

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, October 19, 2020
901 North Elm Street
City Hall Council Chambers
6:30 P.M.**

PLEDGE OF ALLEGIANCE

Councilman Lister Florence, Jr.

I. PUBLIC HEARINGS

None.

II. SPECIAL PRESENTATIONS

A) University of Missouri Extension – Ms. Rachel Buenemann, MS, RD, LD

III. OLD BUSINESS

- A) **Ordinance** Amending Chapter 35 of the Code Relating to Sewer User Rates –
(Public Works Director Steve Hargis) – **Final Reading**
- B) **Ordinance** Authorizing the Mayor to Enter into a Contract with Insituform Technologies, USA for the Rehabilitation of Sanitary Sewer Lines – (City Engineer Darin Pryor) –
Final Reading
- C) **Ordinance** Approving Cooperative Agreement on University Drive Realignment –
(City Administrator John Butz) – **Final Reading**

IV. NEW BUSINESS

- A) **Resolution** Authorizing the Execution of the Sustainable Ozarks Partnership (SOP) Agreement – (City Administrator John Butz) - **Motion**
- B) **Resolution** Authorizing the Mayor to Execute a Special Warranty Deed Transferring Lots 2B & 2C of Westside MarketPlace to Mr. Stephen Dunaway –
(City Administrator John Butz) – **Motion**
- C) **Motion** Appointing “Employer Representative” for the Annual LAGERS Meeting –
(City Administrator John Butz) - **Motion**
- D) **Motion** Approving the Tree Resource Improvements & Maintenance (TRIM) Grant Award –
(Parks Director Floyd Jernigan) – **Motion**
- E) **Ordinance** Authorizing the Mayor to Enter into a Sewer Treatment Intermunicipal Agreement with the City of Doolittle – (Public Works Director Steve Hargis) – **First Reading**
- F) **Ordinance** Authorizing the Mayor to Execute a Contract with Archer-Elgin for Design & Construction of Public Works Facility Street and Traffic –
(Public Works Director Steve Hargis) – **First Reading**
- G) **Ordinance** Authorizing the Mayor to Execute a Contract with The Lochmueller Group for the Design and Cost Estimates for 18th/Old St. James/Bardsley/Burlington Railroad –
(Public Works Director Steve Hargis) – **First Reading**

V. CLAIMS and/or FISCAL TRANSACTIONS

A) **Motion** Awarding the Bid for Police SUVs – (Police Chief Sean Fagan) – **Motion**

B) **Motion** Award Bid for Police SUV Equipment – (Police Chief Sean Fagan) – **Motion**

VI. MAYOR/CITY COUNCIL COMMENTS

VII. CITIZEN COMMUNICATION

A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

A) Halloween 2020 – Keeping it Safe

IX. CLOSED SESSION

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

A) Personnel

X. ADJOURNMENT

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance/Final Reading

ITEM/SUBJECT: FY 2020-2021 Sewer User Rates

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 10/19/20

COMMENTARY:

The attached ordinance increases the basic user rate for metered user from \$5.25/1000 gal to \$5.40/1000. This will raise the average user base rate from \$21.37 to \$21.98 per month. The service availability fee is to go from \$9.00 to \$12.00 per month in January. The total increase this budget year for the average user would then go from \$30.37 to \$33.98 per month.

We did a quick survey of larger out-state Missouri cities and found these results:

	SAF	Charge/1000 gal	Residential Charge/Month
Columbia	\$12.37	\$3.41	\$26.25
Jefferson City	\$11.33	\$4.57	\$29.93
Rolla	\$12.00	\$5.40	\$33.98
Springfield	\$20.89	\$3.34	\$34.48
Joplin	\$34.80	\$2.28	\$44.08

The non-metered user will go from \$389.16 per year to \$407.74 per year.

This increase was included in the recently approved 2020-2021 Budget.

Staff recommends approval of the Ordinance.

III. A.1.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER.

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

Section 1: That Sections 35-126, 35-127 and 35-128 of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby repealed;

Section 2: That new Sections 35-126, 35-127 and 35-128 of Chapter 35, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby enacted in lieu thereof follows:

Section 35-126. Basic user rate for metered users.

Each user shall pay for the services provided by the City based on his use of the treatment works as determined by water meters acceptable to the City.

User charges shall be based on water used during the current month. If a user has a consumptive use of water, or in some other manner uses water, which is not returned to the wastewater collection system, the user charge for that contributor may be based on separate water meters installed and maintained at the contributor's expense, and in a manner acceptable to the City.

On a monthly basis, each contributor shall pay a user charge rate for operation and maintenance including replacement for each 1,000 gallons of water use.

This rate per 1,000 gallons shall be as follows:

As of first billing after

January 1, 2020	\$5.25/1,000 gallons
October 19, 2020	\$5.40/1,000 gallons

In addition, a service availability fee will be assessed for all users. This fee will be assessed based on the cost of operation and maintenance of the collection system. Each user will be assessed based on the water meter size. The following table presents these costs:

As of first billing after	January 1, 2020	
	Water Meter Size	Service Availability Fee
	Up to 1"	\$9.00/month

III. A. 2.

1.5"	\$12.75/month
2.0"	\$18.75/month
3.0"	\$37.50/month
4.0"	\$56.25/month
6.0"	\$93.75/month

As of first billing after	January 1, 2021	
	Water Meter Size	Service Availability Fee
	Up to 1"	\$12.00/month
	1.5"	\$17.00/month
	2.0"	\$25.00/month
	3.0"	\$50.00/month
	4.0"	\$75.00/month
	6.0"	\$125.00/month

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each such user shall be determined by the responsible plant operating personnel and approved by the city council

The user charge rates established in this Article apply to all users, regardless of their location, of the City's treatment works.

Section 35-127. Basic user rate for non-metered residential users.

All residential non-metered users of wastewater facilities shall pay a flat rate annual charge to cover the charge per 1,000 gallons usage and the service availability fee equivalent to a one-inch water meter.

The flat rate annual charge for non-metered users shall be as follows:

As of first billing after	January 1, 2020	\$389.16 per year
	January 1, 2021	\$407.74 per year

The Public Works Director may require such flat rate user to install a metering device on the water supply to measure the amount of service supplied and to adjust the annual user fee accordingly

III. A.3.

Sec. 35-128. Surcharge rate.

The rates for surcharges for BOD and SS shall be as follows:

Unit BOD charge of \$0.926 per pound.

Unit SS charge of \$0.741 per pound.

Sec. 35-129. Computation of surcharge.

The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the Public Works Director and shall be binding as a basis for surcharges. The wastewater surcharge shall be computed by the following formula:

Total monthly charge to extra strength user =
V (\$5.40/1000 gal unit charge)
+ V (\$0.926/1000 gal unit BOD charge) (BOD_{es}-BOD_{nd})(.00834)
+ V (\$0.741/1000 gal unit SS charge) (SS_{es} - SS_{nd})(.00834)

Where:

V is the Volume of wastewater in 1000 gallons discharged by the extra strength user during the month.

Unit flow charge is in \$/1000 gal from Section 35-126.

Unit BOD charge is in \$/lb BOD from paragraph 4. Unit SS charge is in \$/lb SS from paragraph 4.

BOD is the normal BOD strength in milligrams per liter (mg/l) as defined in Sec. 35-124 of the ordinance.

SS is the normal domestic SS strength in mg/l as defined in Sec. 35-124 of the ordinance and .00834 is a unit conversion factor.

es is extra strength.

nd is normal domestic.

Section 3: This Ordinance shall be in full force and effect as of the first billing of the Sewer and Water Charges after passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 19th DAY OF OCTOBER 2020.

III. A. 4.

Page 4
Ordinance No. _____

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

III. A. 5.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance - Final Reading

ITEM/SUBJECT: Rehabilitating Sanitary Sewer Lines

BUDGET APPROPRIATION (IF APPLICABLE) - \$200,000.00 DATE: 10/19/2019

COMMENTARY:

Attached is a contract to rehabilitate just under seven tenths of a mile of sanitary sewer in various locations throughout the city. This is the tenth year staff is proposing to participate in the cooperative purchasing arrangement with other Missouri communities with a bid received by Independence, Missouri.

Staff requesting the final reading of the ordinance authorizing the Mayor to enter into contract with Insituform Technologies, USA for \$188,128.50.

III B.1.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INSITUFORM TECHNOLOGIES USA, 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 an agreement between the City of Rolla, Missouri and Insituform Technologies USA, 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 19TH DAY OF OCTOBER 2020.

APPROVED:

MAYOR

ATTEST:

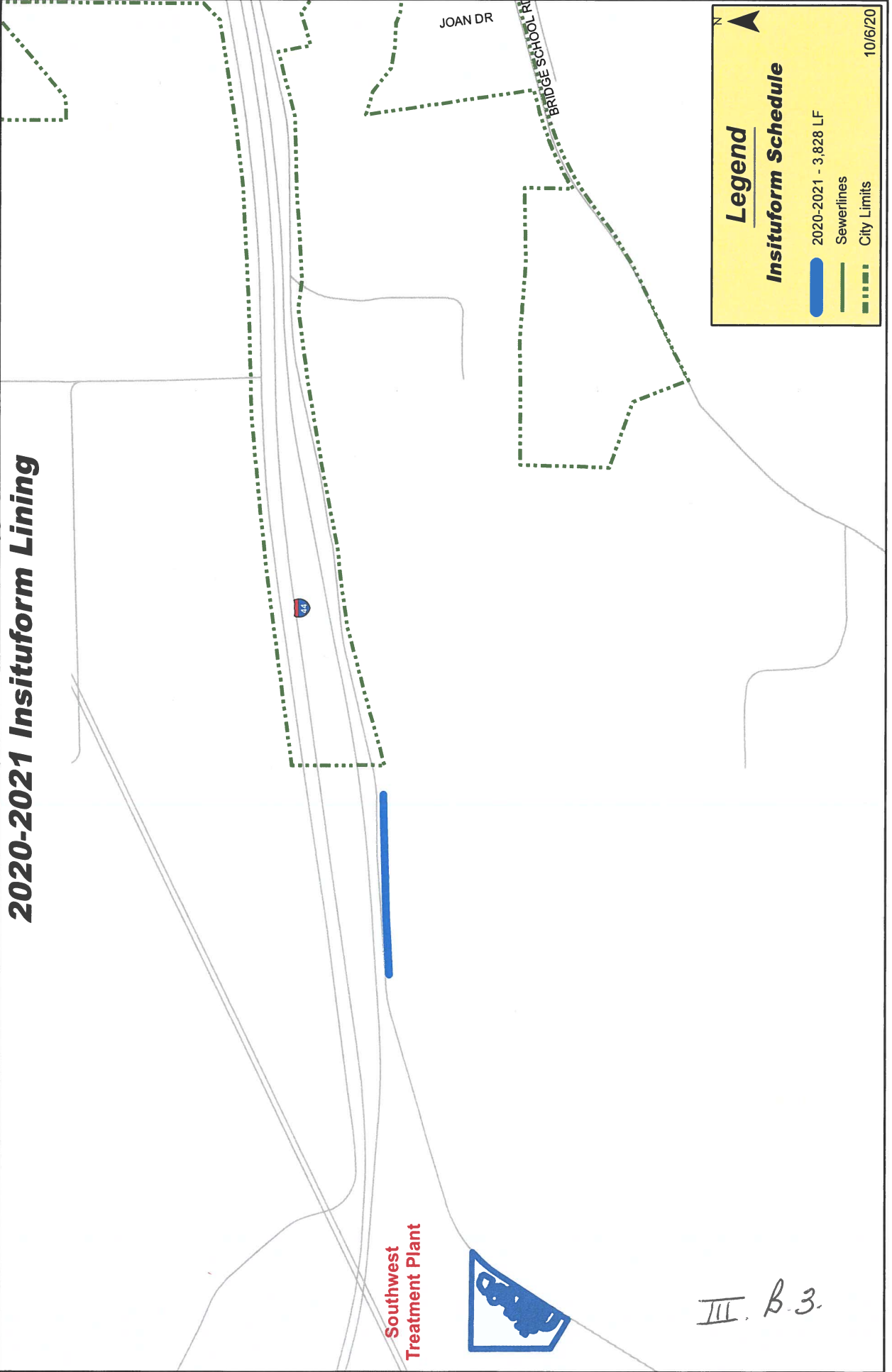
CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

III. B. 2.

2020-2021 Insituform Lining



Legend

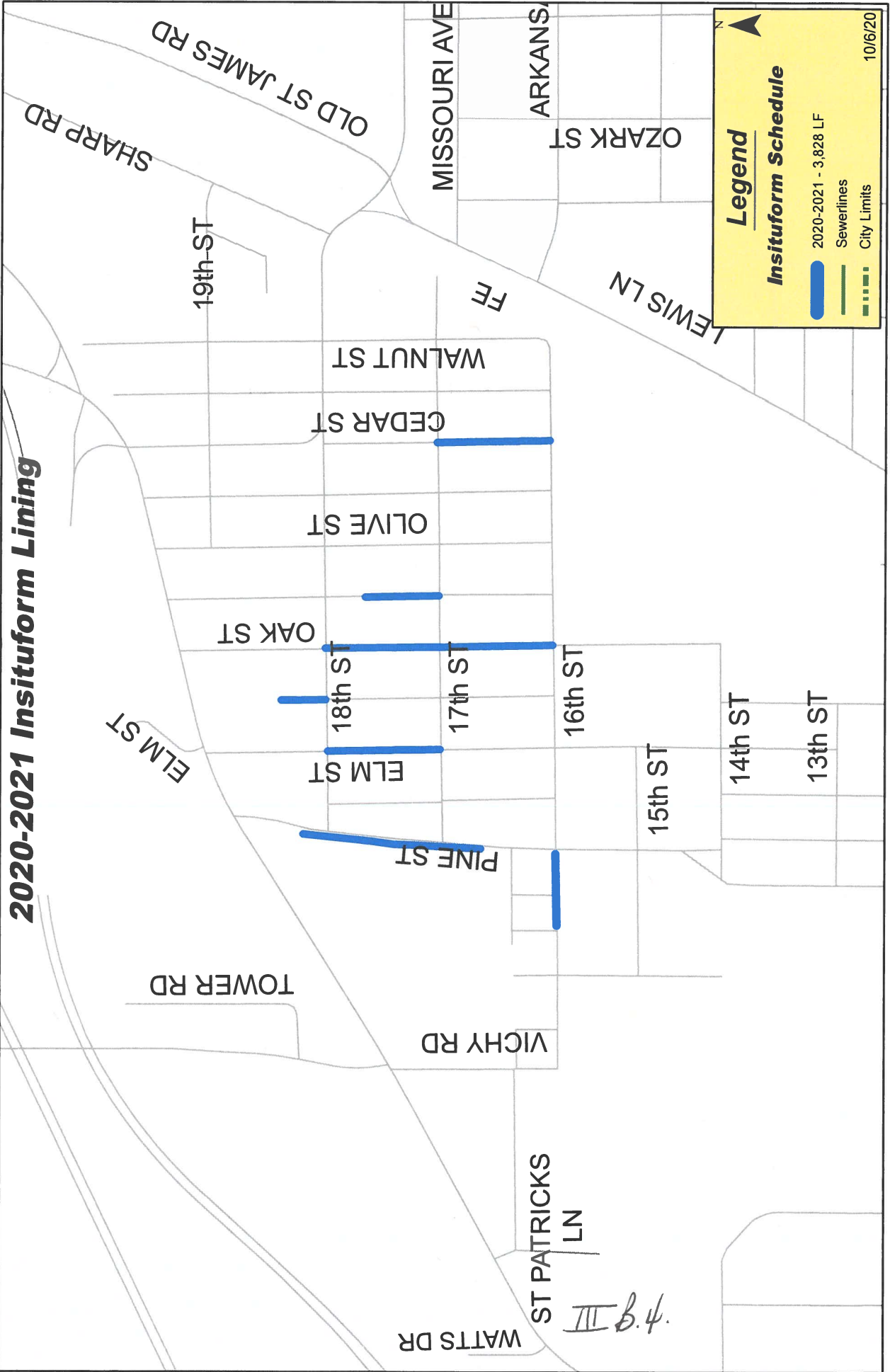
Insituform Schedule

- 2020-2021 - 3,828 LF
- Sewerlines
- City Limits

10/6/20

III. B.3.

2020-2021 Insituform Lining



WATTS DR
ST PATRICKS LN
III B.4.

EXHIBIT A



Insituform
Technologies USA, LLC

Worldwide Pipeline
Rehabilitation

17988 Edison Avenue
Chesterfield, MO 63005

Tel: 314-409-5069
gpatton@aegion.com

August 26, 2020

To: David Forshee
City of Rolla
1801 Highway 72 East
Rolla, MO 65402
(573) 612-5818
dforshee@rollacity.org

ACES# AAJA-YMPVL9

Re: City of Rolla, MO, 15", 8", and 6" Sanitary Sewer CIPP Project 2020 Revision 2

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform® work on the above referenced project.

Rolla MO 2020 15in		Unit of	Per Bid		
Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
1	MH M2-13 to MH M2-12 15"	LF	210	\$ 78.75	\$ 16,537.50
2	MH M2-12 to MH M2-11 15"	LF	303	\$ 68.25	\$ 20,679.75
3	MH M2-11 to MH M2-10 15"	LF	322	\$ 68.25	\$ 21,976.50
4	MH M2-10 to MH M2-9 15"	LF	398	\$ 68.25	\$ 27,163.50
5	MH BW1-4 to MH BW1-2 6"	LF	360	\$ 25.20	\$ 9,072.00
6	MH Bw1-9 to MH BW1-8 6"	LF	141	\$ 47.25	\$ 6,662.25
7	MH BW1-21 to MH BW1-19 6"	LF	289	\$ 25.20	\$ 7,282.80
8	MH BW1-7 to MH BW1-4 6"	LF	361	\$ 25.20	\$ 9,097.20
9	MH BW1-13 to MH BW1-12 6"	LF	154	\$ 30.45	\$ 4,689.30
10	MH BW1-27 to MH BW1-24 8"	LF	225	\$ 30.45	\$ 6,851.25
11	MH BW1-14 to MH BW1-13 8"	LF	202	\$ 30.45	\$ 6,150.90
12	MH BW1-35 to MH BW1-34 8"	LF	231	\$ 30.45	\$ 7,033.95
13	MH BW1-19 to MH BW1-18 8"	LF	275	\$ 25.20	\$ 6,930.00
14	MH BW1-45 to MH BW1-44 8"	LF	358	\$ 25.20	\$ 9,021.60
15	Traffic control	LS	1	\$ 7,350.00	\$ 7,350.00
16	Mobilization	LS	1	\$ 11,650.00	\$ 11,650.00
17	Bypass	LS	1	\$ 2,580.00	\$ 2,580.00
18	Pull straps 6"	LS	1	\$ 2,150.00	\$ 2,150.00
19	Bonds	LS	1	\$ 5,250.00	\$ 5,250.00
					\$ 188,128.50

Inclusions and exclusions as stated unless different with the Independence MO term contract.

INCLUDED:

- ✓ Installation of Insituform® CIPP
- ✓ Standard cleaning of loose debris and televising
- ✓ Certificate of insurance with a standard coverage

III. B.5.

- ✓ Bypass
- ✓ Dry weather work only
- ✓ Post TV
- ✓ All pricing assumes 100% of above scope. If scope changes, pricing will need to be reevaluated

EXCLUDED:

- ◆ Sales or use tax – client to provide tax exempt certificate
- ◆ Permits or retainage
- ◆ Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.
- ◆ Site clearing, access points for easements, manhole location
- ◆ Traffic control beyond standard cones and early warning signs.
- ◆ Special Insurance such as Railroad Protective Liability and Owners & Contractors Protective Liability
- ◆ Weekend/Holiday Work.

OWNER TO PROVIDE:

- ◆ Access to manholes including clearing and ground leveling/stabilization if needed for equipment
- ◆ Traffic control plan, permits, devices if needed (other than standard cones)
- ◆ Suitable water supply (typically fire hydrant) for cleaning and CIPP
- ◆ Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.
- ◆ Permits as needed

General Conditions:

1. We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.
2. Laterals, if encountered, that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.
3. To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts

Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

- 4. LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.**
- 5. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.**
- 6. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.**
- 7. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform[®] process per the above conditions, and Insituform[®] specifications, are included.**
- 8. PAYMENT TERMS: Payment is due in full, without exception or retention, within 35 days of date of invoice.**
- 9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.**

Thank you,

INSITUFORM TECHNOLOGIES USA, LLC.

Offered By:

Accepted By:

Insituform Technologies USA, LLC.



Signature

Name/Title

Date

Organization

Accepted by: Insituform Technologies USA, LLC.

Date: _____

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.

CITY OF ROLLA
CITY COUNCIL AGENDA

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

SUBJECT: Ordinance Approving Cooperative Agreement on University Dr.
Realignment

BUDGET APPROPRIATION: \$ 7.75M **DATE:** Oct. 19, 2020

COMMENTARY: The Move Rolla TDD is a transportation strategy aimed at enhancing economic opportunities, safely moving vehicular traffic for the next 20 years, relieving congestion on the City's primary corridors and enhancing pedestrian/bicycle safety and mobility. Key projects completed or underway include the Highway 72 extension, access roads to Westside Market Place, Kingshighway revitalization and a pedestrian bridge over I-44 at Highway E. The last two projects are the University Drive realignment and Pine Street improvements to downtown.

For several months, the TDD Board and City in conjunction with HNTB have been working with preliminary design of the University Drive relocation. The primary goals of this project include a new arrival district for S&T and Phelps Health, traffic calming and mobility along Highway 63 and pedestrian safety. After much planning, including involvement of MoDOT and federal highway, a roundabout at Bishop between 12th and 13th Streets was determined to be the best design. The attached Cooperative Agreement lays out the key elements of this project including funding (52% TDD; 48% S&T), landscaping design and maintenance (S&T), right-of-way property transfers, and a future pedestrian underpass at 14th Street (S&T).

The UM System of Curators, MRTDD and RMU have signed off on the Cooperative Agreement. City Council did first reading of the ordinance in September.

Recommendation: Motion to approve the final reading of the University Drive Cooperative Agreement.

III. C.1.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, BY AND AMONG THE MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT, ROLLA MUNICIPAL UTILITIES, AND THE CURATORS OF THE UNIVERSITY OF MISSOURI, A TRANSPORTATION PROJECT COOPERATION AGREEMENT UNIVERSITY DRIVE REALIGNMENT PROJECT.

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, by and among the Move Rolla Transportation Development District, Rolla Municipal Utilities, and the Curators of the University of Missouri, a Transportation Project Cooperation Agreement - University Drive Realignment Project, a 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 19th DAY OF OCTOBER 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

III. C. 2

**TRANSPORTATION PROJECT COOPERATION AGREEMENT
UNIVERSITY DRIVE REALIGNMENT PROJECT**

This **TRANSPORTATION COOPERATION AGREEMENT** (this "*Agreement*") is made and entered into as of the ___ day of _____, 2020, by and among the **MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the "*District*"), the **CITY OF ROLLA, MISSOURI**, a third-class city and political subdivision of the State of Missouri (the "*City*"), the **CITY OF ROLLA, MISSOURI** acting by and through its Board of Public Works and commonly referred to as **ROLLA MUNICIPAL UTILITIES ("RMU")**, and **THE CURATORS OF THE UNIVERSITY OF MISSOURI**, a Missouri public corporation, on behalf of its Missouri University of Science and Technology ("*S&T*"). *The District, the City, RMU and S&T are collectively referred to herein as the "Parties."*

RECITALS

- A. The "University Drive Realignment Project," depicted on **Exhibit A** attached hereto, is within the scope of the transportation projects that the District was created to undertake.
- B. The District lacks the resources to complete the University Drive Realignment Project without the cooperation and assistance of the other Parties.
- C. The City, RMU and S&T will all benefit for the completion of the University Drive Realignment Project.
- D. The Parties desire to enter into this Agreement to memorialize their respective obligations and responsibilities with respect to the University Drive Realignment Project.

AGREEMENT

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

Section 1. Representations.

- (a) District. The District hereby represents and warrants to the other Parties that (1) the District is authorized to enter into and perform this Agreement, (2) this Agreement was duly authorized by the governing body of the District, and (3) this Agreement is binding upon, and enforceable against the District, in accordance with its terms.
- (b) City. The City hereby represents and warrants to the other Parties that (1) the City is authorized to enter into and perform this Agreement, (2) this Agreement was duly authorized by the governing body of the City, and (3) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.
- (c) RMU. RMU hereby represents and warrants to the other Parties that (1) RMU is authorized to enter into and perform this Agreement, (2) this Agreement was duly authorized by the governing body of RMU, and (3) this Agreement is binding upon, and enforceable against RMU, in accordance with its terms.

(d) S&T. S&T hereby represents and warrants to the other Parties that (1) S&T is authorized to enter into and perform this Agreement, (2) this Agreement was duly authorized by the governing body of S&T, and (3) this Agreement is binding upon, and enforceable against S&T, in accordance with its terms.

Section 2. Project Design; Construction Schedule.

(a) The Parties acknowledge that the City has contracted with HNTB Corp. ("*HNTB*") for preliminary design of the University Drive Realignment Project. The City shall not replace HNTB without the approval of the Vice Chancellor for Finance and Operations of S&T.

(b) In addition to design work provided by HNTB or others, the City shall provide technical and administrative support relating to the planning, design and administration of the University Drive Realignment Project in a manner consistent with other public work projects undertaken by the City.

(c) Final design of the University Drive Realignment Project shall be consistent with the depiction attached as **Exhibit A** hereto. Final design shall be approved by (1) the City, in the manner in which the City typically approves design of transportation projects and (2) by the Vice Chancellor for Finance and Operations of S&T.

(d) The initial estimated budget for the University Drive Realignment Project is attached as **Exhibit B** hereto ("*Initial Budget*"). Upon final design of the University Drive Realignment Project, the City shall prepare or cause to be prepared a revised budget and schedule for construction and funding reasonably acceptable to the Vice Chancellor for Finance and Operations of S&T. Any further changes to the design, budget or construction schedule shall be subject to approval by the City and the Vice Chancellor for Finance and Operations of S&T, which approval shall not be unreasonably withheld. The anticipated construction schedule shall provide for completion of the University Drive Realignment Project by March 31, 2022.

Section 3. Property Acquisition.

(a) Except as provided in (b) below with respect to real property currently owned by S&T, the City and the District shall be responsible for the acquisition of all real property and other interests, including without limitation, permits or licenses from the Missouri Highways and Transportation Commission (if any), necessary for the University Drive Realignment Project. The parcels acquired or to be acquired are generally shown on the map attached as **Exhibit C** hereto ("*Acquisition Map*"). The City shall regularly update the other Parties regarding property acquisition progress. Neither the City nor the District shall be obligated to use eminent domain to acquire any property that it cannot be obtain through good faith negotiations (provided, however, that the City and the District may, in their sole discretion, elect to use such authority upon appropriate action by their governing bodies and in accordance with applicable statutes).

(b) Within 30 days after the City notifies S&T that it has acquired all real property necessary for the University Drive Realignment Project except for the real property owned by S&T generally shown on the map attached as **Exhibit D** hereto ("*S&T Parcel Map*"), S&T shall convey or dedicate for right-of-way purposes such real property to the City at no cost to the City or the District.

(c) S&T shall cooperate with the City to grant any construction easements or other encumbrances on real property retained by S&T reasonably necessary to accommodate the construction of the University Drive Realignment Project.

(d) Following completion of the University Drive Realignment Project, the City or the District, as applicable, shall convey to S&T at no cost:

(1) all real property previously conveyed to the City pursuant to **Section 3(b)**, above, but ultimately not needed as rights-of-way; and

(2) all other real property acquired for the University Drive Realignment Project, but ultimately not needed as rights-of-way.

Section 4. Project Construction; Dedication to City.

(a) The City shall oversee and let all contracts required to construct the University Drive Realignment Project including, without limitation, demolition and clearance of existing structures on property acquired for the University Drive Realignment Project, sewer relocation, and roadway construction. All contracts let in connection therewith shall comply with the City's bidding and contracting procedures and all laws and regulations applicable to public works projects.

(b) Upon completion of the University Drive Realignment Project, and subject to all applicable City ordinances and regulations, the City shall accept dedication of the University Drive Realignment Project.

Section 5. Project Funding.

(a) The Parties acknowledge that, as of the date of this Agreement, the University Drive Realignment Project is expected to cost \$7,750,000 to complete, including \$_____ spent to date by the District for property acquisition and design.

(b) S&T hereby agrees to fund 48% of the cost of the University Drive Realignment Project, but not to exceed \$3,750,000.

(c) The District hereby agrees to fund 52% of the cost of the University Drive Realignment Project, but not to exceed \$4,000,000 (inclusive of the amount spent to date referenced in (a) above).

(d) If the University Drive Realignment Project costs more than \$7,750,000, the District shall pay 52% of any cost overruns and S&T shall pay 48% any cost overruns subject to reimbursement from the District from the following sources:

(1) Proceeds of the District's Transportation Sales Tax Revenue Bonds, Series 2017 that are not needed for other transportation projects, as determined by the District's Board of Directors;

(2) Amounts appropriated from the District's Operating Fund by its Board of Directors; or

(3) The first available "project fund" bond proceeds from any additional or refunding transportation sales tax bonds issued by the District.

(e) S&T and the District shall pay their respective shares of the cost of the University Drive Realignment Project to or at the direction of the City no later than 15 days after receipt of a written request for such payment from the City, which written request will include documentation of the applicable costs for which payment is then requested. Notwithstanding the foregoing, the amounts paid by S&T under this Section shall not exceed 48% of the total University Drive Realignment Drive project costs paid, inclusive of the costs described in any pending written requests for payment under this paragraph.

Section 6. Maintenance.

(a) Except as otherwise provided in this Section, the City will be responsible for all rights-of-way, roadways, sidewalks and other improvements dedicated to the City as part of the University Drive Realignment Project; provided, however, that the District may, at its sole discretion, appropriate funds to reimburse the City for costs associated with such maintenance.

(b) S&T shall, at its cost, design, install and maintain the landscaping within and around the University Drive Realignment Project on public rights-of-way and property owned by S&T. Such landscaping shall be kept in good condition. S&T may make changes to the landscape design from time to time provided, however, that the City's Director of Public Works must approve any material design changes in writing, which approval shall not be unreasonably withheld.

(c) S&T shall clear ice and snow from all sidewalks constructed as part of the University Drive Realignment Project that abut S&T's campus in the same manner as it treats other sidewalks within S&T's campus.

Section 7. Additional Improvements to University Drive Area. Notwithstanding anything to the contrary contained herein, and separate from the University Drive Realignment Project designed, constructed and funded pursuant to **Sections 3, 4 and 5:**

(a) RMU, at its own cost, shall be responsible for all electric and water utility relocation associated with the University Drive Realignment Project. Electric and water utility relocation may be separately let or included in the same contract or contracts for the University Drive Realignment Project. If such work is included in the same contract or contracts as other work associated with the University Drive Realignment Project, RMU shall pay for the portion of such contract or contracts associated with the electric and water utility work. The Parties acknowledge and agree that the relocation of electric and water utilities will include certain pole relocations and water main adjustments. While poles and mains will be removed to allow for construction the University Drive Realignment Project, as necessary, new poles and mains may not be installed until there are final plans for development west of Bishop Avenue so that the new poles and mains can be installed in a manner that accommodates such development.

(b) Sewer relocation and street installation shall be included within the scope of the University Drive Realignment Project that is designed, completed and funded pursuant to **Sections 3, 4 and 5.** The design of the street lighting improvements and materials to be installed are subject to the written approval of RMU, which approval shall not be unreasonable withheld.

(c) S&T shall cause to be designed and constructed, at S&T's sole cost and under a contract(s) let by S&T, a pedestrian control mechanism to prevent pedestrian movements between the proposed roundabout and 14th Street (the "*Pedestrian Control Project*"). The Pedestrian Control Project shall be designed and constructed to S&T standards, provided, however, that the City's Director of Public Works must approve the design of the Pedestrian Control Project in

writing, which approval shall not be unreasonably withheld. S&T shall complete the Pedestrian Control Project by December 31, 2023.

(d) S&T shall cause to be designed and constructed, at S&T's sole cost and under a contract(s) let by S&T, improvements to the pedestrian underpass at old 14th Street (the "Pedestrian Underpass Project") as depicted on **Exhibit E**. The Pedestrian Underpass Project shall be designed and constructed to S&T standards, provided, however, that the City's Director of Public Works must approve the design of the Pedestrian Underpass Project in writing, which approval shall not be unreasonably withheld. S&T shall complete the Pedestrian Underpass Project by December 31, 2027. Notwithstanding the foregoing, S&T's obligations under this paragraph are expressly preconditioned on the City petitioning the MHTC to vacate, and MHTC vacating the right-of-way associated with the existing University Drive alignment and the transfer of such real property to S&T at no cost no later than January 1, 2027.

(e) S&T shall be responsible for installing landscaping and maintaining landscaping around the "Pedestrian Bridge Project" as depicted on **Exhibit F**, including bridge approaches and shall keep the bridge and approaches clear of ice and snow in the same manner as it treats other sidewalks within S&T's campus.

(f) S&T and RMU will cooperate in good faith to develop a plan and potential access routes to install electric poles and lines and otherwise repower the area located east of Bishop Avenue and north of 10th Street.

Section 8. Events of Default; Remedies.

(a) The following shall be events of default (each, an "*Event of Default*") with respect to this Agreement:

(1) If any material representation made by a Party in this Agreement, or in any certificate, notice, demand or request made by a party, in writing and delivered to the other Parties pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made; or

(2) Breach by a Party of any material covenant, warranty or obligation set forth in this Agreement.

(b) In the case of an Event of Default by a Party, such Party or successor shall, upon written notice from any other Party, take immediate action to cure or remedy such Event of Default within 60 days after receipt of such notice. If the Event of Default is not cured or remedied within such 60 day period (or, in the case of an Event of Default that cannot be cured within a 60 day period, the defaulting Party does not make reasonable progress toward curing the default and/or does not notify the other Parties of when such default will be cured), then any aggrieved Party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceeding to compel specific performance by the Party in default of its obligations.

Section 9. Miscellaneous.

(a) Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

(b) Amendments. The Parties may amend or modify this Agreement only by written instrument duly executed by the Parties hereto.

(c) Scope. This Agreement constitutes the entire Agreement among the Parties, and no statements, promises or inducements that are not contained in this Agreement will be binding on the Parties.

(d) Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the Parties, or any Party, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested as of the date first written above.

**MOVE ROLLA TRANSPORTATION
DEVELOPMENT DISTRICT**

By: [Signature]
Name: LOUIS MAGALIS
Title: CHAIRMAN of Bd/MD

(SEAL)

ATTEST:

By: [Signature]
Name: Edward J. Clayton
Title: Secretary

CITY OF ROLLA, MISSOURI

By: [Signature]
Name: LOUIS MAGALIS
Title: MAYOR

(SEAL)

ATTEST:

By: [Signature]
Name: John Bate
Title: Executive Director

CITY OF ROLLA, MISSOURI acting by and through its Board of Public Works, a/k/a ROLLA MUNICIPAL UTILITIES


By: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

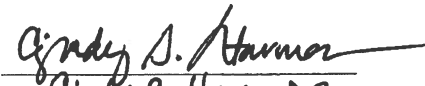
By: _____
Name: _____
Title: _____

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: 
Name: Ryan D. Rapp
Title: Vice President for Finance,
Chief Financial Officer and Treasurer

(SEAL)

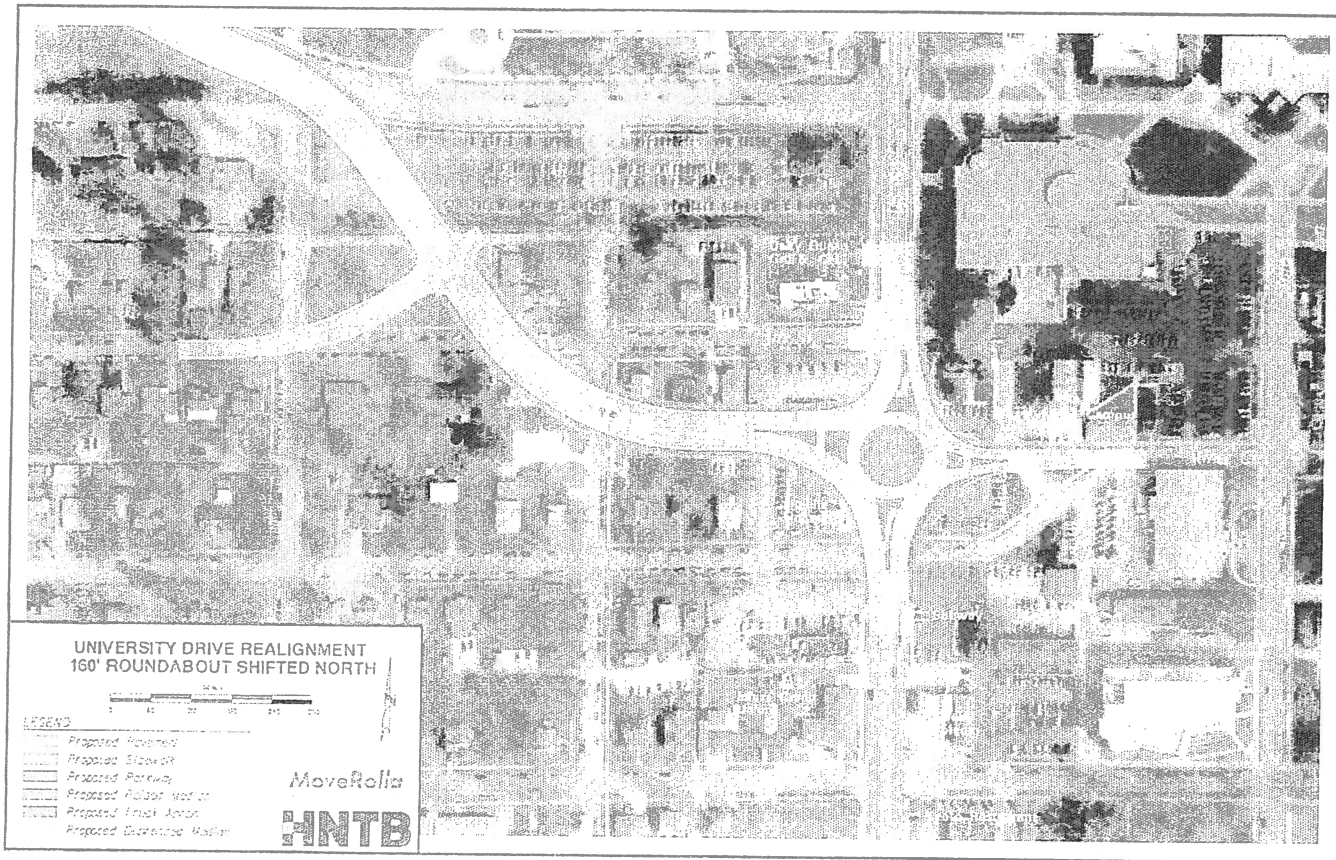
ATTEST:

By: 
Name: Cindy S. Harmon
Title: Secretary of Board of Curators

APPROVED
AS TO
LEGAL FORM
8-19-20 S.R.W.

EXHIBIT A

UNIVERSITY DRIVE REALIGNMENT PROJECT



III Co 11

EXHIBIT B

INITIAL BUDGET

Construction	\$ 3,200,000.00
Architect/Engineering Fees	\$ 570,000.00
Land Purchases	\$ 3,980,000.00
TOTAL	\$ 7,750,000.00

EXHIBIT C

AS OF JUNE 25, 2020

Legend



PARCELS ALREADY ACQUIRED

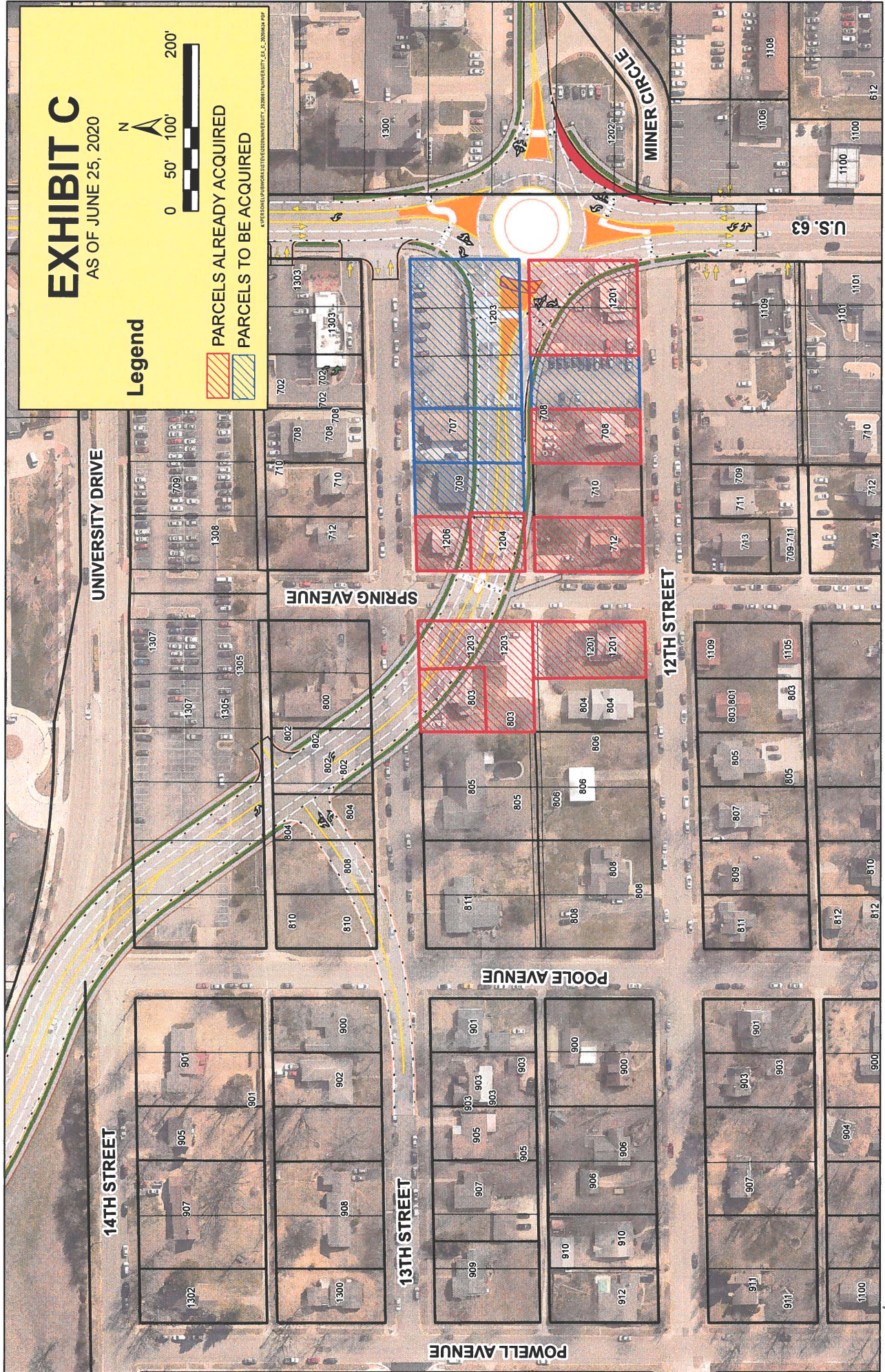


PARCELS TO BE ACQUIRED

N



© 2020 JORDAN UNIVERSITY, JORDAN UNIVERSITY, J.C. 2020044.PDF



III.C.13

EXHIBIT D

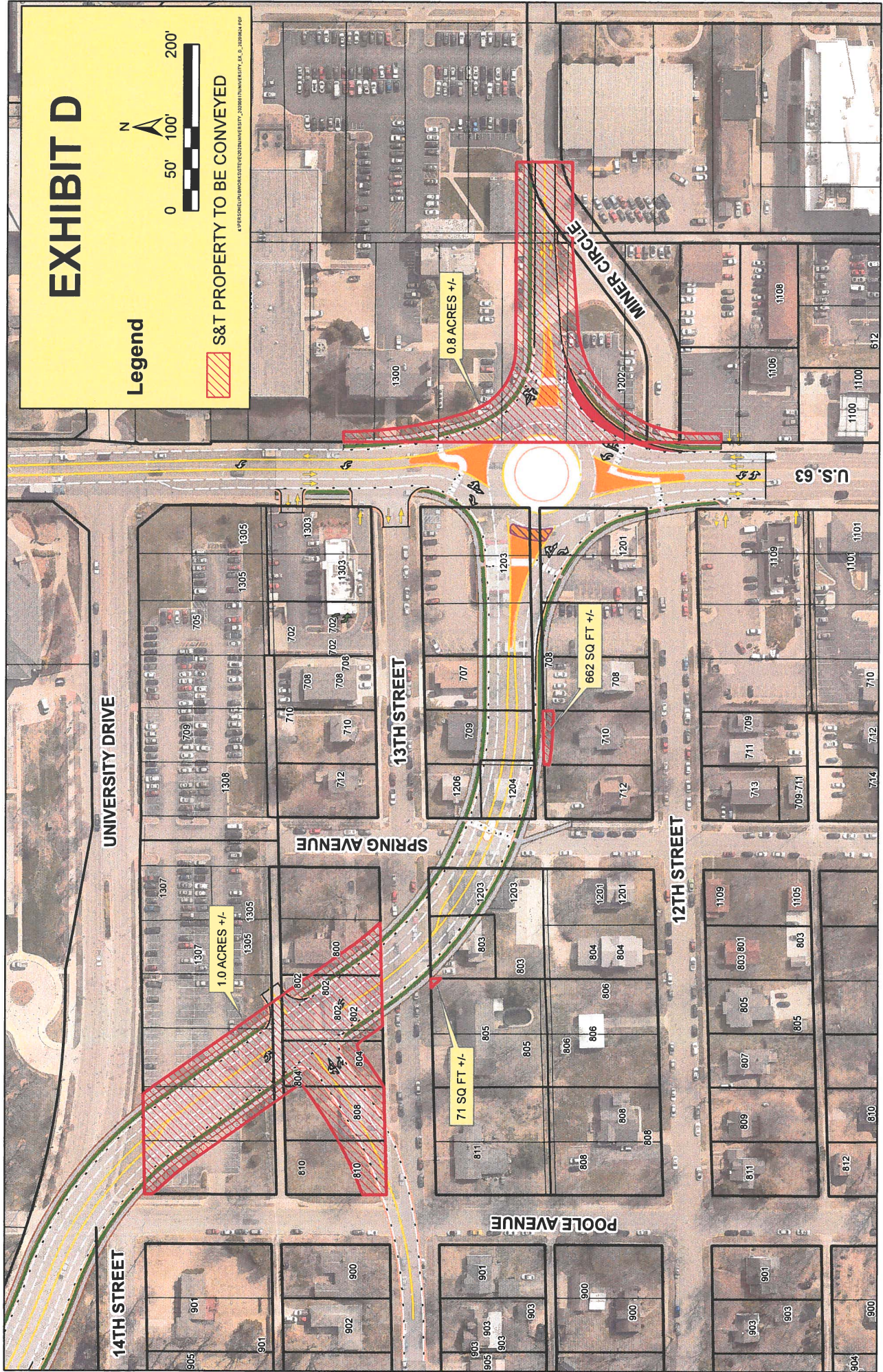
Legend



S&T PROPERTY TO BE CONVEYED



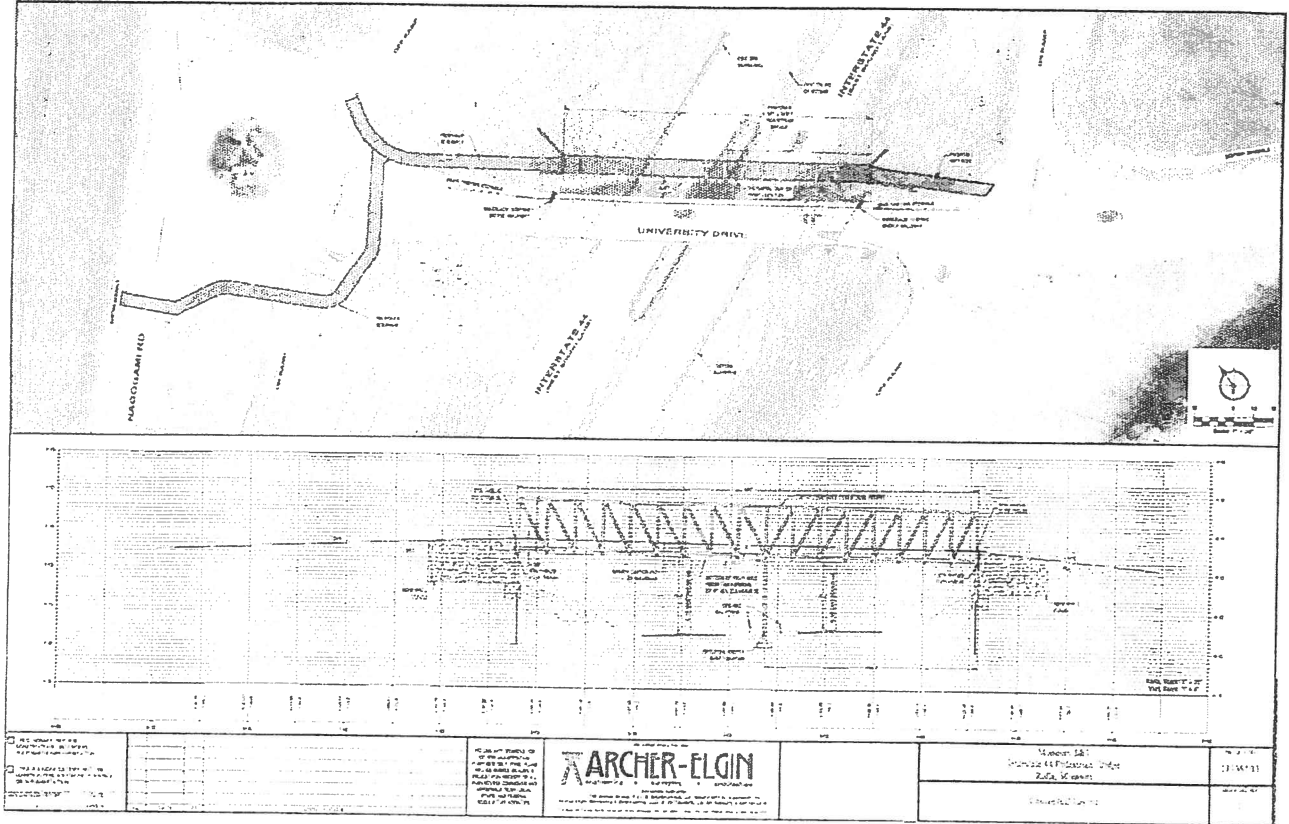
0 50' 100' 200'



III C.14.

EXHIBIT E
PEDESTRIAN UNDERPASS PROJECT

EXHIBIT F
PEDESTRIAN BRIDGE PROJECT



III C.16.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz **ACTION REQUESTED:** Resolution
City Administrator

SUBJECT: Resolution to Execute the MOU with Sustainable Ozarks Partnership (Ft. Wood Liaison)

BUDGET APPROPRIATION: \$ 12,000 (net \$7,000) **DATE:** Oct. 19, 2020

COMMENTARY: The Sustainable Ozarks Partnership (SOP) was formed in 2013 as an extension to the Ft. Leonard Wood Institute – a community-based regional advocacy group for Ft. Wood. The City of Rolla joined the SOP in 2017 as a Tier 1 sustaining member for a community investment of \$12,000 per year. The attached MOU extends that partnership another three years with support from both the Rolla Regional Economic Commission (RREC) and Phelps for the Fort (PFTF). This is a budgeted item.

Recommendation: Motion to approve the Resolution authorizing the execution of the SOP Agreement.

IV. A.1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE SUSTAINABLE OZARKS PARTNERSHIP (SOP).

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Memorandum of Agreement between the City of Rolla, Missouri, and the Sustainable Ozarks Partnership (SOP), a copy attached hereto and marked "Exhibit A."

Section 2: That this resolution 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 19th DAY OF OCTOBER 2020.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

IV A.2.

MEMORANDUM OF AGREEMENT

Between the City of Rolla and the Sustainable Ozarks Partnership

The City of Rolla (City) and Sustainable Ozarks Partnership (SOP) agree to jointly and cooperatively pursue an effort intended to support the current status and continued growth of Fort Leonard Wood, a United States military base located within Pulaski County of the State of Missouri.

1. SUSTAINABLE OZARKS PARTNERSHIP

The Sustainable Ozarks Partnership, a part of the Leonard Wood Institute a 501(c)3 not-for-profit corporation created in 2004, was formed in 2013 for the purpose of uniting the work of local governments, businesses, civic organizations and citizens in a four (4) county region to ensure the long-term sustainability of Fort Leonard Wood.

2. JOINT EFFORT

This agreement recognizes that the SOP and the City can cooperatively promote the continued growth and stability of Fort Leonard Wood by working together with other organizations and entities that have similar interest in the base.

This agreement further recognizes that the SOP, working throughout the region, will provide a framework for effective delivery of economic development and sustainability services and is or will be staffed by a trained team. SOP will furnish leadership to implement and expedite programs and projects designed to promote the sustainability of Fort Leonard Wood.

This agreement further recognizes that the City may engage in activities designed for the purpose of promoting and developing growth within Fort Leonard Wood and that the City may contract with other organization for this purpose.

These purposes are mutually supportive and the joint efforts to serve those respective purposes should prove to be beneficial to both the City and the SOP and the residents, businesses and industries of Pulaski County.

3. TERMS OF AGREEMENT

The effective term of this agreement shall be from the date of execution for a period of three (3) years, and shall be renewable upon mutual agreement for a period determined in that mutual agreement.

4. CITY OF ROLLA SUPPORT

For the services to be provided by the SOP under the terms of this joint agreement, and to assist with matching funds for grant applications benefiting the Fort Leonard Wood area, the City shall provide to the SOP membership support of Twelve Thousand Dollars (\$12,000.00) per year for the three (3) years of this contract. Said contribution will ensure SOP has sufficient funds to support the necessary staff to

IV . A . 3 .

implement the programs and projects that are developed to promote economic development and sustainability regarding Fort Leonard Wood. Future contribution amounts may increase depending upon the financial condition of the City and is subject to approval of the Mayor and City Council. In support of the City's participation in SOP the City will invoice the following local agencies:

- a) Rolla Regional Economic Commission (RREC) - \$4,000/yr
- b) Phelps for the Fort - \$1,000/yr

5. SCOPE OF SOP'S RESPONSIBILITY

- a. The SOP shall advocate for new missions, jobs and economic growth for Fort Leonard Wood and the surrounding region.
- b. The SOP will work to improve the quality of life and the business climate of the region.
- c. The SOP will work to ensure the Department of Defense maintains or increases its current level of funding, organization, and personnel at Fort Leonard Wood.
- d. The SOP will strive to achieve state and national recognition for the region.
- e. The SOP will work to ensure Fort Leonard Wood continues to be an enduring installation with opportunities to grow with expanding or new missions.
- f. The SOP will work to improve its efficiency and effectiveness so it can successfully support the region and Fort Leonard Wood over the long term.
- g. The SOP will keep the City informed of SOP meetings and business.
- h. The SOP will annually provide to the City Council at a public meeting budget information and performance reports.

AGREED to this 19th day of October, 2020.

Mayor Louis J. Magdits IV

ATTEST:

Carol Daniels, City Clerk

Executive Director, SOP

IV. A.4.



University of Missouri Technology Park
197 Replacement Avenue, Suite 103
Fort Leonard Wood, Missouri 65473
Office: 573.329.8502 • Fax: 573.329.8509
www.SustainableOzarks.org

The **Sustainable Ozarks Partnership** was established in 2012 to formalize regional support for Fort Leonard Wood (FLW). Concerned community members, leaders from businesses, local and regional governments, state agencies, and civic organizations from the four counties (Laclede, Phelps, Pulaski, and Texas) that surround FLW came together to create the SOP. All of these key contributors were interested in having an organization that could represent the region with one voice on issues that are vital to the long-term readiness and sustainability of FLW. The region's efforts and unparalleled support from our elected leaders at the local, state and, federal levels have resulted in many successes that will ensure a strong future for FLW, servicemen and women, families, retirees, veterans and our communities. Accomplishments include improvements in the areas of partnerships that support FLW's mission success; regional healthcare; regional transportation access; quality of public education; military spouse and veteran employment initiatives, quality of life and infrastructure resiliency.

Our Work: is guided by our desire to gain positive recognition for the region and to strengthen the region and FLW. The SOP's strategic plan outlines the organization's vision, mission, and four overarching goals that focus SOP activities. Each goal has a number of priority strategies with specific actions, timelines, and measures of success. It is the position of the SOP that if each of these goals is accomplished, the SOP will be fully successful in achieving its vision. We are confident that our collective efforts continue to allow the Army and others to see the value of a sustained and increased military investment in FLW, our region, and our state. We bring the region together through a variety of initiatives that can create efficiencies at FLW, enhance military readiness and the installation's resiliency.

Our Mission: Foster the region's continuing commitment to national defense, and advocate for local and regional development initiatives, as well as FLW sustainment and growth. Coordinate and facilitate growth of a diverse, sustainable economy for the region, publicize regional consensus while respecting individual interests of the members, and function as the central point of contact for regional partners.

Our Vision: Regional communities, governments and organizations, FLW, state and federal enablers working together as stakeholders to make the region an ever-better place to live, work, and play, while enabling FLW mission success and advocating for mission sustainment and growth.

Our Strategic Goals: 1. Gain positive recognition for the region by achieving state and national recognition for the region as an excellent place for people to live, work, and play and for businesses to prosper. 2. Strengthen the region by being a catalyst for positive change for citizens, businesses, and governments throughout the region to improve the quality of life, and grow a diverse, sustainable economy. 3. Strengthen FLW by ensuring that it continues to be an enduring installation, with opportunities to grow with expanding or new missions. 4. Ensure the viability of the SOP by improving SOP efficiency and operational effectiveness so it can successfully support the region/FLW

Our Desired Outcomes: The overarching outcomes from our efforts & how we measure success are:

Improved quality of life and business climate in the region

- ✓ Measure: an index of Quality of and Business Indicators

The Department of Defense maintains or increases its current level of funding, organizations and personnel at Fort Leonard Wood

- ✓ Measure: overall Fort Leonard Wood funding, organizations and positions (jobs)

IV. A.5.

Our Accomplishments: SOP's strategic plan outlines the organization's vision, mission and four overarching goals that focus SOP activities. Each goal has a number of priority strategies with specific actions, timelines and measures of success. It is the position of the SOP that if each of these goals is accomplished, the SOP will be fully successful in achieving its vision. Below are a few highlights of the many accomplishments that the SOP has achieved within the strategies during this past year that support our goals of gaining positive recognition for the region, strengthening the region, strengthening FLW and ensuring the viability of SOP.

1. Created a regional quality of life video to promote the four-county FLW region
2. Established a centralized tourism website in collaboration with tourism professionals from across the four-county region and FLW
3. Advocated for recently enacted state legislation providing full professional license reciprocity for military spouses
4. Successfully advocated for this year's incremental funding of the MILCON project for the new Army hospital on FLW; ground breaking occurred on 22 June 2020
5. Developed a national marketing program to promote regional tourism, retain and recruit veterans and families in the region and recruit new businesses to the region
6. Collaborated with the Waynesville St Robert Regional Airport board in securing federal and state funding that resulted in a new parallel taxiway and other physical improvements at the airport to better accommodate growth in commercial jet service
7. Collaborated with RVI school district in submitting a military family QOL project proposal under the Defense Community Infrastructure Program; received notice for application
8. Conducted a deliberate strategic analysis of future opportunities to attract additional military training and operational missions, and organizations that could be consolidated or realigned to FLW as well as opportunities to attract other federal agency missions
9. Collaborated with Missouri Partnership in the state's current branding and marketing strategic planning initiative; FLW region input provided during 3 focus group sessions
10. Collaborated with cities and support organizations across the region to provide a range of activities in different venues for nearly 300 FLW servicemembers held over during the 2019 Christmas and New Year's Holiday Block Leave period
11. Developed an initial plan to conduct a military spouse employment needs assessment survey to be conducted during this calendar year
12. Developed a preliminary workforce document that captures the skills, education and experience levels of the nearly 600 servicemembers transitioning from FLW during this year; to be used by economic developers and others officials in recruiting new business investments in the region

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz **ACTION REQUESTED:** Resolution
City Administrator

SUBJECT: Resolution to Authorize Sale of Two Small Surplus Lots off Sally Road

BUDGET APPROPRIATION: \$ 5,000

DATE: Oct. 19, 2020

COMMENTARY: The City and Mr. Steve Dunaway have been in discussions for many months on the sale of two small wedges of surplus property previously acquired through the Westside Market Place project. The wedges help square off the property along Sally road just south of Westside Drive. The two parcels are 0.49 acres (Tract 2B) and 0.22 acres (Tract 2C) and are unbuildable as stand-alone lots. The parties have agreed to a sale price of \$5,000 and the City will have a right-of-first refusal should the property be sold. The Dunaway tract is located in unincorporated Phelps County and surrounded by city limits to the north, south and east.

Recommendation: Motion approving the Resolution authorizing the Mayor to execute the deed to transfer Tract-2B and Tract-2C of Westside Market Place II.

IV. B.1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A SPECIAL WARRANTY DEED TRANSFERRING TRACTS 2B AND 2C OF WESTSIDE MARKETPLACE TO STEPHEN DUNAWAY.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Special Warranty Deed transferring Tracts 2B and 2C of Westside MarketPlace to Stephen Dunaway, a copy attached hereto and marked "Exhibit A."

Section 2: That this resolution 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 19th DAY OF OCTOBER 2020.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

IV. B. 2.

Document Title: Special Warranty Deed
Document Date: _____
Grantor's Name: City of Rolla, Missouri
Grantee' Name: Stephen Dunaway
Address of Grantee: _____
Legal Description: See Exhibit A.

Special Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF ROLLA**, Missouri, a municipal corporation of the third class organized and existing under the laws of the State of Missouri, with its principal office in Rolla, Missouri, in consideration of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) and other valuable consideration, to it paid by **STEPHEN DUNAWAY**, a limited liability company existing under the laws of the State of Missouri, receipt of which is hereby acknowledged, and by virtue and in pursuance of the authority of the City Council of the City of Rolla, Missouri, does by these presents Bargain and Sell, Convey and Confirm, unto Stephen Dunaway, and, the real estate situate in the County of Phelps, in the State of Missouri, more particularly described on the attached Exhibit "A" subject to a right of first refusal retained by grantor for a period of ten years. Grantee shall submit any bona fide offer to purchase property to Grantor, and Grantor shall have thirty days to accept.

Including all appurtenant easements inuring to the benefit of the above land as the dominant tenement and subject to all easements to which the above land is the servient tenement. Subject to all dedications, covenants, reservations and restrictions on use of record.

TO HAVE AND TO HOLD the same, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto Stephen Dunaway, and his successors and assigns forever.

The said City of Rolla hereby covenanting that it shall and will Warrant and Defend the title to the said premises unto Stephen Dunaway and unto his successors, against the lawful claims of all persons claiming by, through or under said City of Rolla but none other, excepting the general taxes, if any, for 2020 and prior years and subject to any and all items of record.

IN WITNESS WHEREOF, the said City of Rolla, Missouri, has caused these presents to be signed by its Mayor, and its corporate seal, attested by its City Clerk, to be hereto affixed, this _____, 2020.

CITY OF ROLLA, MISSOURI

By: _____
LOUIS J. MAGDITS IV, MAYOR

ATTEST: _____
CAROL DANIELS, CITY CLERK

STATE OF MISSOURI)
) SS.
COUNTY OF PHELPS)

On this ____ day of _____, 2020, before me appeared Louis J. Magdits, IV, to me personally known, who, being by me duly sworn did say: That he is Mayor of the City of Rolla, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City and that said instrument was signed and sealed in behalf of said City by authority of its City Council, and said Louis J. Magdits, IV acknowledged said instrument to be the free act and deed of said City.

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

NOTARY PUBLIC

My Commission Expires:

Rubber Stamp Seal:

OR

(NOTARY SEAL)

IV. B.4.

Exhibit A

PROPERTY DESCRIPTION OF LOT 2B

A FRACTIONAL PART OF THE NORTHWEST QUARTER (NW1/4) AND THE SOUTHWEST QUARTER SW1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN PHELPS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A FRACTIONAL PART OF LOT 2 OF WESTSIDE MARKETPLACE SUBDIVISION, AN ADDITION TO THE CITY OF ROLLA, MISSOURI, COMMENCING AT A CHISELED "X" IN THE SIDEWALK AT THE SOUTHWEST CORNER OF SAID LOT 2, AND ON THE EAST RIGHT-OF-WAY OF SALLY ROAD (A.K.A PHELPS COUNTY ROAD 8110); THENCE NORTH 00°00'14" EAST, 359.89 FEET TO A 1/2" IRON PIN; THENCE NORTH 00°04'54" EAST, 274.99 FEET TO A 1/2" IRON PIN, THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT: THENCE CONTINUING ALONG THE EAST RIGHT-OF-WAY OF SALLY ROAD (A.K.A. PHELPS COUNTY ROAD 8110), NORTH 00°02'58" EAST, 137.13 FEET TO A 1/2" IRON PIN; THENCE LEAVING SAID EAST RIGHT-OF-WAY, SOUTH 89°57'02" EAST, 311.82 FEET TO A 1/2" IRON PIN; THENCE SOUTH 66°18'37" WEST, 340.64 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 0.49 ACRES, MORE OR LESS, PER SURVEY PLAT I-0820 BY INTEGRITY ENGINEERING, INC. DATED JUNE 4, 2020 AND IS SUBJECT TO SALLY ROAD (A.K.A PHELPS COUNTY ROAD 8110), AND ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS, AND COVENANTS EXISTING AND/OR RECORDED.

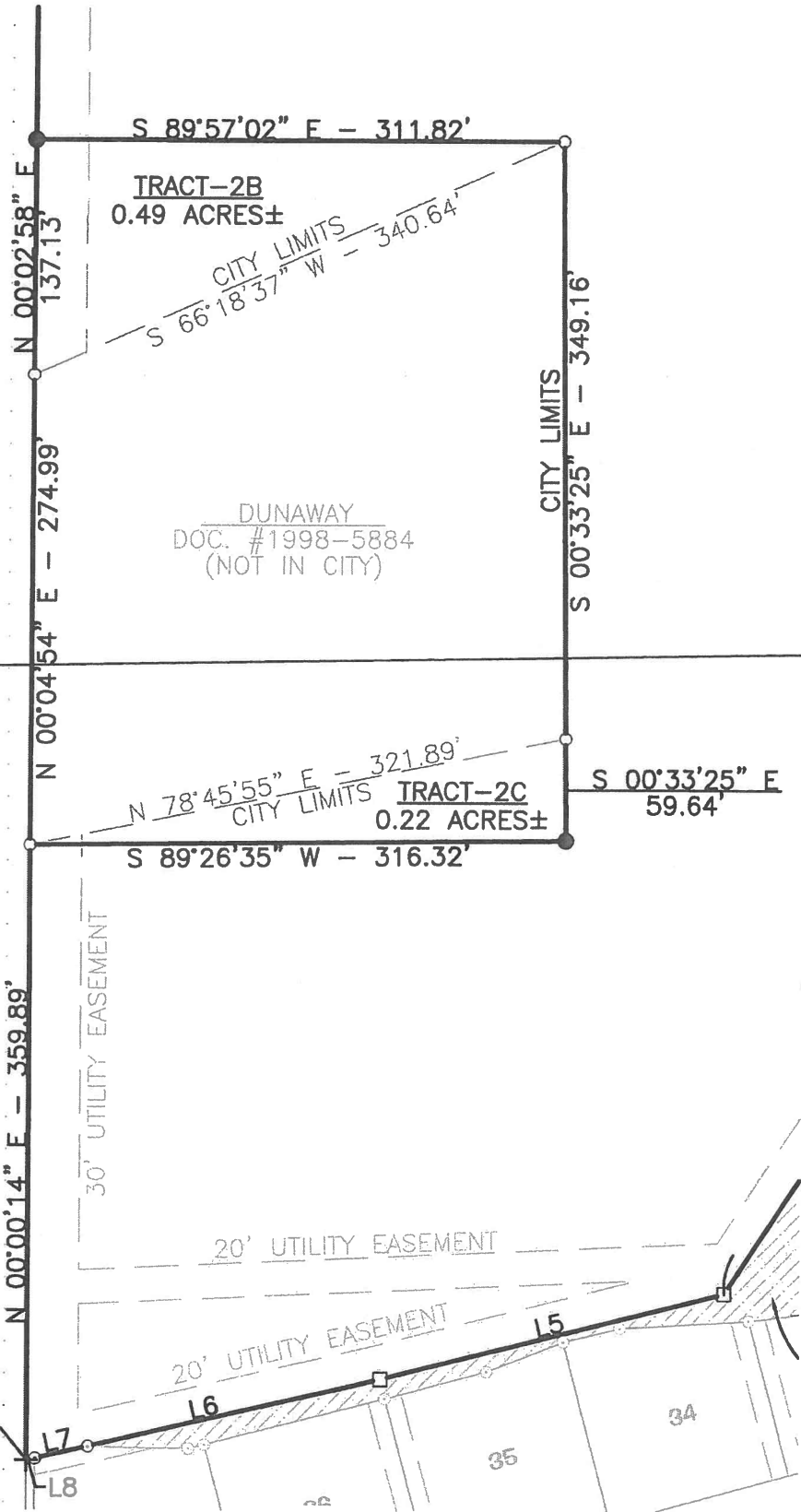
PROPERTY DESCRIPTION OF LOT 2C

A FRACTIONAL PART OF THE NORTHWEST QUARTER (NW1/4) AND THE SOUTHWEST QUARTER SW1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 8 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN PHELPS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A FRACTIONAL PART OF LOT 2 OF WESTSIDE MARKETPLACE SUBDIVISION, AN ADDITION TO THE CITY OF ROLLA, MISSOURI, COMMENCING AT A CHISELED "X" IN THE SIDEWALK AT THE SOUTHWEST CORNER OF SAID LOT 2, AND ON THE EAST RIGHT-OF-WAY OF SALLY ROAD (A.K.A PHELPS COUNTY ROAD 8110); THENCE NORTH 00°00'14" EAST, 359.89 FEET TO A 1/2" IRON PIN, THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT; THENCE LEAVING SAID EAST RIGHT-OF-WAY, NORTH 78°45'55" EAST, 321.89 FEET TO A 1/2" IRON PIN; THENCE SOUTH 00°33'25" EAST, 59.64 FEET TO A 1/2" IRON PIN; THENCE SOUTH 89°26'35" WEST, 316.32 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 0.22 ACRES, MORE OR LESS, PER SURVEY PLAT I-0820 BY INTEGRITY ENGINEERING, INC. DATED JUNE 4, 2020 AND IS SUBJECT TO SALLY ROAD (A.K.A PHELPS COUNTY ROAD 8110), AND ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS, AND COVENANTS EXISTING AND/OR RECORDED.

SALLY ROAD (A.K.A.)

1/4
PK NAIL
IN CENTER OF ROAD
NW COR., NW $\frac{1}{4}$ OF SW $\frac{1}{4}$,
SEC. 10, T37N, R8W
DOCUMENT #600-57875



T.B.7.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz⁹³ City Administrator ACTION REQUESTED: Motion

ITEM/SUBJECT: Appointment of "Employer Rep" for LAGERS

BUDGET APPROPRIATION (IF APPLICABLE) \$ N/A DATE: October 19, 2020

COMMENTARY:

The City's retirement program (LAGERS) is required by law to host an Annual Meeting to report the financial condition of the organization and to conduct any business on policy direction. The law requires each participating member-City to appoint one Employee Rep and an Employer Rep. Employees nominate and then vote on their representative. While City Administration can appoint an Employer Rep, it is preferable that a Council representative attend.

The Annual Meeting on October 29 and 30th is being offered virtually this year and is very informative. If interested in attending, please let Mayor Magdits or myself know of your interest. In the absence of a Council Rep the City Administrator will appoint an employer representative to represent the City's interests in LAGERS.

ITEM NO. IV .C.1.



MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT
SYSTEM

ANNUAL MEETING

Your Annual Meeting, Your Way!

Don't miss out on your opportunity to participate in LAGERS' 53rd Annual Meeting at the Lake of Ozarks!! Registration is now open! LAGERS' Annual Meeting is a great opportunity to interact with LAGERS' board and staff, hear the most recent system updates, participate in the election of LAGERS' Board of Trustees, and get all your LAGERS questions answered.

We are taking extra steps this year to ensure we deliver a safe, educational, and rewarding experience for all of our participants. This year's meeting will be focused around the system's annual business meeting as well as sessions providing important system updates for our stakeholders. Attendees have the option to join us either in-person or virtually.

When: October 29-30, 2020

**Where: Margaritaville Resort
Tan-Tar-A Conference Center
Lake Ozark, MO
OR Virtually**

Fee: Free

Registration closes Oct. 23rd



IV.C.2.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director

ACTION REQUESTED: approval of TRIM Grant award

ITEM/SUBJECT: Tree resource improvement and maintenance

BUDGET APPROPRIATION: \$3,922 in-kind match DATE: October 19, 2020

COMMENTARY:

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

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

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

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

ITEM NO. IV. D. 1.

NOTICE OF AWARD AND GRANT AGREEMENT

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

A. PURPOSE

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

B. PARTNER DELIVERABLES

As a result of the Award, Partner will:

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

C. PARTIES AND CONTACTS

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

IV .D. 2.

Missouri Department of Conservation

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

D. AGREEMENT PERIOD

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

E. FUNDING

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

F. INVOICING AND PAYMENT

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

G. APPROPRIATION

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

H. REPORTING REQUIREMENTS

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

IV. A. 3.

assistance, and in-kind costs.

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

I. OWNERSHIP

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

J. MONITORING REQUIREMENTS

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

K. TERMINATION

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

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

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

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

IV. D.4.

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

N. AMENDMENTS TO THIS AGREEMENT

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

O. ATTACHMENTS

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

APPROVAL:

MISSOURI DEPARTMENT OF CONSERVATION



(Name)
Community and Private Lands Branch Chief

(Title)
9/29/2020

(Date)

City of Rolla

(Name)

(Title)

(Date)

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis ACTION REQUESTED: Ordinance/1st Reading

ITEM/SUBJECT: City of Doolittle Sewer Treatment Intermunicipal Agreement

BUDGET APPROPRIATION (IF APPLICABLE) \$50,000+/- DATE: 10/19/2020

COMMENTARY: The cities of Rolla and Doolittle entered into a sewer treatment agreement in 1994 to treat Doolittle’s “gray water” from their septic tank step system. Rather than a standard leach field, the gray water from the septic tank is pumped into a pressurized sewer collection system. The City of Doolittle constructed and maintains this septic tank step collection system. Rolla treats this gray water at our Southwest Wastewater Treatment Plant located on Martin Springs Drive. In 1994 and still relatively true today, our total collected revenue was proportioned 67% for treatment and 33% for collection – the basis for which the City of Doolittle paid 67% of the user charge rate established in Rolla.

In 2000 the inter-municipal agreement was updated to allow for both “unmetered” and “metered” accounts in the City of Doolittle. Doolittle self-reported their usage and number of connections. In 2000 the “unmetered rate” was based on average usage of 6,000 gallons per day per household (Rolla’s average flow at the time) and based on 67% of the City of Rolla’s sewer rate. The City of Doolittle was and remains responsible for the step and collection system and for monthly billing of their customers.

The arrangement worked fairly well up until 2018 when Rolla implemented a “Service Availability Fee” to separate the cost of our sewer collection system (fixed rate) and a variable rate based on actual flow to cover the cost of sewer treatment (still approximately 1/3rd for collection and 2/3^{rds} for treatment).

Beginning January 1, 2021 the rate charged for sewer users in Rolla will be \$5.40 per 1000 gallons used for treatment and a “Service Availability Fee” of \$12.00 per month for collection. The “unmetered rate” is now based on a current average flow of 4,070 gallons of water per month (\$33.98 per month).

On July 19th of this year we installed an electronic flow measuring device to measure Doolittle’s true flow at the Martin Springs Dr. Treatment Plant. Based on the readings over several months, we are treating an average of 20,700 gallons per day. Doolittle currently has 172 unmetered users and a measured water usage of 6,575 gallons per day for larger metered users. This brings the average usage per day for the unmetered household in Doolittle closer to 2,500 gallons per month. The actual average will be higher if Doolittle’s pressurized collection system has rain water inflow and infiltration.

We are proposing a new agreement with Doolittle whereby we measure the actual flow at the plant and bill them accordingly. Based on measured flow over the last several months we estimate an annual charge for sewer treatment to the City of Doolittle could be as low as \$41,000 (more if there is greater usage or inflow and infiltration). The current system of billing the City of Doolittle the “unmetered rate” is approximately \$54,000, but that was based on Rolla’s average flow.

IV E.1.

The proposed Intermunicipal Agreement recognizes the newly installed flow meter. The rate Doolittle would pay would be per Rolla City Code Section 35-126 “Basic User Rate for Metered Users”. The metered rate is currently \$5.25 per 1000 gallons but scheduled to increase to \$5.40 in January. The agreement also requires Doolittle to reimburse the City of Rolla for materials for the new flow meter and maintenance. The 5 year agreement would be reviewed by December 13, 2025.

Staff recommends first reading of the Ordinance authorizing the Mayor to enter into the revised sewer treatment agreement with the City of Doolittle. The agreement applies the same sewer treatment rate to the City of Doolittle as paid by Rolla residents for two primary reasons: Doolittle is still responsible for the maintenance of the entire collection system (and charges Doolittle residents accordingly) and the billing is set up as a single bill to the City of Doolittle (Rolla is not responsible for individual collections as we currently do with sewer districts currently outside the City of Rolla). The City’s sewer treatment rate includes operations of the City’s three treatment plants and the debt service costs for improvements to those treatment plants in meeting new DNR/EPA standards.

N.E.g.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE CITY OF DOOLITTLE, MISSOURI PERTAINING TO SEWER TREATMENT.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain Intermunicipal Agreement pertaining to sewer treatment, between the City of Rolla, Missouri and the City of Doolittle, Missouri, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 2nd DAY OF NOVEMBER 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV. E. 3.

INTERMUNICIPAL AGREEMENT

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

WITNESSETH:

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

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

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

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

Section 1: Prior Agreements:

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

Section 2: Provision of Wastewater Sewer Treatment Services:

a. Definitions:

Normal Domestic Wastewater – wastewater from any residential or commercial property that does not contain any water used in a manufacturing process.

Industrial User – Sewer user that discharges any water used in a manufacturing process.

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

IV. E. 4

Section 3: Collection Facilities:

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

Section 4: Terms of Agreement:

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

Section 5: Cancellation of Agreement:

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

Section 6: Rates:

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

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

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

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

Section 7: Indemnification:

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

Section 8: Insurance:

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

Section 9: Equal Employment Opportunity:

N.E.S.

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

Section 10: Compliance with Applicable Law and Regulation:

In Rolla and Doolittle's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

Section 11: Conflict of Interest:

No member of the governing body or board of Doolittle or Rolla, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in this agreement.

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

Both Rolla and Doolittle have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms. Doolittle shall provide a copy of document authorizing Mayor to sign agreement.

Section 13: Governing Law:

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

Section 14: Notices:

All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to:

City of Rolla	City of Doolittle
Attn: City Administration	Attn: Mayor
PO Box 979	380 Eisenhower Street
Rolla, MO 65402	Rolla, MO 65401

Section 15: Amendments:

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

Section 16: Successor:

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

Section 17: Severability of Provisions:

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

Section 18: Delinquent Fees.

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

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

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

CITY OF DOOLITTLE

CITY OF ROLLA

MAYOR

MAYOR

Attest, CITY CLERK

Attest, CITY CLERK

CITY ATTORNEY

CITY ATTORNEY

EXHIBIT B

**Industrial User Survey
City of Rolla**

Return to: Darin Pryor

Address:
PO Box 979
Rolla, MO 65402

SECTION A – GENERAL INFORMATION

1. Facility Name: _____

a. Operator Name: _____

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

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

2. Facility Address:

Street: _____

City: _____ State: _____ Zip: _____

3. Business Mailing Address:

Street or P.O. Box: _____

City: _____ State: _____ Zip: _____

4. Designated signatory authority of the facility:

[Attach similar information for each authorized representative]

Name: _____ Phone # _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

5. Designated facility contact:

Name: _____ Phone # _____

Title: _____

IV E. 8.

Exhibit "A"

ORDINANCE NUMBER

**CITY OF DOOLITTLE
MISSOURI ORDINANCE NO.**

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

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

SECTION ONE. USE OF PUBLIC SEWERS REQUIRED

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

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

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

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

(E) The notice required by this section is the same type notice as is required by Chapter 443 RSMo 1986

(F) as amended for foreclosures of Missouri deeds of trust.

SECTION TWO. PRIVATE WASTE WATER DISPOSAL.

IV. E.9

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

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

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

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

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

(F) The owner of any private waste water facility shall operate said facility in a sanitary manner pursuant to current recommendations of the Division of Health of the State of Missouri; the Division of Natural Resources; and the Environmental Protection Agency at all times, at no expense to the City of Doolittle, Missouri.

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

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

SECTION THREE. BUILDING SEWERS AND CONNECTIONS.

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

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

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

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

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

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

IV.E.11.

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

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

Any waters or wastes having (1) a five (5) day biochemical oxygen demand greater than 300 parts per million by weight, or (2) containing more than 350 parts per million by weight of suspended solids, or (3) having an average daily flow greater than two (2) percent of the average sewage flow of the city, shall be subject to the review of the City of Rolla. Where necessary in the opinion of the City of Rolla, the owner shall provide, at his expense, such preliminary treatment as may be necessary to (1) reduce the biochemical oxygen demand to 300 parts per million by weight, or (2) reduce the suspended solids to 350 parts per million by weight, or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the City of Rolla and no construction of such facilities shall be commenced until said approvals are obtained in writing.

IV. E. 12.

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

- a. Any liquid or vapor having a temperature higher than one hundred-fifty (150) °F (65°C).
- b. Any waters or wastes containing fats, wax, grease or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred-fifty (150)°F (0 and 65°C).
- c. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower or greater shall be subject to review and approval of the City of Rolla.
- d. Any waters or wastes containing strong acid iron pickling wastes or concentrated plating solutions whether neutralized or not.
- e. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the City of Rolla for such materials.
- f. Any waters or wastes containing phenols or other taste- or odor-producing substances, in such concentrations exceeding limits which may be established by the City of Rolla as necessary, after treatment of the composite sewage, to meet the requirements of state, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.
- g. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the City of Rolla in compliance with applicable state or federal regulations.
- h. Any waters or wastes having a pH in excess of 9.5.
- i. Any mercury or any of its compounds in excess of 0.0005 mg/l as Hg at any time except as

- permitted by the City of Rolla in compliance with applicable state and federal regulations.
- j. Any cyanide in excess of 0.025 mg/l at any time except as permitted by the City of Rolla in compliance with applicable state and federal regulations.
 - k. Materials which exert or cause:
 1. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride or sodium sulfate);
 2. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
 3. Unusual BOD (chemical oxygen demand) or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works;
 4. Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.
 - l. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

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

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

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

IV. E. 14.

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

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

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

SECTION TEN. INDUSTRIAL USERS

Definitions:

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

SECTION ELEVEN.

IV. E. 15.

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

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV.E.16

EXHIBIT B

SECTION B – BUSINESS ACTIVITY

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

Industrial Categories

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

IV.E.17.

EXHIBIT B

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

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

EXHIBIT B

SECTION C – WASTEWATER DISCHARGE INFORMATION

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

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

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

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

a. Number of batch discharges _____ (per day)

b. Average discharge per batch _____ (GPD)

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

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

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

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

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

TV.E.19

EXHIBIT B

SECTION F – CHARACTERISTICS OF DISCHARGE

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

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

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

IV. E. 20

EXHIBIT B

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

IV. E. 21

EXHIBIT B

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

IV. E. 2a

EXHIBIT B

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

SECTION G - TREATMENT

1. Is any form of wastewater treatment (see list below) practiced at this facility?

- Yes
 No

2. Is any form of wastewater treatment (or changes to an existing wastewater treatment) planned for this facility within the next three years?

- Yes, describe:
 No

3. Treatment devices or processes used or proposed for treating wastewater or sludge (check as many as appropriate).

- Air flotation
 Centrifuge

IV. E. 23

EXHIBIT B

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

- Biological treatment, type: _____
- Other chemical treatment, type: _____
- Other physical treatment, type: _____
- Other, type: _____

SECTION H – FACILITY**1. Shift Information**

Work days Mon Tues Wed Thur Fri Sat Sun

Shifts per work day _____

Employees per shift	1 st	_____
	2 nd	_____
	3 rd	_____

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

- Yes
- No

IV.E.24

EXHIBIT B

If yes, please list the permit(s): _____

Authorized Representative Statement

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

Name(s) _____ Title _____

Signature _____ Date _____ Phone _____

IV. E. 25

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance/1st Reading

ITEM/SUBJECT: Public Works Facility Street and Traffic

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 10/19/20

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

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

. This project includes but is not limited to:

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

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

At the last meeting, staff was authorized to negotiate a contract with Archer-Elgin for professional services for design and contract administration for this project. Attached is an ordinance authorizing the Mayor to enter into a contract with Archer-Elgin for these services. The total fee is \$249,200. Staff recommends approval of the ordinance

IV.F.1.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND CM ARCHER GROUP, P.C. FOR PROFESSIONAL SERVICES FOR THE NEW PUBLIC WORKS FACILITY, PROJECT 225.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and CM Archer Group, P.C. for professional services for the new Public Works Facility, Project Number 225, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 2ND DAY OF NOVEMBER 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV.F.2.

EXHIBIT A



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

October 13, 2020

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

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

Mr. Hargis,

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

- **Survey Phase** **\$6,800**
 - Perform topographic survey of project site and adjacent areas impacted by project
 - Survey existing utilities and surrounding improvements/obstructions for use in the design process
 - Mark property corners, easements and R/W limits as required to facilitate design and construction activities

- **Schematic Design (15% Design Deliverable)** **\$22,600**
 - Conceptual sketch revisions based on coordination w/ Owner to confirm approximate square footage and orientation of spaces
 - Coordination with stakeholders/AHJ's to determine potential site access and utility constraints
 - Update preliminary construction budget estimate
 - Conceptual elevations
 - Preliminary site plan(s)
 - Meeting to review revised conceptual plan and preliminary estimate

- **Design Development (60% Design Deliverable)** **\$36,800**
 - Architectural Design (plans, elevations, sections, code review)
 - Preliminary material selections
 - Preliminary Civil Design (grading plan, utility plan, parking, etc.)
 - Preliminary access and site circulation
 - Preliminary Structural Design (foundation concept, framing concept)
 - Preliminary MEP Design (concept design, narrative descriptions of design intent for budgeting)
 - Assist with updating preliminary construction cost estimate
 - Meeting to review and coordinate progress

IV. F. 3.

- **Construction Documents (90% & 100% Design Deliverables)** **\$68,200**
 - Architectural Design (plans, elevations, sections, ceiling plans, details, schedules)
 - Civil Design (final grading plan, utility plan, site improvements, land disturbance permitting)
 - Structural Design (final foundation and framing design, load bearing CMU)
 - MEP Design (HVAC plans, plumbing plans, electrical plans)
 - Specifications (as necessary for bidding purposes)
 - Final code review
 - Two (2) meetings throughout this phase

- **Bidding** **\$9,600**
 - Assist with development of bid advertisement for up to two separate bid packages
 - Facilitate pre-bid meetings
 - Addenda and responses to contractor inquiries
 - Bid evaluations and recommendations as necessary

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

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

- **Construction Administration (Estimated eight month construction schedule)** **\$96,400**
 - Periodic project site visits (weekly)
 - Project meetings (monthly)
 - Submittal reviews
 - RFI responses
 - General coordination with City and contractor(s)
 - Punch list and Project Closeout
 - Construction Stakeout (eight visits max)

- **As-Built Record Drawings** **\$8,800**
 - Generate electronic (PDF) record as-built drawings based on contractor redlines
 - Provide electronic CAD files of design drawings/model in .DWG and/or Revit format

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

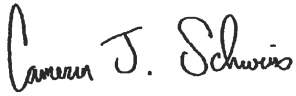
- Environmental Site Investigation(s)
- Geotechnical Site Investigation (Anticipating visual inspections only)
- Hazardous Materials Investigation(s)
- Fire Protection Design
- Stormwater Detention and/or Water Quality Design
- Electronic Access Control Design (Perimeter Fence anticipated for security)

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

IV.F.4.

Respectfully submitted,

Archer-Elgin Engineering, Surveying & Architecture



Cameron Schweiss, PE

Agreement Approved & Accepted by:

City of Rolla

N.F.5.

GENERAL PROVISIONS

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

I. BASIC SERVICES OF ARCHER-ELGIN

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

II. CLIENT'S RESPONSIBILITIES

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

III. PERIODS OF SERVICE

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

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

IV. PAYMENTS TO ARCHER-ELGIN

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

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

V. GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

VI. SPECIAL PROVISIONS

6.1 Contract Documents. The Letter Agreement, together with these General Provisions and with the Exhibits, Schedules and other attachments identified in the Letter Agreement constitute the entire agreement between CLIENT and ARCHER-ELGIN and supersede all prior written or oral understandings. The Letter Agreement, these General Provisions and said Exhibits, schedules and attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

6.2 Hazardous Materials. Unless otherwise provided in this Agreement, ARCHER-ELGIN shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, ARCHER-ELGIN shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

6.3 Disputes; Attorneys' Fees. In the event a dispute arises between ARCHER-ELGIN and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by ARCHER-ELGIN, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Phelps County, Missouri, or the United States District Court for the Western District of Missouri. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys' fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

6.4 General. This Agreement shall be governed by and interpreted in accordance with the laws of Missouri. This Agreement shall not be assignable by CLIENT without the prior written consent of ARCHER-ELGIN. This Agreement shall be binding upon and shall inure to the benefit of the ARCHER-ELGIN'S and CLIENT's respective successors and assigns. In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement. No failure by either party to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, and no waiver of any breach shall constitute a waiver of any other or subsequent term, condition, instruction, breach, right or privilege. The parties acknowledge and agree that the terms and conditions of this Agreement, including but not limited to those relating to allocations and assumptions of, releases from, exclusions against and limitations of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statements made by any other party or its counsel. No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision.

Accepted:	CLIENT's Initials		CJS ARCHER-ELGIN'S Initials
	Date		10/13/20 Date



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

Schedule of Rates - 2020

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

Reimbursable Expenses

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

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

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

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

Actual cost of subsistence and lodging.

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

This rate schedule shall be subject to an annual inflationary adjustment up to a maximum of five (5) percent as of January each year. **IV.F.9.**

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance/1st Reading

ITEM/SUBJECT: Intersection at 18th / Old St James / Bardsley / Burlington Railroad

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 10/19/20

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

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

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

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

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

At the last meeting the Council authorized staff to negotiate with The Lochmueller Group for a fee to perform this work. Attached is an ordinance authorizing the Mayor to enter into an agreement with The Lochmueller Group. The Fee for this work is \$95,000. Staff recommends approval.

IV . G. 1.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE LOCHMUELLER GROUP FOR PROFESSIONAL SERVICES FOR INTERSECTION IMPROVEMENTS 18TH/OLD ST JAMES/BARDSLEY, PROJECT NUMBER 528.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and The Lochmueller Group. for professional services for Intersection Improvements 18th/Old St. James/Bardsley, Project Number 528, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 2ND DAY OF NOVEMBER 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV.G.2.

EXHIBIT A



AGREEMENT

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

WITNESSETH

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

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

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

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

SECTION I BASIC SERVICES BY CONSULTANT

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

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE CLIENT

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

SECTION III SCHEDULE

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

SECTION IV COMPENSATION

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

SECTION V GENERAL PROVISIONS

1.0 WORK OFFICE

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

2.0 RESERVED

3.0 STANDARDS OF PERFORMANCE

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

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

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

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

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

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

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

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

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

4.0 AUTHORIZED PROJECT REPRESENTATIVES

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

5.0 OWNERSHIP OF DOCUMENTS

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

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

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

6.0 ELECTRONIC MEDIA

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

7.0 ACCESS TO RECORDS

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

8.0 COMPLIANCE WITH STATE AND OTHER LAWS

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

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

8.3 Is enrolled in a federal work authorization program

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

9.0 ALLOCATION OF RISKS – INDEMNIFICATION

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

9.2 RESERVED

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

9.4 RESERVED

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

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

IV.6.7.

10.0 RESERVED

11.0 STATUS OF CLAIMS

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

12.0 DISPUTE RESOLUTION - JURISDICTION AND VENUE

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

13.0 WORKER'S COMPENSATION AND LIABILITY INSURANCE

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

The kinds and amounts of insurance required are as follows:

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

14.0 CHANGES IN THE SERVICES

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

15.0 TERMINATION

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

16.0 RESERVED

17.0 SUCCESSORS AND ASSIGNEES

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

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

18.0 ENTIRE AGREEMENT – AMENDMENTS

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

19.0 NON-WAIVER

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

20.0 DURATION OF AGREEMENT

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

21.0 FORCE MAJEURE

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

22.0 HAZARDOUS ENVIRONMENTAL CONDITION

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

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

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

23.0 NOTICES

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

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

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

24.0 GOVERNING LAW

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

25.0 RESERVED

26.0 INDEPENDENT CONTRACTOR STATUS

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

27.0 SEVERABILITY

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

28.0 HEADINGS

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

29.0 NON-COLLUSION

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

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

LOCHMUELLER GROUP, INC.

CITY OF ROLLA
DEPARTMENT OF PUBLIC WORKS

Scott J. Smith, PE
Missouri Regional Manager - Principal

Louis J. Magdits, IV
Mayor

APPENDIX "A"

PROJECT DESCRIPTION

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

SCOPE OF SERVICES

1.0 PROJECT MANAGEMENT AND UTILITY COORDINATION

1.1 Project Administration

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

1.2 CLIENT and Utility Coordination Meetings

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

2.0 TRAFFIC STUDY

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

2.1 Information Gathering and Data Collection

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

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

2.1.2 Set up and attend a conference call scoping meeting with the CLIENT to discuss parameters and assumptions of the traffic study, such as build-out year, traffic growth rate, and any future development or improvement plans that may impact traffic volume in the study area.

2.1.3 Perform weekday turning movement counts from 7:00-9:00 AM and 4:00-6:00 PM on a typical Tuesday, Wednesday, or Thursday when school is in session and during non-severe weather at the following intersections:

- E 18th Street at Old St. James Road/Bardsley Road
- E 18th Street at Sharp Road
- E 18th Street at N Walnut Street

2.1.4 Perform field reconnaissance and collect information pertaining to existing conditions including traffic control, lane configurations, and driveway locations in the study area. In addition, perform field observations of traffic patterns and queuing on the adjacent roadways.

2.2 Analysis

2.2.1 Forecast future traffic volumes based on the discussed assumptions regarding regional growth and other known or planned future developments from the scoping meeting.

2.2.2 Perform capacity analyses of the study intersections during the weekday morning and weekday afternoon peak hours using Synchro 10 capacity analysis software. The following scenarios shall be evaluated:

- Existing Conditions
- Construction Year No Build Conditions (if necessary)
- Construction Year Build Conditions (up to three (3) intersection alternatives)
- Horizon Year (Construction Year plus 20 years) Build Conditions

2.2.3 Review available crash data along E 18th Street and comment on recurring crash types within the study area. Prepare a comparative safety analysis between the intersection alternatives.

2.3 Documentation

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

3.0 INTERSECTION DESIGN AND PLANS

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

3.1 Conceptual Design and Plan Development Phase

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

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

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

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

3.1.2 Develop a Conceptual Plan Set including:

- Title Sheet
- Conceptual Plan Sheets

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

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

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

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

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

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

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

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

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

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

3.2.8 Develop signing and striping.

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

location of lighting poles, conduit, and power sources.

- 3.2.10 Develop preliminary cross sections including driveway and entrance sections.
- 3.2.11 Develop preliminary construction staging and traffic control plans.
- 3.2.12 Identify potential utility conflicts and submit to utilities for review.
- 3.2.13 Develop a Preliminary Plan Set including:
 - Title Sheet
 - General Notes
 - Typical Sections
 - Plan & Profile Sheets (profiles only as required)
 - Signal Plan Sheets
 - Special Sheets & Details (as required)
- 3.2.14 Develop an Opinion of Probable Cost (OPC) based on the Preliminary design.
- 3.2.15 Complete Preliminary Plans and OPC and submit to the CLIENT for review and approval.

4.0 SERVICES NOT BEING PROVIDED BY CONSULTANT

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

- 4.1 Topographic Survey Data Collection
- 4.2 Levels A and/or B Subsurface Utility Engineering
- 4.3 Meetings beyond the project kickoff meeting
- 4.4 Public engagement including public meetings and exhibit preparation. Should this task be required, time required will be invoiced on an hourly time & materials basis in accordance with the attached rate schedule.
- 4.5 Preparing a traffic model using Vissim microsimulation software.
- 4.6 Services after the completion of final design and submission of (30%) preliminary design documents, which includes intermediate and final plans, bid services, construction inspection, construction administration, review of shop drawings, requests for information from the contractor, etc.
- 4.7 Materials testing, which would be the responsibility of the CLIENT during construction.
- 4.8 Right-of-way acquisition, appraisals, and negotiations, which is assumed to be the responsibility of the CLIENT.
- 4.9 Plats for any construction or permanent easements or right-of-way
- 4.10 Utility relocation design except for sewers; non-sewer utility relocation designs are commonly performed by the utilities themselves

APPENDIX "B"

INFORMATION AND SERVICES TO BE PROVIDED BY CLIENT

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX "C"

SCHEDULE

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPENDIX "D"

COMPENSATION

1.0 AMOUNT OF PAYMENT

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

2.0 METHOD OF PAYMENT

2.1 The CONSULTANT shall submit invoices to the client on a monthly basis for services rendered. In no event shall the total of the CONSULTANT's invoices exceed the amount provided in this Appendix "D" without prior approval as provided elsewhere in this Agreement.

2.2 The CLIENT shall pay the CONSULTANT for said invoices within thirty (30) calendar days for CONSULTANT's services. **ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Bids for Police SUV's

BUDGET APPROPRIATION: \$139,500 total vehicle budget

DATE: October 19, 2020

Commentary:

Bids were received and opened on October 13, 2020 for the purchase of new, 2021 model year, all-wheel drive, pursuit package SUV's.

We received the following bids for the vehicles:

<u>Dealership</u>	<u>Model</u>	<u>Per Vehicle Price</u>
Taylor Dodge (Rolla)	Dodge Durango	\$35,295
Behlmann Dodge (Troy)	Dodge Durango	\$36,998
Landmark Dodge (Independence)	Dodge Durango	\$38,430
Don Brown Chevrolet (St. Louis)	Chevrolet Tahoe	\$38,938*
Hutcheson Ford (St. James)	Ford Police Interceptor Utility	\$39,035
Lindsay Chrysler/Dodge (St. Robert)	Dodge Durango	\$39,500
Lindsay Ford (Lebanon)	Ford Police Interceptor Utility	\$39,571

* Bid delivered by UPS at 10:20am by UPS, after scheduled 10am bid opening

It should be noted that Taylor Dodge did not meet the bid specifications, which makes Behlmann Dodge the lowest qualifying bidder. There was discussion with Taylor Dodge after the bid opening, and in order to meet bid specifications, they would have to increase their bid by \$2,284/vehicle for a total of \$37,579/vehicle. This would still leave Behlmann Dodge as the lowest qualifying bidder.

Also, at the time of bid openings, there have been no State Bids awarded by the State of Missouri for police vehicles.

Recommendation:

It is staff recommendation that Council award the bid to Behlmann Dodge and purchase three (3) 2021 Dodge Durango Pursuit SUV's for a total cost of \$110,994.

ITEM NO. _____

V.A.1



V. A. 2.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Bids for Police SUV Equipment

BUDGET APPROPRIATION: \$139,500 total vehicle budget

DATE: October 19, 2020

Commentary:

At the same time we went out for bids on new, 2021 Police SUV's, we solicited quotes for equipment for these vehicles, including lights, sirens, speakers, consoles, etc.

The following quotes were received:

<u>Dealership</u>	<u>Per Vehicle Price</u>	<u>Total Price</u>
Public Safety Upfitters	\$ 8,215.53	\$24,646.60
Don Brown	\$ 8,739.33	\$26,218.00
Federal Signal	\$ 4,246.30*	\$12,738.90

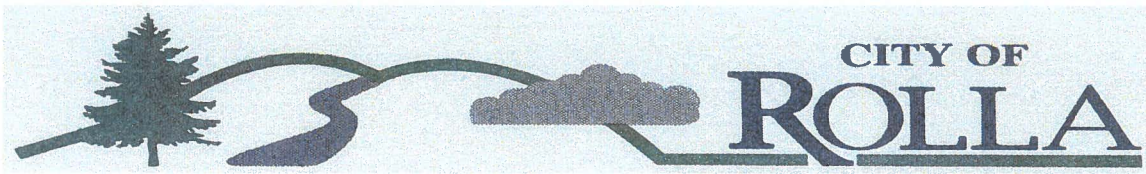
* This quote was incomplete and did not include much of the necessary equipment we outlined in our specifications.

Recommendation:

It is staff recommendation that Council award the bid to Public Safety Upfitters for a total cost of \$24,646.60.

ITEM NO. _____

V.B.1.



901 North Elm Street, Rolla, MO 65401
www.rollacity.org



Halloween 2020 – Keeping it Safe

While kids love Halloween, the COVID-19 pandemic means things may be a bit different this year. But you can still have fun! The City of Rolla would like to encourage the citizens to follow the CDC's (Centers for Disease Control and Prevention) guidelines to ensure your Halloween is safe.

Steps to Take when Trick or Treating: Traditional Halloween activities are fun, but some can increase the risk of getting or spreading COVID-19 or influenza. Plan alternate ways to participate in Halloween.

Make trick-or-treating safer

- Avoid direct contact with trick-or-treaters.
- Give out treats outdoors, if possible.
- Set up a station with individually bagged treats for kids to take.
- Wash hands before handling treats.
- Wear a mask.



VIII A. 1



Wear a mask

- Make your cloth mask part of your costume.
- A costume mask is **not** a substitute for a cloth mask.
- Do **NOT** wear a costume mask over a cloth mask. It can make breathing more difficult.
- Masks should **NOT** be worn by children under the age of 2 or anyone who has trouble breathing
- Stay at least 6 feet away from others who do not live with you
- Indoors and outdoors, you are more likely to get or spread COVID-19 when you are in close contact with others for a long time.

Wash your hands

- Bring hand sanitizer with you and use it after touching objects or other people.
- Use hand sanitizer with at least 60% alcohol.
- Parents: supervise young children using hand sanitizer.
- Wash hands with soap and water for at least 20 seconds when you get home and before you eat any treats.

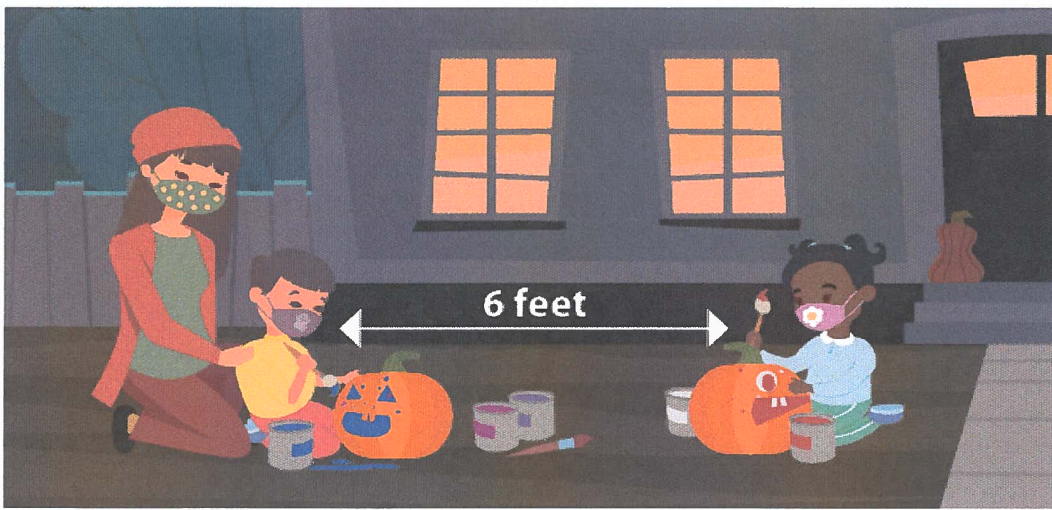


Steps to Take for Other Halloween Activities: Enjoy Halloween activities and take steps to protect yourself from getting or spreading COVID-19.

Remember to always

- Wear a cloth mask
- Indoors and outdoors, stay at least 6 feet away from others who do not live with you
- Wash your hands or use hand sanitizer frequently

VIII. A. 2.



Decorate and carve pumpkins

- Decorate your home for Halloween.
- Carve pumpkins with members of your household or outside with neighbors or friends.
- Walk from house to house, admiring Halloween decorations at a distance.

Visit an orchard, forest, or corn maze. Attend a scavenger hunt.

- Go on an outdoor Halloween-themed scavenger hunt.
- Visit a pumpkin patch or orchard. Remember to wash your hands or use hand sanitizer frequently, especially after touching frequently touched surfaces, pumpkins, or apples.
- Go to a one-way, walk-through haunted forest or corn maze.

Other Ideas

- Hide Halloween treats in and around your house. Hold a Halloween treat hunt with household members.
- Hold an outdoor costume parade or contest so everyone can show off their costumes.
- Host an outdoor Halloween movie night with friends or neighbors or an indoor movie night with your household members.



For more information on how you can keep your family and friends safe with additional precautions and simple steps added to your Halloween routine this year, please visit the CDC online at

<https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/holidays/halloween.html>

Steps to Take When Trick or Treating



Make Trick-Or-Treating Safer



- Avoid direct contact with trick-or-treaters.
- Give out treats outdoors, if possible.
- Set up a station with individually bagged treats for kids to take.
- Wash hands before handling treats.
- Wear a mask.



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

Traditional Halloween activities are fun, but some can increase the risk of getting or spreading COVID-19 or influenza. Plan alternate ways to participate in Halloween.

Wear A Mask



- Make your cloth mask part of your costume.
- A costume mask is **NOT** a substitute for a cloth mask.
- Do **NOT** wear a costume mask over a cloth mask. It can make breathing more difficult.
- Masks should **NOT** be worn by children under the age of 2 or anyone who has trouble breathing.



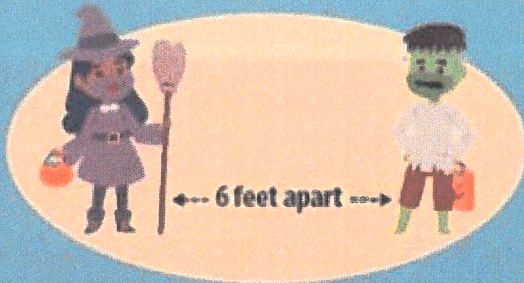
Wash Your Hands



- Bring hand sanitizer with you and use it after touching objects or other people.
- Use hand sanitizer with at least 60% alcohol.
- Parents: supervise young children using hand sanitizer.
- Wash hands with soap and water for at least 20 seconds when you get home and before you eat any treats.



Keep Your Distance



- Stay at least 6 feet away from others who do not live with you
- Indoors and outdoors, you are more likely to get or spread COVID-19 when you are in close contact with others for a long time.

[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

