five years. Damage from improper swimwear, vandalism, acts of nature, etc. are excluded.

Note: Warranty does not cover fading of the gelcoat.

Warranties are invalid if proper maintenance is not undertaken. It is recommended that water slides be cleaned and waxed, and seams re-caulked at least once a year.

If a warranty issue arises, notify us immediately. If it is a safety issue, we will advise how to temporarily remedy the issue so the water slide can stay in use until we can dispatch a technician. Non-safety issues will be addressed in a time that is mutually agreed upon by both parties. Note that caulk is a wear item and depending on the movement of the slide sections, it may come loose.

Regards,



Operations Manager  
407-312-2317  
pam@SlideProsUS.com

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

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

