

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/UCffirfbYSQqtuhOAVkCCyieA>

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, April 5, 2021; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

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

PLEDGE OF ALLEGIANCE
Councilperson Ann Murphey

I. CONSENT AGENDA

- A) Consider Approval of the City Council Minutes of:
- 1) City Council Meeting – March 1st, 2021
 - 2) City Council Meeting – March 15th, 2021
 - 3) City Council Closed Session – March 15th, 2021

II. PUBLIC HEARINGS

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

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

- a. Environmental Services Department Monthly Report – February 2021
- b. Building Codes Monthly Report – February 2021
- c. Parks Financial Analysis – February 2021
- d. Police Department Monthly Report – February 2021
- e. Animal Control Division Report – February 2021
- f. Rolla Planning and Zoning Commission Minutes for March 9th, 2021
- g. Development Review Committee Minutes for March 16th, 2021
- h. The Centre Health & Rec Complex Monthly Income Statement – February 2021
- i. RMU monthly reports - December 2020, January and February 2021
- j. RMU meeting minutes for December 22, 2020, January 26, 2021, February 23, 2021
- k. Municipal Court Division Summary for January 2021
- l. Parks Advisory Commission Minutes for March 24th, 2021

V. OLD BUSINESS

- A. **Ordinance** amending Sections 27-61 & 27-62 of the City Code relating to seatbelt usage. (Police Chief Sean Fagan) **Final Reading**
- B. **Ordinance** Authorizing the Mayor to enter into an agreement with Alexander Construction for Project 225 -Public Works Building. (City Engineer Darin Pryor) **Final Reading**
- C. **Ordinance** Authorizing the Mayor to enter into an agreement with Pierce Asphalt, LLC for Project 524 – Surface Sealing Parking Lots. (City Engineer Darin Pryor) **Final Reading**

VI. NEW BUSINESS

- A. **Motion** Approving use of Rolla National Airport Fields for Greek Week Games September 11th & 18th, 2021, with Beer Sales (City Administrator John Butz) **Motion**
- B. **Resolution** extending lease with Downtown Barber Shop. (City Administrator John Butz) **Motion**
- C. **Resolution** to allow MS&T Little Miners Child Care Center to construct and maintain a canopy within the public right-of-way. (Public Works Director Steve Hargis) **Motion**

VII. CLAIMS and/or FISCAL TRANSACTIONS

- A. **Motion** to award bid for saw timber at Rolla National Airport and **Resolution** to enter into agreement for services with Mid Mo Logging, LLC. (City Administrator John Butz) **Motion/Resolution**
- B. **Motion** to approve new SplashZone/Park fees effective May 1st, 2021. (Parks Director Floyd Jernigan) **Motion**
- C. **Motion** to award bid for Project #492 – Oak Street Improvements and **Ordinance** authorizing the Mayor to enter into agreement with Donald Maggi Inc. (City Engineer Darin Pryor) **Motion / First Reading**
- D. **Motion** to award bid for Project #522 – 2021 Microsurfacing and **Ordinance** authorizing the Mayor to enter into agreement with Donelson Construction Co., LLC. (City Engineer Darin Pryor) **Motion/First Reading**
- E. **Motion** to award bid for Project #359 – University Dr. Realignment and **Ordinance** authorizing the Mayor to enter into agreement with Don Maggi, Inc. (Director of Public Works Steve Hargis) **Motion/First Reading**

VIII. CITIZEN COMMUNICATION

- A) Open Citizen Communication

IX. MAYOR/CITY COUNCIL COMMENTS

- A. **Motion** Reappointing Mr. Monte Shields to the Planning and Zoning Commission (Jan. 2025) – **Motion**
- B. **Motion** to approve City Administrator's 2021 Goals & Objectives. **Motion**
- C. **Motion** to appoint Jacob Rohter to the Phelps County Extension Council. (Feb. 2023) **Motion**

X. COMMENTS FOR THE GOOD OF THE ORDER

- 1. Municipal and local Election Day, Tuesday, April 6, 2021.

XI. CLOSED SESSION

NONE

XII. ADJOURNMENT

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 1, 2021; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance via Zoom Videoconferencing: Deanne Lyons

Council Members in Physical Attendance: Rachel Schneider, Lister Florence, Christine Ruder, Terry Higgins, Matthew Crowell, Ann Murphey, Carrolyn Bolin, Jody Eberly, John Meusch, Dave Schott and Marie Allen

Council Members Absent: None.

Department Directors in Attendance via Zoom Videoconferencing: Community Development Director Steve Flowers and Finance Director Steffanie Rogers

Department Directors and Other City Officials in Physical Attendance: City Administrator John Butz, Fire Chief Ron Smith, City Engineer Darin Pryor, Parks Director Floyd Jernigan, City Clerk Lorri Thurman, Police Chief Sean Fagan, Environmental Services Director Brady Wilson, and City Planner Tom Coots

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilperson Ann Murphey to lead in the Pledge of Allegiance.

I. CONSENT AGENDA

A motion was made by Crowell and seconded by Allen to approve the consent agenda as submitted. A voice vote on the motion showed the following; Ayes: 12, Nays: none, Absent: none.

The consent agenda consisted of the following:

I. CONSENT AGENDA

- A) Consider Approval of the City Council Minutes of:
- 1) City Council Meeting – February 1, 2021
 - 2) City Council Closed Session Meeting – February 1st, 2021
 - 3) City Council Meeting – February 16th, 2021

II. PUBLIC HEARINGS - NONE

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

- A. Citizen Award Presentation to Judy Terry (Fire Chief Ron Smith & Police Chief Sean Fagan) Presentation was postponed for a later date.

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- B. Jeff Schramm and Ben Sitzes St. Patrick's Board: Community briefing on St. Patrick's Day Festivities.

Mr. Schramm stated that the St. Pat's Board has moved all student related St. Pat's festivities onto campus. They are encouraging all students to participate in the new drive through parade which will be located at Lion's Club Park. Everyone wanting to drive through the parade will enter from the soccer fields off Lions Club Drive and exit onto Highway 63. Everyone will have to remain in their vehicles and none of the usual parade loot will be handed out. The Board is not endorsing any events on Pine Street and are discouraging Alumni from returning for this year's event. The annual painting of Pine Street will resume this year as organized by Alumni.

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

- a. Environmental Services Department Monthly Report – January 2021
- b. Building Codes Monthly Report – January 2021
- c. Parks Financial Analysis – January 2021
- d. Police Department Monthly Report – January 2021
- e. Animal Control Division Report – January 2021
- f. Rolla Planning and Zoning Commission Minutes for February 9th, 2021
- g. The Centre Health & Rec Complex Monthly Income Statement – January 2021

V. OLD BUSINESS

- A. Conditional Use Permit (CUP) to allow an "Arsenals and Munitions Storage" in the M-2, Heavy Manufacturing District at 4060 Hy-Point North (Zon20-03) (City Planner Tom Coots) –**Final Reading**

Mr. Coots advised the applicant, Second Amendment Wholesale, has selected the former FedEx building as a suitable location for their wholesale gun and ammunition business. Due to the nature of their business, Council would need to approve a Conditional Use Permit.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO 4603: AN ORDINANCE TO AUTHORIZE THE ISSUANCE OF A CONDITIONAL USE PERMIT TO THE PROPERTY KNOWN AS 4060 HY-POINT NORTH FOR THE USE OF "ARSENALS AND MUNITONS STORAGE" IN THE M-2, HEAVY MANUFACTURING DISTRICT. (2ND AMENDMENT WHOLESale). A motion was made by Bolin and seconded by Murphey to approve the ordinance as written. A roll call vote yielded the following results: Ayes: Murphey, Lyons, Allen, Bolin, Schneider, Ruder, Meusch, Higgins, Eberly, Florence, Schott, and Crowell. Nays: None. Absent: None. Ordinance Passed.

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VI. NEW BUSINESS

A. Pete Ramsel: Diamond Apartments and Weylin Watson: Gilmore & Bell, P.C. Introduction to Diamond Apartments project. **(Discussion)**
Mr. Ramsel explained to Council that he is representing the ownership group interested in buying and rehabilitating the Oak Tree Apartments on Forum Drive. (Diamond Apartments) This is an affordable housing rehab project made possible through investors, a commitment from MHDC (Missouri Housing Development Commission) for a 4% tax credit, and IDA bonds (Industrial Development Authority) for both state and federal tax-exempt financing. He explained that the 25-year-old development needs rehabilitation, including new roofs, siding, windows, and interior unit renovation. This will cost approximately \$40,000 a unit with a washer and dryer in every unit. This is an 80 unit building with 2 and 3 bedroom units. MHDC requires a local Public Hearing which is scheduled for March 15th at 6:30p.m.

B. **Ordinance** to permit the Rolla Police Department to apply for free traffic safety grants through MDOT. (Police Chief Sean Fagan) **First and Final**

Chief Fagan advised that every year they apply for grants through MDOT which provides 100% paid overtime to perform various Traffic projects. Last year they applied for and received \$20,000 and this year they are applying for \$22,000.

City Counselor Carolyn Buschjost read the proposed ordinance for its first reading by title: ORDINANCE NO 4604: 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 MISSOURI DEPARTMENT OF TRANSPORTATION PERTAINING TO GRANTS. A motion was made by Eberly and seconded by Murphey to suspend the rules and

read the ordinance as written for its final reading. Voice vote showed 12 Ayes and 0 Nays. Motion carried.

Mrs. Buschjost then read the proposed ordinance for its final reading by title: A motion was made by Crowell and seconded by Bolin to accept the ordinance as read. A roll call vote showed the following results. Ayes: Bolin, Higgins, Ruder, Schott, Allen, Murphey, Lyons, Crowell, Meusch, Florence, Eberly, and Schneider. Nays: None Absent: None Ordinance passed.

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- C. **Ordinance** authorizing the Mayor to execute an agreement with the Missouri Department of Corrections for renewal of work release program. (City Engineer Darin Pryor) **First Reading**

Mr. Pryor advised it was time to renew the agreement with the Missouri Department of Corrections (MDOC) for the work release program. Due to COVID, the City has not been receiving offenders but we hope to this year.

Mrs. Buschjost read the proposed ordinance for its first reading by title: ORDINANCE NO: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI DEPARTMENT OF CORRECTIONS.

VII. CLAIMS and/or FISCAL TRANSACTIONS

- A. **Motion** to award A&E services for a new Animal Shelter to Shelter Planners of America/Archer Engineering and Ordinance authorizing the Mayor to enter into a contract with same. (City Administrator John Butz) **Motion/ First Reading**

Mr. Butz advised that in late 2020 the City requested bids for architectural engineering services to design a new Animal Shelter. The team of Shelter Planners of America and Archer Engineering is recommended as the most qualified team to do a two-phased approach. The first phase will plan and build the shell of an approximately 6000 sq. ft. shelter. With the help of much anticipated and re-energized fundraising efforts and in-kind donations of labor and supplies, phase two would eventually complete the project but may take several years. A motion was made by Meusch and seconded by Schott to award the bid for A&E services to Shelter Planners of America. A roll call vote showed the following results: Aye: Meusch, Schott, Ruder, Schneider, Allen, Murphey, Lyons, Crowell, Florence, Higgins, Eberly, and Bolin. Nays: None. Absent: None.

City Counselor Carolyn Buschjost read the proposed ordinance for its first reading by title: ORDINANCE NO: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND SHELTER PLANNERS OF AMERICA OF ARLINGTON, TEXAS/ARCHER ENGINEERING OF ROLLA, MO.

- B. **Motion** to award bid for purchase and installation of Vehicle Exhaust Removal System to Air Cleaning Technologies \$25,600. (Fire Chief Ron Smith) **Motion**

Fire Chief Smith explained the benefits of the proposed exhaust system. The low bid is \$25,600, \$10,000 of which will be paid for with funds from a memorial bequeathment from the estate of Chester and Evelyn Baker of Rolla, Mo. A motion was made by Allen

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and seconded by Bolin to award bid to Air Cleaning Technologies. A voice vote revealed 12 Ayes and zero Nays. Motion passed

- C. **Motion** to award bid to Wayde's Equipment for zero turning radius diesel mower \$15,348.45. **Motion** (Parks Director Floyd Jernigan)

Parks Director Floyd Jernigan stated that bids were received for a 2021 zero turn diesel mower to replace a 2016 mower for the cemetery. The lowest qualified bid was from Wayde's Equipment out of Steelville, MO for \$15,348.45. A motion was made by Bolin and seconded by Schott to award the bid to Wayde's Equipment. A voice vote revealed 12 Ayes and zero Nays. Motion passed

VIII. CITIZEN COMMUNICATION

A) Open Citizen Communication

1. Dan Byington of Sidney's Bar spoke reference a proposed plan in the downtown area on St Patrick's Day. Mr. Byington advised that he would be paying for the liability insurance and would name the City of Rolla as additional insured. A map of festivities and schedule of events was provided detailing restrooms, sanitation stations, entrances and exits. A discussion was had about the availability of Police Officers, Fire personnel, and the occupancy limit. Mr. Byington requested Council to allow the closure of a large section of 7th street between Rolla and Pine Street from 8AM – 6PM on Saturday, March 13th. A motion was made by Crowell and seconded by Bolin to adopt the request of Mr. Byington to shut down the street pursuant to all the discussed requirements, including an insurance policy, liquor license, occupancy limits and a plan to enforce same. A roll call vote showed the following results: Ayes: Allen, Lyons, Murphey, Bolin, Schneider, Ruder, Meusch, Florence, Eberly, Crowell, Schott, and Higgins. Nays: none Absent: none Motion passed.
2. Brandon Johnson – 1601 Broadway: asked the City's role in resolving issues with abandoned houses. Mr. Johnson was asked to contact Zoning Inspector, Kathleen McMeen, on Tuesday.

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Mayor Magdits commented on the expense and time involved in campaigning, spoke against the theft of signs, and cautioned candidates on their placement of signs and other materials.
- B. **Ordinance** extending the emergency proclamation (City Administrator John Butz) **First Reading**

Mr. Butz stated that Council had asked staff to prepare an ordinance to re-declare an emergency declaration for COVID which grants to the Mayor authority to manage and

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control City facilities and assets per RSMo 77.530. The proposed ordinance would coincide with the state's Declaration unless acted upon separately by City Council.

City Counselor Carolyn Buschjost read the proposed ordinance for its first reading by title: **ORDINANCE NO: AN ORDINANCE EXTENDING THE EMERGENCY PROCLAMATION IN THE CITY OF ROLLA AND ENCOURAGING THE CITIZENS OF THE CITY OF ROLLA TO CONTINUE TO IMPLEMENT THE MITIGATION STRATEGIES LAID OUT BY THE CENTERS FOR DISEASE CONTROL AND THE NATIONAL INSTITUTE OF HEALTH.**

- C. **Notice of Public Hearing** on March 15, 2021 regarding the redevelopment of Diamond Apartments, formerly Oak Tree Apartments.

X. COMMENTS FOR THE GOOD OF THE ORDER

None

XI. CLOSED SESSION

None

XII. ADJOURNMENT

Having no further business, the meeting adjourned at approximately 8:36 PM

Minutes respectfully submitted by City Clerk Lorri Thurman.

CITY CLERK

MAYOR

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**ROLLA CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 15TH, 2021; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Attendance via Zoom Videoconferencing: Deanne Lyons.

Council Members in Physical Attendance: Terry Higgins, Jody Eberly, John Meusch, Carrolyn Bolin, Christine Ruder, Rachel Schneider, Ann Murphey, David Schott, Matthew Crowell, Marie Allen and Lister Florence Jr .

Council Members Absent: None.

Other City Officials and Department Directors in Attendance via Zoom Videoconferencing: Community Development Director Steve Flowers, Finance Director Steffanie Rogers, and Centre Director Marci Fairbanks

Department Directors and City Officials in Physical Attendance: Rolla City Fire Chief Ron Smith, City Engineer Darin Pryor, City Planner Tom Coots, City Administrator John Butz, Environmental Services Director Brady Wilson, Parks Director Floyd Jernigan and Police Chief Sean Fagan

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

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilperson Matthew Crowell to lead in the Pledge of Allegiance.

I. PUBLIC HEARINGS

- A. **Public Hearing - Oak Tree (Diamond) Apartments Renovation - MHDC Tax Credits (Mr. Pete Ramsel - Diamond Apartments and City Administrator John Butz) Resolution**

City Administrator John Butz stated this was a new rehabilitation project of Oak Tree Apartments with a new ownership partnership of Diamond Apartments. MHDC is finalizing both state and Federal Tax credits and the public hearing is an IRS requirement. IDA issued a resolution of intent to issue bonds last year. After the public hearing, the Council will be asked to approve the resolution allowing them to proceed.

Mayor Magdits officially opened the hearing at 6:33p.m. and asked if any citizens wished to speak regarding the project or the tax credits. None came forward.

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Pete Ramsel spoke briefly stating this was a necessary project for the community and assured Council that once finished would be very nice.

Mayor Magdits closed the public hearing at 6:36p.m.

City Counselor Lance Thurman read the proposed resolution by title for one reading: RESOLUTION 1985: A RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ROLLA, MISSOURI FOR A HOUSING PROJECT. A motion was made by Crowell and seconded by Murphey to adopt the resolution as written. A roll call vote showed the following results: Ayes: Schneider, Florence, Ruder, Bolin, Higgins, Murphey, Schott, Crowell, Meusch, Allen, Eberly, and Lyons. Resolution passed.

B. Public Hearing-Major Thoroughfare Plan Amendment for University Ave. Realignment (City Planner Tom Coots) First Reading

City Planner Tom Coots stated this was an amendment to the Major Thoroughfare Plan for the University Ave. realignment. Approval of the amendment to the thoroughfare plan is the next step in the process for the project to remain in compliance with the letter and intent of the state statutes.

Mayor Magdits officially opened the public hearing at 6:42p.m. and asked if any citizens wished to speak on the project. None came forward and the public hearing closed at 6:43p.m.

City Counselor Lance Thurman read the proposed ordinance for its first reading, by title: ORDINANCE 4608: AN ORDINANCE ADOPTING AN AMENDMENT TO THE MAJOR THOROUGHFARE PLAN, A PART OF THE ROLLA 2020 COMPREHENSIVE PLAN UPDATE 2005 FOR THE UNIVERITY DRIVE RE-ALIGNMENT. A motion was made by Murphey and seconded by Bolin to suspend the rules and read the ordinance for its final reading. A voice vote showed 11 Ayes and 1 Nay. Mr. Thurman read the ordinance for its final reading. A motion was made by Eberly and seconded by Bolin to approve the ordinance as written. A roll call vote revealed the following results: Ayes: Ruder, Murphey, Higgins, Schneider, Allen, Bolin, Lyons, Crowell, Meusch, Florence, Schott, and Eberly. Ordinance passed.

II. SPECIAL PRESENTATIONS

- A. Citizen Award Presentation to Judy Terry (Fire Chief Ron Smith & Police Chief Sean Fagan) Fire Chief Ron Smith and Police Chief Fagan presented a Citizen Award to Judy Terry (a volunteer with the American Red Cross) for excellent service to the community.

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- B. 2020 Tourism Audit (Kean, Wiggins, & Company LLC)
CPA Amanda Wiggins briefed Council of the Audit results of the 2020 Motel Tax fund. Overall, she said everything was very organized with no red flags. Funds for the Motel tax fund come from a 3% tax collected by the Hotels and Motels. The money goes to the City of Rolla who then remits 90% to the Chamber, while 10% remains with the City for their own tourism projects.
- C. 2020 4th Quarter Year End Tourism Report (Stevie Kears, Executive Director Rolla Area Chamber of Commerce)
Executive Director Stevie Kears presented the 2020 4th Quarter Tourism Report. She stated that 2020 was a challenging year for everyone and the Hotels had taken a major hit. She spoke on a few of the community events that, while modified, were still able to be held in 2020. 2021 has a line-up of entertaining community events as well. The Chamber has collaborated with the Rolla Regional Economic Commission to create a new website called "Geared for Phelps" to combine tourism marketing efforts.

III. OLD BUSINESS

- A. **Ordinance** authorizing the Mayor to execute an agreement with the Missouri Department of Corrections for renewal of work release program. (City Engineer Darin Pryor) **Final Reading**

City Engineer Darin Pryor stated this ordinance would allow the renewal of the work release program through the Missouri Department of Corrections. The program is currently paused for COVID reasons but the City is hopeful that it will soon again be active. When active, the City employs up to eight offenders to do manual work for the Public Works and Parks Departments. (This agreement would be effective March 1, 2021 through February 28th, 2022, and may be renewed for 2 additional one-year periods thereafter.)

City Counselor Lance Thurman read the following proposed ordinance for final reading, by title. **ORDINANCE NO 4605: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI DEPARTMENT OF CORRECTIONS. A motion was made by Meusch and seconded by Bolin to pass the ordinance. A roll call vote showed the following results: Ayes: Murphey, Lyons, Bolin, Schneider, Ruder, Meusch, Higgins, Eberly, Florence, Schott, and Crowell. Nays: Allen. Absent: none.** Ordinance passed.

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- B. **Ordinance** authorizing the Mayor of the City of Rolla, Missouri to execute an agreement with Shelter Planners of America. (City Administrator John Butz) **Final Reading**

This agreement would start the first of two phases that would create and build the shell of the new Animal Shelter. The second phase would rely on donations and in-kind services for completion.

City Counselor Lance Thurman read the following proposed ordinance for final reading, by title. ORDINANCE NO 4606 : AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND SHELTER PLANNERS OF AMERICA OF ARLINGTON, TEXAS/ARCHER ENGINEERING OF ROLLA, MO. A motion was made by Meusch and seconded by Crowell to accept the ordinance as read. A roll call vote showed the following results: Ayes: Bolin, Higgins, Ruder, Schott, Allen, Murphey, Lyons, Crowell, Meusch, Florence, Eberly, and Schneider. Nays: none. Absent: none. Ordinance passed.

- C. **Ordinance** extending the COVID emergency proclamation (City Administrator John Butz)

This is a draft of the original proclamation passed by City Council in March, 2020 that takes advantage of what the State Statutes provide in the authority of the City Council during a pandemic. This updated version reinforces that we are still dealing with a pandemic. The proposed ordinance grants some administrative authority to the Mayor and the City Administrator to manage City properties and modify administrative procedures and ties Rolla's declaration to that of the State of Missouri's declaration.

Mayor Magdits reinforced that he is not going to ask for authority that he doesn't need or isn't likely to need. He asked Council to amend the proposed ordinance, removing Section 3, subsections e and f. A motion was made by Crowell and seconded by Meusch to amend the ordinance to remove Section 3, subsections e and f. A roll call vote showed the following results: Ayes: Allen, Murphey, Bolin, Schneider, Florence, Meusch, Higgins, Eberly, Crowell, Schott, and Ruder. Nays: Lyons. Absent: none.

City Counselor Lance Thurman read the proposed ordinance by title for its final reading, as amended: ORDINANCE NO. 4607: ORDINANCE EXTENDING THE EMERGENCY PROCLAMATION IN THE CITY OF ROLLA AND ENCOURAGING THE CITIZENS OF THE CITY OF ROLLA TO CONTINUE TO IMPLEMENT THE MITIGATION STRATEGIES LAID OUT BY THE

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CENTER FOR DISEASE CONTROL AND THE NATIONAL INSTITUTE OF HEALTH. A roll call vote showed the following results: Ayes: Meusch, Schott, Ruder, Schneider, Allen, Murphey, Lyons, Crowell, Florence, Higgins, Eberly, and Bolin. Ordinance passed.

IV. NEW BUSINESS

- A. **Ordinance** amending Sections 27-61 & 27-62 of the City Code relating to seatbelt usage (Police Chief Sean Fagan) **First Reading**

This Ordinance would mirror the Rolla City Ordinances pertaining to child restraint and seatbelt usage with the State of Missouri Statutes.

City Counselor Lance Thurman read the proposed ordinance for its first reading, by title: AN ORDINANCE AMENDING SECTIONS 27-61 AND 27-62 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING NEW SECTIONS 27-61 AND 27-62 IN LIEU THEREOF RELATING TO SEATBELT LAW.

- B. **Motion** Authorizing a Corporate Hangar lease with Mr. Gary Henderson (City Administrator John Butz) **Motion**

This hangar started as a ground lease in 1984. In 2017, the City approved the sale of the building and assignment of the ground lease from the late Bill Hoertel to Gary Henderson. In that assignment the City agreed to then lease the building to Gary Henderson when the building reverts to the City. (This lease would be effective for one year to commence on May 1, 2021 and terminate on April 30, 2022. The lease can be extended up to two additional one year terms.) A motion was made by Bolin and Seconded by Murphey to approve the lease. A roll call vote showed the following results: Ayes: Florence, Crowell, Murphey, Schott, Schneider, Ruder, Allen, Higgins, Eberly, Lyons, Bolin, and Meusch. Nays: none. Absent: none. Motion passed

- C. **Resolution** Adopting the Phelps County Multi-Jurisdiction Natural Hazards Mitigation Plan (Fire Chief Ron Smith) **Motion**

The Federal Emergency Management Agency (FEMA) requires that the Phelps County Hazard Mitigation Plan be reviewed every five years. Phelps County and nine other jurisdictions prepared this local hazard mitigation plan to guide hazard mitigation planning for the purpose of better protecting the people and property of the County from the effects of natural hazard events. In order for the City of Rolla to be eligible to receive federal disaster assistance, a resolution must be passed which approves the Phelps County Hazard Mitigation Plan.

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City Counselor Lance Thurman read the proposed resolution for one reading:
RESOLUTION 1986: A RESOLUTION ADOPTING THE PHELPS COUNTY MULTI-JURISDICTION NATURAL HAZARD MITIGATION PLAN. A motion was made by Eberly and seconded by Schott to adopt the resolution. A roll call vote showed the following results: Ayes: Higgins, Bolin, Ruder, Schneider, Allen, Murphey, Lyons, Crowell, Meusch, Florence, Eberly, and Schott. Motion passed.

D. Ordinance Approving DCM Holdings Subdivision (City Planner Tom Coots) – First Reading

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

City Counselor Lance Thurman read the Ordinance for its first reading, by title:
ORDINANCE NO : AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF DCM HOLDINGS SUBDIVISION.

V. CLAIMS and/or FISCAL TRANSACTIONS

A. Motion Awarding Bid for Public Works Building and an Ordinance Authorizing the Mayor to Enter into an Agreement with Alexander Construction (City Engineer Darin Pryor) Motion/First Reading

Mr. Pryor stated that bids were received were to begin phase one of a two-phase plan to build and complete a new Public Works building to be located off McCutchen Drive. Phase 1 will build the shell of the building. Phase 2 will be ready for bid sometime in April which will complete the interior of the facility. Lowest bid was by Alexander Construction, LLC for \$729,438.00. A motion was made by Bolin and seconded by Marie to award the bid. A roll call vote showed the following results: Ayes: Crowell, Schott, Ruder, Schneider, Higgins, Murphey, Lyons, Bolin, Meusch, Florence, Eberly, and Allen. Motion passed

City Counselor Lance Thurman read the proposed Ordinance for its first reading, by title:
ORDINANCE NO : AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND ALEXANDER CONSTRUCTION, LLC.

B. Motion Awarding Bid for 2021 Surface Sealing Parking Lots and an Ordinance Authorizing the Mayor to Enter into an Agreement with Pierce Asphalt, LLC (City Engineer Darin Pryor) Motion/First Reading

MARCH 15TH, 2021

I.A.12

COUNCIL MEETING MINUTES

MARCH 15TH, 2021

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Mr. Pryor stated that bids were received to seal specific parking lots in Rolla. Lots are scheduled to be surfaced every 5-7 years. The lowest bid received was by Pierce Asphalt, LLC. A motion was made by Crowell and seconded by Bolin to award the bid to Pierce Asphalt, LLC. A roll call vote showed the following results. Aye: Eberly, Allen, Murphey, Bolin, Schneider, Ruder, Meusch, Higgins, Lyons, Crowell, Schott, and Florence. Nay: None. Absent: None.

City Counselor Lance Thurman read the proposed ordinance for first reading, by title: ORDINANCE NO : AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT, LLC, 2021 SURFACE SEALING TREATMENT PARKING LOTS, PROJECT #524.

C. **Motion** Awarding Bid for Splash Zone Slide Renovation (Parks Director Floyd Jernigan)
Motion

Mr. Jernigan stated that in 2020, the Council approved the resurfacing of Splash Zone Water Park. At that time, they noted the slides would have to be repaired/rejuvenated in 2021. A motion to award the project to SlidePros was made by Schneider and seconded by Bolin. A roll call vote showed the following results: Ayes: Schneider, Florence, Ruder, Bolin, Higgins, Murphey, Schott, Crowell, Meusch, Allen, Eberly, and Lyons.

VI. MAYOR/CITY COUNCIL COMMENTS

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

Mayor Magdits asked that a motion be made to reappoint Mr. Bowe to the Planning and Zoning Commission for another term of service. Meusch made that motion and Crowell seconded. A roll call vote showed the following results: Ayes: Schott, Meusch, Higgins, Bolin, Schneider, Ruder, Allen, Murphey, Lyons, Crowell, Eberly, and Florence. Motion passed.

VII. CITIZEN COMMUNICATION

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

Lynn McFarland - 601 Penny Lane: Thanked Council for removing the "No Left turn" requirement at Strobach and Hwy 63. Thanked Council for the Pickle ball Courts at Green Acres Park. He also noted that they would need to be resurfaced in the near future.

MARCH 15TH, 2021

I.A.13

COUNCIL MEETING MINUTES

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Discussed a small white house with fire damage at the end of Strobach. He asked that 2 signs be placed that state "cross traffic does not stop" at Strobach and Walker.

Karen Harris – 21 Stephendale: She thanked the Mayor for open discussion on the proposed Emergency Declaration Order.

Brady Wilson - Environmental Services Director: Reminded everyone that April 3rd would be the next City Wide Clean-up. Brady noted trash receptacles would not be emptied on that day.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION

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

A. Personnel

Meusch made a motion and Bolin seconded to enter into closed session. A roll call vote showed the following results: Ayes: Ruder, Murphey, Higgins, Schneider, Allen, Bolin, Lyons, Crowell, Meusch, Florence, Schott, and Eberly.

Council went into closed session at 8:15 p.m.

X. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 8:40 p.m.

City Counselor Lance Thurman reported that during closed session the Council discussed one matter of Personnel. Council took no final action.

XI. ADJOURNMENT

Having no further business, the meeting adjourned at approximately 8:41 p.m.

Minutes respectfully submitted by Rolla City Clerk Lorri Thurman.

CITY CLERK

MAYOR

MARCH 15TH, 2021

I, A.14

FEBRUARY MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Feb 2021	Jan 2021	Feb 2020	Year-to-Date 2021	Year-to-Date 2020	Yearly Total 2020
Cardboard	85.0 ton	104.0 ton	124.8 ton	189.0 ton	254.0 ton	1,567.4 ton
Newspaper	59.0 ton	40.0 ton	36.9 ton	99.0 ton	93.4 ton	443.9 ton
High Grade Paper	0.0 ton	22.0 ton	0.0 ton	22.0 ton	21.5 ton	65.0 ton
Aluminum	2.2 ton	0.0 ton	2.0 ton	2.2 ton	4.1 ton	19.0 ton
Steel Cans/Scrap Metal	7.5 ton	4.5 ton	3.9 ton	12.0 ton	11.1 ton	59.7 ton
Plastic	0.0 ton	10.0 ton	20.2 ton	10.0 ton	30.7 ton	114.0 ton
Glass	19.0 ton	19.0 ton	0.0 ton	38.0 ton	17.5 ton	283.5 ton
Batteries	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.8 ton	0.8 ton
Electronic Waste	3.1 ton	3.6 ton	4.3 ton	6.7 ton	11.8 ton	45.3 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.0 ton	0.0 ton	4.0 ton
TOTAL	175.8 ton	203.1 ton	192.1 ton	378.9 ton	445.0 ton	2,602.6 ton

SERVICES PROVIDED

Type of Service	Feb 2021	Jan 2021	Feb 2020	Year-to-Date 2021	Year-to-Date 2020	Yearly Total 2020
Special Pick-ups	44	65	40	109	92	911
Paper Shredding	3.5 hours	11.0 hours	4.5 hours	14.5 hours	12.3 hours	61.2 hours
Reported Trash Nuisances	0	0	13	0	60	156
Households Dropping Off Hazardous Waste	40	39	57	79	131	804

DISPOSAL TONNAGE

(Sanitation Division)

Material	Feb 2021	Jan 2021	Feb 2020	Year-to-Date 2021	Year-to-Date 2020	Yearly Total 2020
Refuse	1,104.5 ton	1,180.1 ton	1,255.3 ton	2,284.6 ton	2,530.9 ton	15,987.6 ton

IV.a.1

Management Report
FISCAL YEAR 2021

February 2021

BUILDING PERMITS ISSUED	FEBRUARY FY 2021		FEBRUARY FY 2020		YTD FY 2021		YTD FY 2020		Δ CHANGE FY 20 - FY 21	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	22		25		138		148			-6.8%
Electric, Plumbing, etc. Only	13	\$ 50,000	9	\$ -	55	\$ 54,000	60	\$ 200,000		-8.3%
Single Family Detached			1	\$ 1,071,292	2	\$ 525,820	3	\$ 1,202,428		-33.3%
Single Family Attached			-		-		-			
Duplexes			1	\$ 381,653	-		5	\$ 1,556,953		-100.0%
3-or-4 family			-		1	\$ 492,700	-			
5-or-more family			-		-		1	\$ 440,000		-100.0%
Hotels, Motels			-		-		-			
Other nonhousekeeping shelter			-		-		-			
Amusement, social, recreational			-		-		-			
Churches, other religious			-		-		-			
Industrial			1	\$ 903,840	-		2	\$ 1,553,840		-100.0%
Parking garages			-		-		-			
Service stations, repair garages			-		-		-			
Hospitals, institutional			-		-		-			
Offices, banks, professional			-		-		-			
Public Works, utilities			-		1	\$ 614,100	-			
Schools, other educational			-		-		-			
Stores, customer			-		-		-			
Towers, antennas			-		-		-			
Signs, attached and detached	4	\$ 23,465	4	\$ 25,225	18	\$ 113,465	12	\$ 59,675		50.0%
Residential addition, remodel	1	\$ 25,000	4	\$ 146,500	22	\$ 328,500	32	\$ 413,138		-31.3%
Commercial addition, remodel	3	\$ 102,000	1	\$ 150,000	14	\$ 455,100	19	\$ 3,128,103		-26.3%
Residential garage, carport			-		-		-			
Demolition, single family	1		4		23		10			130.0%
Demolition, 2-family			1		-		2			-100.0%
Demolition, 3-or-4 family			-		-		-			
Demolition, 5-or-more family			-		-		-			
Demolition, all other			-		-		-			
Total Residential Units			2	\$ 1,452,945	5	\$ 745,101	24	\$ 2,562,181		-70.9%
EST. CONSTRUCTION COSTS		\$ 200,465	-	\$ 2,678,510	-	\$ 2,583,685	-	\$ 8,554,137		-69.8%
Building Permit Fees		\$ 3,335	-	\$ 7,419	-	\$ 17,230	-	\$ 26,141		-34.1%
FEES		\$ 7,235	-	\$ 12,769	-	\$ 41,480	-	\$ 66,191		-37.3%

INSPECTIONS PERFORMED	FEBRUARY FY 2021		FEBRUARY FY 2020		YTD FY 2021		YTD FY 2020		Δ CHANGE FY	
	#	Value	#	Value	#	Value	#	Value	#	%
Building Inspections	114		109		516		718			-28%
Electrical Inspections	58		88		326		468			-30%
Excavation Inspections	0		0		0		0			
Plumbing Inspections	43		62		217		332			-35%
Mechanical Inspections	30		25		140		166			-16%
Code Inspections	156		202		798		961			-17%
Nuisance Inspections	29		53		223		483			-54%
Business License Inspections	1		3		40		23			74%
TOTAL INSPECTIONS	431		542		852		3151			-73%

N.B.1

PARK FINANCIAL ANALYSIS (UNAUDITED) - FEBRUARY

DESCRIPTION	December-19		January-20		January-21		February-20		February-21		PREVIOUS YTD	CURRENT YTD	FY 20-21
	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	ACTUAL	BUDGET
Administration													
Revenue													
Reimbursements/donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sale of Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses													
Personnel	\$ 15,749.61	\$ 20,972.57	\$ 15,212.68	\$ 10,839.93	\$ 10,430.84	\$ 10,707.54					\$ 60,603.13	\$ 62,489.12	\$ 176,500.00
Supplies	\$ 98.56	\$ 256.60	\$ 83.21	\$ 114.61	\$ 80.06	\$ 148.45					\$ 360.89	\$ 619.71	\$ 2,150.00
Services	\$ 10,944.91	\$ 17,648.48	\$ 8,288.98	\$ 6,445.25	\$ 1,133.71	\$ 436.68					\$ 25,512.24	\$ 24,530.63	\$ 38,010.00
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ 100.00
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 26,793.08	\$ 38,877.65	\$ 23,584.87	\$ 17,399.79	\$ 11,644.61	\$ 11,292.67					\$ 86,476.26	\$ 87,639.46	\$ 216,760.00
Administration Revenue over Expenses	\$ (26,793.08)	\$ (38,877.65)	\$ (23,584.87)	\$ (17,399.79)	\$ (11,644.61)	\$ (11,292.67)					\$ (86,476.26)	\$ (87,639.46)	\$ (216,760.00)
Maintenance													
Revenue													
Reimburse/Donation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -
Rentals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -
Misc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenses													
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -
Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Revenue over Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks													
Revenue													
Charges for Services	\$ 15.00	\$ -	\$ -	\$ 940.00	\$ 30.00	\$ 30.00					\$ 275.00	\$ 1,020.00	\$ 1,500.00
Cemetery Burial Fees	\$ 2,190.00	\$ 2,330.00	\$ 550.00	\$ 3,300.00	\$ 3,860.00	\$ 210.00					\$ 10,080.00	\$ 11,720.00	\$ 17,500.00
Reimburse/Donation	\$ -	\$ -	\$ 100.00	\$ 789.31	\$ -	\$ 5,000.00					\$ 950.00	\$ 5,789.31	\$ 6,000.00
Pavillion Reservation	\$ -	\$ -	\$ 75.00	\$ -	\$ 70.00	\$ 40.00					\$ 160.00	\$ 175.00	\$ 3,000.00
Eugene Northern Rentals	\$ 1,400.00	\$ (80.00)	\$ 2,550.00	\$ 990.00	\$ 800.00	\$ 510.00					\$ 6,530.00	\$ 3,660.00	\$ 10,000.00
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	\$ -
Total Revenue	\$ 3,605.00	\$ 2,250.00	\$ 3,275.00	\$ 6,019.31	\$ 4,760.00	\$ 5,790.00					\$ 17,995.00	\$ 22,364.31	\$ 38,000.00
Expenses													
Personnel	\$ 50,331.83	\$ 42,632.63	\$ 48,227.54	\$ 25,521.14	\$ 27,247.17	\$ 20,898.71					\$ 196,559.14	\$ 155,112.38	\$ 534,590.00
Supplies	\$ 2,537.51	\$ 2,255.46	\$ 2,472.52	\$ 2,951.54	\$ 2,311.65	\$ 2,524.73					\$ 11,398.93	\$ 12,382.15	\$ 35,400.00
Services	\$ 1,241.81	\$ 713.54	\$ 10,765.18	\$ 18,211.53	\$ 954.92	\$ 754.23					\$ 29,632.20	\$ 40,171.68	\$ 64,530.00
Maintenance	\$ 5,586.90	\$ 3,374.43	\$ 8,344.87	\$ 8,476.61	\$ 6,652.40	\$ 6,387.96					\$ 36,540.06	\$ 31,000.53	\$ 106,200.00
Total Expenses	\$ 59,698.05	\$ 48,976.06	\$ 69,810.11	\$ 55,160.82	\$ 37,166.14	\$ 30,565.63					\$ 274,130.33	\$ 238,666.74	\$ 740,720.00
Parks Revenue over Expenses	\$ (56,093.05)	\$ (46,726.06)	\$ (66,535.11)	\$ (49,141.51)	\$ (32,406.14)	\$ (24,775.63)					\$ (256,135.33)	\$ (216,302.43)	\$ (702,720.00)

IV.C1

PARK FINANCIAL ANALYSIS (UNAUDITED) - FEBRUARY

DESCRIPTION	December-19	December-20	January-20	January-21	February-20	February-21	PREVIOUS YTD ACTUAL	CURRENT YTD ACTUAL	FY 20-21 BUDGET
	Rolla Dog Park								
Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimburse/Donations/Programs	-	-	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	-	-	-	-	-	-	-	-	-
Rolla Dog Park Revenue over Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Splashzone									
Revenue	\$ -	\$ -	\$ -	\$ 140.00	\$ -	\$ -	\$ -	\$ 140.00	\$ 150.00
Reimburse/Donations/Programs	-	-	-	-	-	-	-	-	-
Resale	-	-	-	-	-	-	-	-	50.00
Passes	-	-	-	-	-	-	-	101.82	45,000.00
Rentals	-	-	-	-	-	-	260.00	150.00	7,500.00
Misc	-	-	-	-	-	-	-	-	-
Concessions	-	-	-	\$ 94.50	\$ 450.00	\$ -	\$ 490.00	\$ 94.50	\$ 20,000.00
Total Revenue	\$ -	\$ -	\$ -	\$ 234.50	\$ 450.00	\$ -	\$ 750.00	\$ 486.32	\$ 72,700.00
Expenses									
Personnel	\$ 651.96	\$ 341.68	\$ 1,276.18	\$ -	\$ 346.18	\$ -	\$ 3,472.50	\$ 781.41	\$ 19,800.00
Supplies	\$ 654.87	\$ 727.64	\$ 663.35	\$ 1,016.78	\$ 632.38	\$ 709.43	\$ 2,948.03	\$ 4,388.76	\$ 39,800.00
Services	\$ 230.32	\$ 55.29	\$ 529.98	\$ 430.29	\$ 70.38	\$ 10.29	\$ 1,109.92	\$ 1,097.35	\$ 93,400.00
Maintenance	\$ -	\$ 118.93	\$ 1,294.47	\$ -	\$ -	\$ -	\$ 2,044.47	\$ 369.77	\$ 14,100.00
Total Expenses	\$ 1,537.15	\$ 1,243.54	\$ 3,763.98	\$ 1,447.07	\$ 1,048.94	\$ 719.72	\$ 9,574.92	\$ 6,637.29	\$ 167,100.00
Splashzone Revenue over Expenses	\$ (1,537.15)	\$ (1,243.54)	\$ (3,763.98)	\$ (1,212.57)	\$ (598.94)	\$ (719.72)	\$ (8,824.92)	\$ (6,150.97)	\$ (94,400.00)
Outdoor Recreation									
Revenue	\$ -	\$ -	\$ -	\$ 1.00	\$ 664.00	\$ 10.00	\$ 664.00	\$ 41.00	\$ 200.00
Reimburse/Donation	-	-	-	-	-	-	-	-	-
Recreation Program Fees	\$ 480.00	\$ 465.00	\$ 310.00	\$ 80.00	\$ -	\$ 435.00	\$ 2,181.45	\$ 3,003.00	\$ 22,000.00
Resale	-	-	-	-	-	-	-	-	-
Ballfield User Fees	\$ 8.00	\$ 965.00	\$ 4,042.00	\$ 2,184.00	\$ 365.00	\$ 350.00	\$ 6,859.00	\$ 3,564.00	\$ 28,000.00
Batting Cage Income	-	-	-	-	-	-	-	-	-
Misc Income	\$ 190.25	\$ -	\$ -	\$ 252.55	\$ 450.00	\$ -	\$ 2,374.51	\$ 1,690.55	\$ 13,000.00
Concessions	\$ 678.25	\$ 1,430.00	\$ 4,352.00	\$ 2,517.55	\$ 1,479.00	\$ 795.00	\$ 12,078.96	\$ 8,298.55	\$ 63,200.00
Expenses									
Personnel	\$ 2,851.60	\$ 9,927.87	\$ 5,608.15	\$ 3,939.88	\$ 2,886.66	\$ 3,884.81	\$ 15,115.16	\$ 28,042.64	\$ 125,980.00
Supplies	\$ 53.11	\$ 942.01	\$ 51.82	\$ 104.51	\$ 85.54	\$ 365.84	\$ 1,639.56	\$ 5,875.02	\$ 25,500.00
Services	\$ 13.11	\$ -	\$ 804.31	\$ -	\$ 252.12	\$ -	\$ 2,842.02	\$ 1,756.61	\$ 20,475.00
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65.00	\$ -	\$ 300.00
Total Expenses	\$ 2,917.82	\$ 10,869.88	\$ 6,464.28	\$ 4,044.39	\$ 3,224.32	\$ 4,250.65	\$ 19,661.74	\$ 35,674.27	\$ 172,255.00

IV.C.2

PARK FINANCIAL ANALYSIS (UNAUDITED) - FEBRUARY

DESCRIPTION	December-19	December-20	January-20	January-21	February-20	February-21	PREVIOUS YTD	CURRENT YTD	FY 20-21
	\$ (2,239.57)	\$ (9,439.88)	\$ (2,112.28)	\$ (1,526.84)	\$ (1,745.32)	\$ (3,455.65)	ACTUAL	ACTUAL	BUDGET
Outdoor Rec Revenue over Expenses	\$ 4,283.25	\$ 3,680.00	\$ 7,627.00	\$ 8,771.36	\$ 6,689.00	\$ 6,585.00	\$ (7,582.78)	\$ (27,375.72)	\$ (109,055.00)
Total Operating Revenues	\$ 90,946.10	\$ 99,967.13	\$ 103,623.24	\$ 78,052.07	\$ 53,084.01	\$ 46,828.67	\$ 30,823.96	\$ 31,149.18	\$ 173,900.00
Total Operating Expenses	\$ (86,662.85)	\$ (96,287.13)	\$ (95,996.24)	\$ (69,280.71)	\$ (46,395.01)	\$ (40,243.67)	\$ 389,843.25	\$ 368,617.76	\$ 1,296,835.00
OPERATING REVENUES OVER EXPENSES							\$ (359,019.29)	\$ (337,468.58)	\$ (1,122,935.00)
Operating Recapture %	4.71%	3.68%	0.07%	0.11%	0.13%	0.14%	0.08%	0.08%	0.13%
Operating Recapture %	4.85%	3.72%	0.07%	0.11%	0.13%	0.14%	0.08%	0.09%	0.13%
WI/INTEREST									
OTHER REVENUES									
Real Estate Taxes	\$ 52,588.37	\$ 73,458.11	\$ 211,719.47	\$ 214,822.12	\$ 2,296.71	\$ -	\$ 263,560.22	\$ 284,478.68	\$ 281,888.00
Sales Tax	\$ 95,101.89	\$ 100,878.32	\$ 111,894.78	\$ 101,470.13	\$ 82,362.25	\$ 100,852.13	\$ 463,013.21	\$ 488,939.05	\$ 1,154,000.00
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income	\$ 128.26	\$ 35.49	\$ 80.97	\$ 62.25	\$ 121.52	\$ 80.82	\$ 862.38	\$ 248.55	\$ 550.00
Miscellaneous	\$ -	\$ 20,594.57	\$ 20.00	\$ 731.95	\$ -	\$ -	\$ 20.00	\$ 21,326.52	\$ 8,000.00
Contribution to General Fund	\$ (17,325.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (17,325.00)	\$ -	\$ (80,700.00)
TOTAL OTHER REVENUES:	\$ 130,493.52	\$ 194,966.49	\$ 323,715.22	\$ 317,086.45	\$ 84,780.48	\$ 100,932.95	\$ 710,130.81	\$ 794,992.80	\$ 1,363,738.00
CAPITAL EXPENSES									
Leases Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ 292.65	\$ -	\$ -	\$ -	\$ 607.65	\$ -	\$ 46,700.00
Vehicles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building & Grounds	\$ -	\$ -	\$ 1,625.00	\$ -	\$ 4,999.88	\$ -	\$ 10,088.66	\$ 5,907.00	\$ 67,000.00
Major Parks Improvements	\$ -	\$ -	\$ -	\$ -	\$ 90,000.00	\$ -	\$ 90,000.00	\$ -	\$ 120,000.00
TOTAL CAPITAL EXPENSES:	\$ -	\$ -	\$ 1,917.65	\$ -	\$ 94,999.88	\$ -	\$ 100,696.31	\$ 5,907.00	\$ 233,700.00
Total Revenues (operating + other)	\$ 134,776.77	\$ 198,646.49	\$ 331,342.22	\$ 325,857.81	\$ 91,469.48	\$ 107,517.95	\$ 740,954.77	\$ 826,141.98	\$ 1,537,638.00
Total Expenses (operating + capital)	\$ 90,946.10	\$ 99,967.13	\$ 105,540.89	\$ 78,052.07	\$ 148,083.89	\$ 46,828.67	\$ 490,539.56	\$ 374,524.76	\$ 1,530,535.00
TOTAL REVENUES OVER EXPENSES	\$ 43,830.67	\$ 98,679.36	\$ 225,801.33	\$ 247,805.74	\$ (56,614.41)	\$ 60,689.28	\$ 250,415.21	\$ 451,617.22	\$ 7,103.00

IV.C.3

Rolla Police Department Monthly Report

YTD 2021

Calls for Service

"Calls for Service" refers to the general daily activity of the officers - and dispatchers, in some situations - of the Rolla Police Department, as recorded in the Computer Aided Dispatch (CAD) system. Each incident handled by one or more of those individuals, whether in response to a citizen's request for assistance, self-initiated by an officer, or scheduled, is recorded as a single "Call for Service". Call types are assigned based on the initial circumstances presented to the dispatcher and, therefore, should not be considered a reflection of the full nature of the call. "Calls for Service" should also not be mistaken for "Reports Taken".

<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>	<u>2020 YTD</u>	<u>% Increase</u>
Abandoned/Recovered Property	20	17											37	30	23.33%
Abandoned Vehicle	16	15											31	17	82.35%
Accident - Fatality	0	0											0	0	#DIV/0!
Accident - Injury	21	11											32	17	88.24%
Accident - Leave The Scene	13	16											29	21	38.10%
Accident - No Injury	48	37											85	73	16.44%
Accident - Private Property	12	20											32	43	-25.58%
Accident - Road Blocked	6	8											14	15	-6.67%
Adult Abuse	0	0											0	0	#DIV/0!
Alarm LE	74	73											147	90	63.33%
Animal Bite/Attack	2	2											4	2	100.00%
Animal Control	79	82											161	184	-12.50%
Arson	0	0											0	1	-100.00%
Assault	7	10											17	19	-10.53%
Assist Agency Non-LEA	85	63											148	97	52.58%
Assist Citizen	10	14											24	10	140.00%
Assist LEA	28	14											42	18	133.33%
Assist Motorist	32	49											81	38	113.16%
Benevolent Fund	0	0											0	25	-100.00%
Bomb Threat	0	0											0	1	-100.00%
Building Lockout	0	1											1	0	#DIV/0!
Burglary	20	17											37	34	8.82%
Business/Building Check	303	179											482	243	98.35%
Call for Police	77	60											137	115	19.13%
Check Well Being	96	98											194	138	40.58%
Child Abuse	1	2											3	1	200.00%
Child Exploitation/Pornography	0	0											0	0	#DIV/0!
Commitment Order (Muni)	0	0											0	0	#DIV/0!
Confidential Investigation	0	0											0	2	-100.00%
Conservation Violation	0	0											0	0	#DIV/0!
Court	3	10											13	23	-43.48%
Crossing Guard (Officer coverage)	7	11											18	7	157.14%
CWB 911 Hangup	237	249											486	454	7.05%
Death	0	0											0	2	-100.00%
Destruction of Property	16	8											24	20	20.00%
Disturbance-Fireworks	0	0											0	1	-100.00%
Disturbance-Liquor	2	1											3	4	-25.00%
Disturbance-Other	62	68											130	131	-0.76%
Domestic Violence	32	40											72	60	20.00%
Driving While Intoxicated	6	3											9	13	-30.77%
Drown/Water Rescue	0	0											0	0	#DIV/0!
Drug Paraphernalia	13	15											28	26	7.69%
Escort - Bank	0	1											1	0	#DIV/0!
Escort - Courtesy	12	8											20	16	25.00%
Escort - Funeral	10	9											19	14	35.71%
Exparte Violation	5	5											10	6	66.67%
Field Interview	34	28											62	83	-25.30%
Fight	4	1											5	10	-50.00%
Fingerprints	1	3											4	11	-63.64%
Follow-up	175	117											292	198	47.47%
Foot Patrol	0	1											1	0	#DIV/0!
Forgery-Counterfeiting	0	0											0	2	-100.00%
Fraud - Checks/Credit Card	11	15											26	47	-44.68%
Harassment	12	21											33	20	65.00%
Hotel/Motel Check	0	0											0	0	#DIV/0!
Identity Theft	1	0											1	0	#DIV/0!
Information Request	204	179											383	364	5.22%
Intoxicated Person	7	7											14	8	75.00%
Juvenile Complaint	5	3											8	14	-42.86%
Keep the Peace/Standby	2	5											7	17	-58.82%
Kidnapping	0	0											0	2	-100.00%

iv.d.1

<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>	<u>2020 YTD</u>	<u>% Increase</u>
Leave without Pay	0	2											2	9	-77.78%
Liquor Violation	0	0											0	1	-100.00%
Littering/Dumping	0	0											0	6	-100.00%
Loitering	8	4											12	13	-7.69%
Lost or Stolen Property	6	5											11	7	57.14%
Loud Noise Complaint	22	19											41	56	-26.79%
Malicious Mischief	1	2											3	1	200.00%
Mask Ordinance Violation	4	0											4	0	#DIV/0!
Mental Health	35	26											61	45	35.56%
Missing Person	5	5											10	9	11.11%
Narcotics Violation	22	21											43	47	-8.51%
No Business License	0	0											0	0	#DIV/0!
Open Door	13	4											17	8	112.50%
Overdose	23	8											31	6	416.67%
Paper Service	12	27											39	81	-51.85%
Prisoner Transport	1	1											2	12	-83.33%
Property Damage-Non Criminal	2	0											2	1	100.00%
Prowler	3	0											3	3	0.00%
Public Indecency	0	1											1	0	#DIV/0!
Public Relations	1	6											7	16	-56.25%
Pursuit	0	0											0	1	-100.00%
Rape - Sexual Assault	0	1											1	1	0.00%
Robbery	0	1											1	1	0.00%
Runaway	2	2											4	7	-42.86%
Search Warrant	1	0											1	0	#DIV/0!
Vacation/Security Check	6	3											9	67	-86.57%
Selective Enforcement	0	0											0	5	-100.00%
Sewer Alarm	0	0											0	0	#DIV/0!
Sex Offenses	4	2											6	8	-25.00%
Shots Fired	5	1											6	7	-14.29%
Soliciting	0	0											0	2	-100.00%
Stabbing	0	0											0	1	-100.00%
Stabbing or Shooting with Injury	0	1											1	0	#DIV/0!
Stalking	0	0											0	1	-100.00%
Stay Home Order	0	0											0	0	#DIV/0!
Stealing	82	64											146	157	-7.01%
Stolen Vehicle	12	8											20	13	53.85%
Suspicious Activity	77	69											146	160	-8.75%
Suspicious Package/Item	1	1											2	0	#DIV/0!
SWAT Callout	0	0											0	0	#DIV/0!
Tampering	8	6											14	10	40.00%
Telephone Harassment	9	8											17	12	41.67%
Tow Sticker Expired	6	8											14	13	7.69%
Traffic Complaint	113	98											211	194	8.76%
Traffic Stop	244	160											404	366	10.38%
Trespassing	17	16											33	44	-25.00%
Try to Contact	7	9											16	35	-54.29%
Vehicle Identification	86	44											130	75	73.33%
Vehicle Lockout	2	4											6	1	500.00%
Vehicle Repossession	7	6											13	15	-13.33%
Veterinary Call	4	1											5	10	-50.00%
Weapons Violation	1	2											3	3	0.00%
Totals	2,663	2,242	0	0	0	0	0	0	0	0	0	0	4,905	4,317	13.62%

Part I Crimes

Calls that result in written reports are processed through the department's Records Management System (RMS) and ultimately reported to the MSHP and FBI. Beginning in 2020, we transitioned from the FBI's Uniform Crime Report (UCR) method, which counted only the most serious crime from each incident, to the National Incident-Based Reporting System (NIBRS), which counts each of the offenses per incident separately. NIBRS is now considered the FBI's standard method of reporting. The FBI has historically classified eight of the most serious offenses as "Part I Crimes":

	<u>Criminal Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Felony Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Change from Previous Yr</u>
February	0	1	2	6	9	43	3	0	64	
YTD 2021	0	1	2	6	15	71	4	0	99	
2020	1	11	1	93	156	712	59	1	1034	11.42%
2019	0	16	6	87	164	604	46	5	928	14.71%
2018	0	30	7	84	102	547	34	5	809	-5.49%
2017	0	18	14	80	114	593	32	5	856	12.19%
2016	0	11	8	62	112	534	33	3	763	

iv.d.2

ANIMAL CONTROL MONTHLY TOTALS

February 2021

ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2021 YTD Total	2020 YTD Total
City of Rolla	5	3	0	7	15	36	45
Rolla Area (Rural Areas)	6	4	0	0	10	13	5
Newburg Area	0	0	0	0	0	0	0
Doolittle Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	0	0
Ft. Leonard Wood (Mil)	0	0	0	0	0	0	1
Other Law Enf. Agencies	0	0	0	0	0	0	0
Monthly Total	11	7	0	7	25		
2021 YTD Total	26	10	0	13		49	
2020 YTD Total	33	11	1	6			51
Total Phelps County	5	4	0	0	9	12	5

ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2021 YTD Total	2020 YTD Total
Animals Adopted ①	1	0	0	0	1	4	24
Animals Claimed	4	4	0	0	8	18	18
Euthanized(Ill/Injured)	0	0	0	0	0	0	1
Euthanized(Dangerous)	0	2	0	0	2	5	2
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	1	0	5	6	12	4
Transferred to Rescue ③	0	0	0	0	0	0	4
Wildlife Relocated	0	0	0	1	1	1	2
Other	0	0	0	0	0	0	3
Monthly Total	5	7	0	6	18		
2021 YTD Total	19	10	0	11		40	
2020 YTD Total	39	12	1	6			58

ADDITIONAL STATISTICS

	Monthly Total	2021 YTD Total	2020 YTD Total
Adoption Rate (① +③)+(①+②+③)	100.00%	100.00%	100.00%
PR Programs	2	2	3
Calls for Service	100	150	175
Written Warnings	0	0	0
Citations	0	2	3
Total Incinerator Hours	91	144	111

W.E. 1

**MINUTES
 ROLLA PLANNING AND ZONING COMMISSION MEETING
 ROLLA CITY HALL COUNCIL CHAMBERS
 TUESDAY, MARCH 9th, 2021**

Presiding: Don Brown, Chairperson

Commission Members Present: Russell Schmidt, Walte Bowe, Janece Martin, Kevin Crider, Steven Shields

Commission Members Absent: Robert Anderson, Jody Eberly, Monte Shields

City Officials in Attendance: Tom Coots, *City Planner*, Madelyn Brown, *Administrative Assistant*, Steve Flowers, *Community Development Director/Building Codes*, Darin Pryor, *Engineering*

I. APPROVE MINUTES: Review of the Minutes from the Planning and Zoning Commission meeting held on Tuesday, February 9th, 2021. Chairperson Don Brown approved the minutes as printed and distributed.

II. REPORT ON RECENT CITY COUNCIL ACTIONS:

1. CUP21-01, 4060 HyPoint North: A request for a conditional use permit to allow an "Arsenals and Munitions Storage" use in the M-2, Heavy Manufacturing District at 4060 HyPoint North. This request was approved by City Council on February 15th, 2021.

III. NEW BUSINESS:

1. SUB21-01; DCM Holdings: A request for a minor subdivision to reorganize two platted subdivisions into two commercial lots located at 608 West 8th Street and 623 West 7th Street.

Tom Coots explains that there are two buildings that exist in the area, the larger building is currently unoccupied but formerly a Ford dealership and the smaller building houses a fitness gym. The minor subdivision request would combine several platted lots, a portion of a lot, and a former alley, and create two commercial lots. This would allow for the existing buildings to be sold on separate lots. The lots are currently zoned as C-2, General Retail District. Small adjustments will be needed to the survey prior to recording, but all else appears to comply.

Russ Schmidt asks if the sign located on the plan facing the north sign is existing. Coots confirms that the sign is existing. Steven Shields asks what the concrete wall is intended for. The Surveyor confirms that it is just a 4x4 monument that is used as a marker.

Don Brown asked if there were any further questions from commissioners.

IV.f.1

Seeing none, **Brown** entertained a motion.

A motion was made by Janice Martin, seconded by Steven Shields to recommend approval of the request for a minor subdivision to reorganize portions of two platted subdivisions into two commercial lots located at 608 West 6th Street and 625 West 7th Street. A roll call vote on the motion showed the following: Ayes: Bowe, Martin, Schmidt, Steven Shields, Crider. Nays: None. Absent: Anderson, Eberly, Monte Shields. The motion passes unanimously.

IV. PUBLIC HEARING:

1. Major Thoroughfare Plan Resolution: Amendment to the Major Thoroughfare Plan for the University Drive realignment.

Prior to the introduction of the item, **Don Brown** asked for motion to appoint **Walte Bowe** as the Secretary of the Planning and Zoning Commission. The proposed resolution requiring the signature of both the Chairperson and the Secretary and the previously appointed secretary, **Robert Anderson**, having been absent from the meeting.

Coots explains that the Major Thoroughfare Plan component of the Comprehensive plan developed in 2000, updated in 2005. The Rolla West Plan was added as an element in 2006. There was discussion at the previous Planning and Zoning Commission about the direction that should be taken when revising the Major Thoroughfare Plan. Since then, it was decided that it would be best to focus on the University Drive alignment and save any other changes for another time.

In 2015, the TDD Move Rolla Transportation plan was introduced, which was responsible for the recent Highway 72 extension and pedestrian bridge. The University Drive realignment will shift south to the proposed alignment. The proposed amendment would also change the status of University Drive from a collector road to an arterial road to better match the function of the proposed road.

In order for the University Drive realignment project to commence, the Major Thoroughfare Plan must be amended. Bids for the project have already been opened and may soon be accepted, so the next step is getting approval to amend the plan.

Brown asks if the commissioners have any questions for **Coots** or **Darin Pryor**. Seeing none, **Brown** opens the Public Hearing. There were no questions or comments from the audience. **Brown** closes the Public Hearing and entertains a motion.

A motion was made by Russ Schmidt, seconded by Janece Martin, to adopt a resolution to approve the Major Thoroughfare Plan and recommend that the City Council also approve the amendment. A roll call vote on the motion showed the following: Ayes: Bowe, Martin, Schmidt, Steven Shields, Crider. Nays: None. Absent: Anderson, Eberly,

Monte Shields. The motion passes unanimously. The resolution was signed by Brown and Bowe.

- V. OLD BUSINESS: NONE
- VII. OTHER BUSINESS / REPORTS FROM COMMITTEE OR STAFF: NONE
- VII. CITIZEN COMMENTS: NONE

Meeting adjourned: 5:53 p.m.
Minutes prepared by: Madelyn Brown

NEXT MEETING: April 13th, 2020

IV. 7.3

DEVELOPMENT REVIEW COMMITTEE MINUTES
TUESDAY, March 16th, 2021 @ 1:30 P.M.
MEMBERS AND OTHERS IN ATTENDANCE

Tom Coots, Com Dev.
Darin Pryor, Public Works
Dale Brown, RMU
Ron Smith, Fire Dept.

Steve Flowers, Com Dev.
Dave Forshee, Public Works
Brady Wilson, Env. Services
Floyd Jernigan, Parks & Rec.

NEW BUSINESS:

1. ZON21-01, Batting Cages & Training Facility : A request to rezone a property located at 512 East 18th Street from M-2 (Heavy Manufacturing) to C-3 (Highway Commercial District).

Tom Coots explained that the applicant is leasing the property and is seeking to operate a batting cage and baseball training facility from the site. The arrangement would not be for the general public, but they would lease the entire building to one or more teams. They may have alternating days, weeks, or months, etc., but would have their own dedicated times for use. It is very similar to a sub-lease, but since it includes the equipment, it is considered to be a business.

The use is not allowed in the M-2 district. The use is allowed in the C-2 and C-3 districts. The applicant is seeking C-3 zoning, but it could be reduced to C-2 if the PZ Commission/City Council feel C-3 is too much.

The property most recently had a non-permitted hair salon and car detailing business, but that has closed. It was going to need to be rezoned to allow those businesses as well.

The property is in the area of the Schuman/Ber Juan Neighborhood Plan. The plan is not yet adopted, but does recommend that this property be rezoned to a commercial district to remove unwanted industrial uses from the area.

Darin Pryor asked about the paving requirements.

Steve Flowers pointed out that the code may require that the change of use triggers a paving requirement.

Coots explained that there is some pavement on the site, but there does appear to be gravel as well. **Coots** will follow up with the applicant to see if they plan to pave anything. It may be difficult to get them to agree to paving everything since the applicant is just leasing the property. In addition, the use is not for the general public.

Pryor says perhaps at least paving the driveway approach may be warranted at this time, as currently some gravel is dragged into the street. However, there is some confusion about who owns the driveway approach. It may be on city ROW or on railroad property.

Coots followed up with the applicant. The applicant found that in fact most of the property is paved, but a lot of gravel has been placed to fill potholes and then covered other paved areas.

IV.9.1

The applicant intends to clean up the gravel and possibly have the potholes repaired. The applicant may be willing to repave the parking area in the future if they continue leasing the property or purchase the property. The arrangement may be adequate at this time – depending on what the parking lot and driveway looks like when the excess gravel is removed and if a use is later proposed that would invite the general public to the property.

Meeting Adjourned: 2:00

Minutes by: Tom Coots

NEXT MEETING:

TUESDAY, APRIL 6TH, 2021.

1V.g.2

The Centre Rolla's Health & Recreation Complex
Income Statement
For the 5 Months Ending
February 28, 2021

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>
Members:						
New	118	120	-2%	472	470	0%
Net New & Reactivated Bridge/Freezes	(16)			(19)		
Cancelled	402	70	-474%	564	370	-52%
Net	<u>(300)</u>	<u>50</u>	<u>-700%</u>	<u>(111)</u>	<u>100</u>	<u>-211%</u>
Total Members	<u>1,507</u>	<u>2,450</u>	<u>-38%</u>	<u>1,507</u>	<u>2,450</u>	<u>-38%</u>
Revenues						
Rental & Other:						
Miscellaneous Income	\$0	\$0	\$0	\$2,706	\$0	\$2,706
	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,706</u>	<u>0</u>	<u>2,706</u>
Member Services:						
Membership Dues	22,207	39,323	(17,116)	108,186	157,248	(49,062)
Guest Fees	6,542	1,200	5,342	15,468	2,200	13,268
Locker Rent	100	0	100	100	0	100
	<u>28,849</u>	<u>40,523</u>	<u>(11,674)</u>	<u>123,754</u>	<u>159,448</u>	<u>(35,694)</u>
Fitness:						
Enrollment Fees/Health Assessments	806	0	806	806	0	806
Special Programs	60	0	60	1,297	0	1,297
	<u>866</u>	<u>0</u>	<u>866</u>	<u>2,103</u>	<u>0</u>	<u>2,103</u>
Ancillary:						
Swim Programs/Outdoor Pool	5,698	5,250	448	19,570	16,550	3,020
General Medical Integration	0	1,180	(1,180)	0	2,243	(2,243)
Recreation	1,603	7,388	(5,785)	3,017	27,017	(24,000)
Café	47	650	(603)	164	3,250	(3,086)
Pro Shop	42	393	(351)	167	1,573	(1,406)
Personal Training/Pilates	1,365	3,600	(2,235)	1,650	11,700	(10,050)
Children's Area	123	0	123	192	0	192
Cash to Accrual Adjustment	0	0	0	(8,636)	0	(8,636)
	<u>8,878</u>	<u>18,461</u>	<u>(9,583)</u>	<u>16,123</u>	<u>62,333</u>	<u>(46,210)</u>
Total Revenue	<u>38,593</u>	<u>58,984</u>	<u>(20,391)</u>	<u>144,686</u>	<u>221,781</u>	<u>(77,095)</u>
Expenses						
Salaries & Burden	53,877	81,010	27,133	318,654	339,543	20,889
Other Employee Expenses	1,615	1,615	0	15,346	8,075	(7,271)
General Supplies & Services	192	1,265	1,073	2,128	6,325	4,197
Program Supplies	342	369	27	717	1,350	633
Environmental Supplies	473	3,031	2,558	6,416	15,155	8,739
Cost of Goods Sold	17	698	682	77	3,216	3,140
Minor Equipment	235	1,327	1,092	1,941	6,635	4,694
Repairs & Maintenance/Service Contracts	4,317	9,835	5,518	15,979	49,175	33,196
Marketing & Collateral	1,844	2,996	1,152	6,679	14,980	8,301
Utilities	17,323	19,041	1,718	69,374	95,205	25,831
Bank Fees & Miscellaneous	1,809	1,804	(5)	2,698	9,020	6,322
CAM, Taxes & Fees	1,683	3,850	2,168	7,261	19,250	11,990
Total Expenses	<u>83,727</u>	<u>126,841</u>	<u>43,114</u>	<u>447,269</u>	<u>567,929</u>	<u>120,660</u>
Net Operating Income	<u>(45,135)</u>	<u>(67,857)</u>	<u>22,722</u>	<u>(302,583)</u>	<u>(346,148)</u>	<u>43,565</u>
Management Fees	0	10,000	10,000	30,896	40,000	9,104
Net Income (Loss)	<u>(45,135)</u>	<u>(57,857)</u>	<u>32,722</u>	<u>(333,479)</u>	<u>(386,148)</u>	<u>\$52,669</u>
Ancillary Services Net Income (Loss)						
Swim Programs/Outdoor Pool (Net)	(\$1,764)	(\$2,342)	\$578	(\$26,665)	(\$15,104)	(\$11,561)
Recreation (Net)	(\$1,790)	\$2,217	(\$4,007)	(\$3,748)	\$8,105	(\$11,853)
Café (Net)	\$47	\$227	(\$180)	\$164	\$1,135	(\$971)
Pro Shop (Net)	\$26	\$118	(\$93)	\$91	\$472	(\$382)
Personal Training/Pilates (Net)	\$1,354	\$1,260	\$94	(\$6,405)	\$4,095	(\$10,500)
Children's Area (Net)	(\$282)	(\$2,719)	\$2,437	(\$213)	(\$8,791)	\$8,578
Total Ancillary Services Net Income (Loss)	<u>(\$2,410)</u>	<u>(\$1,239)</u>	<u>(\$1,171)</u>	<u>(\$36,777)</u>	<u>(\$10,088)</u>	<u>(\$26,689)</u>

IV. h. 1



STATISTICS

December 2020

PRODUCTION

Date of Demand	12/25/2020
Time of Demand	07:15 AM
Scada Demand	55,980.00
kWh Purchased	29,101,230
Total Cost	\$1,915,296.01 *
Cost per kWh	0.065815 *
Load Factor	71.1%

Pumped #2 Well	0
Pumped #3 Well	0
Pumped #4 Well	2,170,000
Pumped #5 Well	1,683,000
Pumped #6 Well	0
Pumped #7 Well	0
Pumped #8 Well	1,768,000
Pumped #9 Well	5,556,000
Pumped #10 Well	4,376,000
Pumped #11 Well	4,370,000
Pumped #12 Well	2,572,000
Pumped #13 Well	4,405,000
Pumped #14 Well	5,040,000
Pumped #15 Well	2,328,000
Pumped #16 Well	5,999,000
Pumped #17 Well	4,791,000
Pumped # 1 Ind Park Well	2,751,000
Pumped # 2 Ind Park Well	2,688,000
Total Gallons	50,497,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	7,994	6,422
Residential - Three Phase	23	20
Commercial - Single Phase	946	516
Commercial - Three Phase	490	303
Power Service	104	94
Industrial	6	2
Area Lighting	16	7
Street Lighting	28	1
Missouri S&T		5
PWSD #2		513
Total	9,607	7,883

ELECTRIC SALES

Residential - Single Phase kWh	7,704,634
Residential - Three Phase kWh	96,928
Commercial - Single Phase kWh	1,085,359
Commercial - Three Phase kWh	2,630,541
Power Service kWh	5,374,920
Industrial kWh	4,406,040
Area Lighting kWh	7,949
Street Lighting kWh	33,233
Rental Lights kWh	78,141
Total kWh Sold	21,417,745
Demand kW	25,346
Revenue	\$1,959,283.01
Monthly Loss	26.40%
Fiscal Year to Date Loss	10.60%

WATER SALES

Residential - Single Phase Gallons	21,936,000
Residential - Three Phase Gallons	222,000
Commercial - Single Phase Gallons	4,125,000
Commercial - Three Phase Gallons	4,638,000
Power Service Gallons	6,814,000
Industrial Gallons	1,145,000
Missouri S&T Gallons	1,774,000
PWSD #2 Gallons	1,494,000
Total Gallons Sold	42,148,000
Revenue	\$234,649.69
Pumping Cost, Electric	\$29,885.26
Monthly Unidentified Loss	11.89% **
Fiscal Year to Date Unidentified Loss	9.07% ***

Sewer Service Charge	\$288,320.45
Refuse Service Charge	\$192,393.04

Gross Payroll	\$246,179.99
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* Energy losses are not included in this statistic and are estimated at an additional 12%.

** Loss includes 2,346,000 gallons per water main flushing records.

*** FY loss includes 42,821,500 gallons per water main flushing records.

IV. i. l



FINANCIAL STATEMENT
December 2020

RECEIPTS:

Electric, Water, Tax, Sewer and Refuse Charge	\$3,049,251.94
Accounts Receivable - Miscellaneous	\$66,652.71
Customer's Deposits - Refundable	\$29,632.80
Misc Non-Operating Revenue	<u>\$14,002,908.03</u>
Total Receipts	\$17,148,445.48

FSCB Super-Now Account Interest (November 30, 2020)	\$2,067.46
FSCB Money Market Account Interest (November 30, 2020)	\$10,569.91
FSCB Electronic Payment Account Interest (November 30, 2020)	\$661.96
PCB Super-Now Account Interest (November 30, 2020)	\$0.25
Public Utility Cash In Bank (November 30, 2020)	<u>\$20,729,769.14</u>
Total Receipts and Cash In Bank	<u><u>\$37,891,514.20</u></u>

DISBURSEMENTS:

Power Purchased	\$1,929,718.98
Operating Expenses	\$91,610.91
Administrative and General Expenses	\$86,986.21
Payroll	\$181,920.75
Capital Expenditures	\$60,941.37
Stock Purchases (Inventory)	\$0.00
Balance of Customer's Deposits after Finals	\$15,849.22
Medical, Dental, Vision and Life Insurance Paid by Employees	\$14,394.09
Support Payment	\$0.00
U.S. Withholding Tax	\$23,872.68
Missouri Dept. of Revenue (Sales Tax)	\$40,319.56
Missouri Dept. of Revenue (Income Tax)	\$9,529.00
First State Community Bank (Social Security)	\$35,955.08
Sewer Service Charge	\$354,764.85
Refuse Service Charge	\$194,711.30
PILOT to City of Rolla	\$116,299.08
Purchase U.S. Treasury Bill / Certificates of Deposit	\$0.00
Standpipes Lease/Purchase	\$1,690.79
Construction in Progress	\$0.00
Utility Incentives	\$0.00
Unclaimed Deposits to State	\$0.00
Primacy Fees	\$0.00
Void Checks:	<u>\$0.00</u>
Total Disbursements	<u>\$3,158,563.87</u>

Cash in Bank (December 31, 2020)	<u>\$34,732,950.33</u>
Total Disbursements and Cash In Bank	<u><u>\$37,891,514.20</u></u>

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:

Citizens Bank of Newburg, Check #1260 for \$327.72	\$2,377.54
First State Community Bank-Electronic Payment Account, Check #1046 & #1047 for \$15,468,187.31	\$341,255.34
First State Community Bank-Money Market	\$310,487.22
First State Community Bank-General Fund, Checks #33670 thru #33758 for \$3,158,819.69	\$3,175,064.82
PCB-Super Now, Check #26339 for \$27,943.51	\$7,858.46
Town & Country Bank, Check #1260 for \$310.51	<u>\$2,114.95</u>
Total Public Utility Accounts	\$3,839,158.33

ELECTRIC RESERVES:

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

RESTRICTED ELECTRIC RESERVES:

Certificates of Deposit	\$0.00
Money Market Account	\$14,000,000.00
U.S. Treasury Bills	<u>\$0.00</u>
Total Electric Reserves	\$14,000,000.00

WATER RESERVES:

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

TOTAL RESERVES:	<u><u>\$30,893,792.00</u></u>
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TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:	<u><u>\$34,732,950.33</u></u>
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IV.i.2

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

ELECTRIC

- E1. Kingshighway - Highway 63 to Fairgrounds Road
 - Reconfiguration of electric distribution system to remove overhead electric in right-of-way in conjunction with Move Rolla Transportation Development District improvements. Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area.
Started: November 12, 2019
Ongoing

- E2. Alfermann Substation
 - Modifications to accommodate sale of 138 kV assets to Ameren.
Started: July 23, 2020
Significant milestones:
 - November 27, 2020: Ameren's new 138 tie breaker at Alfermann placed into service.
 - December 3, 2020: RMU transformers placed into parallel operation and 34 kV tie breaker closed.Ongoing

- E3. City of Rolla Southeast Wastewater Treatment Plant
 - Installation of pole, underground conductor, transformer, and metering in conjunction with plant upgrades.
Started: October 6, 2020
Ongoing

- E4. 9th Street: Alley west of Rolla Street to alley east of Rolla Street
 - New overhead electric distribution system to provide connectivity between two circuits.
Started: November 4, 2020
Ongoing

- E5. 425 Pine Tree Road
 - New underground electric distribution to provide loop feed to a current radial feed and provide service to new commercial development.
Started: November 24, 2020
Ongoing

- E6. University Drive Relocation
 - Reconfiguration of electric distribution system to accommodate relocation of University Drive in conjunction with Move Rolla Transportation Development District improvements.
Started: November 24, 2020
Ongoing

FIBER

- F1. RMU Communications Building
 - Installation of fiber between Business Office and Communications Building to allow for installation of equipment in Communications Building.
Started: May 7, 2020
Ongoing

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

WATER

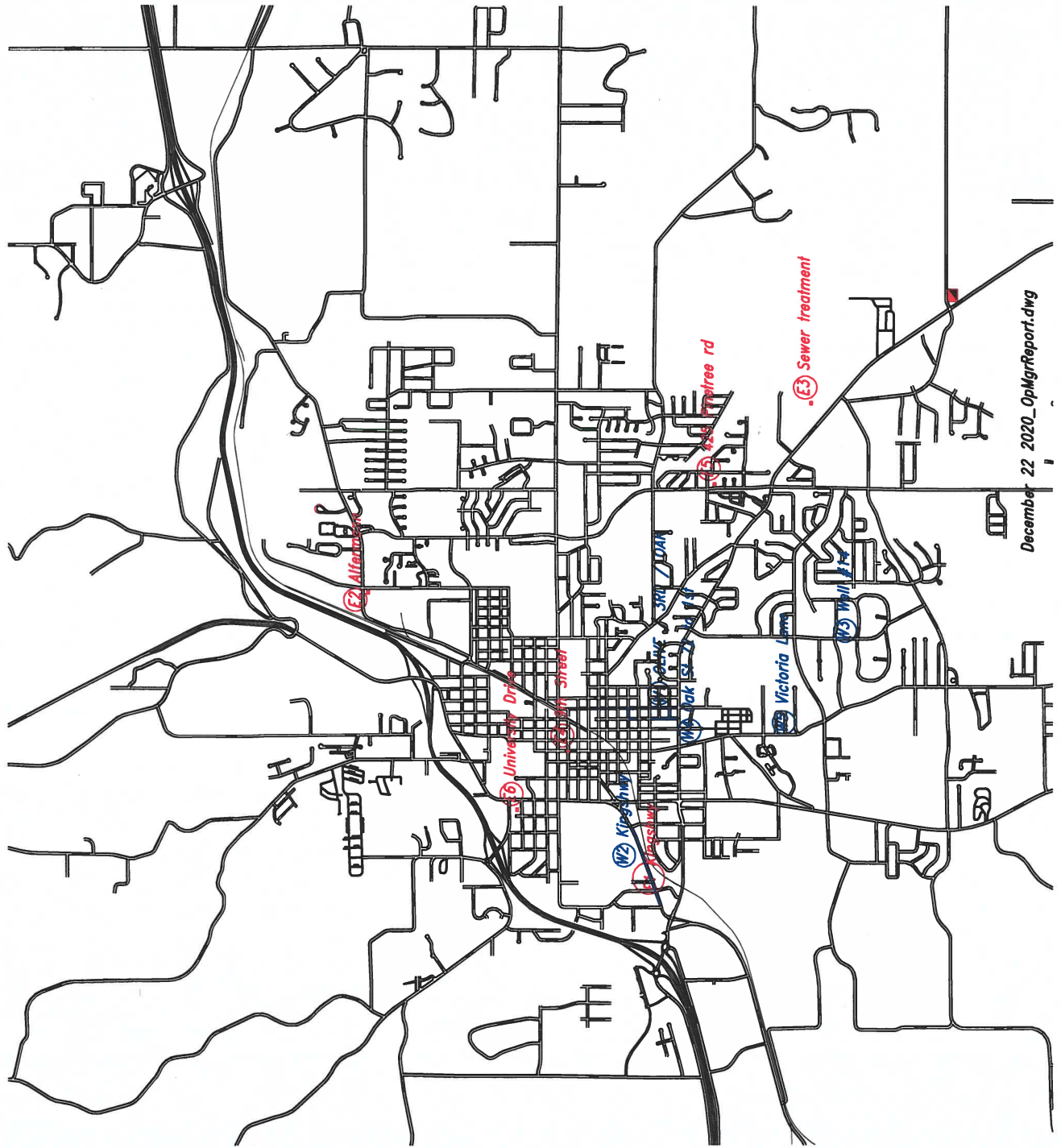
- W1. - Olive Street - Hwy 72 to 9th Street
- 3rd Street - Olive to Oak Streets
- Oak Street - 2nd to 3rd Streets
- Replacement of existing 4" and 6" mains with new 8" PVC mains.
Started: June 19, 2019
September 2019: The project is completed from 9th Street to 5th Street. The remaining will be completed in 2020.
Started: June 30, 2020
December 11, 2020
- W2. Kingshighway
- Replacement of water main in conjunction with Move Rolla Transportation Development District improvements. TDD contractor performing most of the work with RMU crews completing system connections.
Started: August 11, 2020
Completed: December 8, 2020
- W3. Well 14
- Replacement of pump, motor, check valves and some piping.
Started: November 30, 2020
Completed: December 1, 2020
- W4. - Oak Street: Hwy 72 to 1st Street
- Phelps Avenue: Oak Street to Olive Street
- Replacement of existing 4" and 6" mains with new 8" PVC mains.
Started: December 21, 2022
Ongoing
- W5. Victoria Drive
- Replacement of water service lines
Started: December 21, 2022
Ongoing

TRAINING / PERSONNEL

1. Missouri Water and Wastewater Conference: Online training
Jefferson City, MO
- Dig Rite, Trenching, and Confined Space
Attended by: Darren Hoffman and Kent Sbabo
November 23, 2020
2. Missouri Water and Wastewater Conference: Online training
Jefferson City, MO
- First Aid Awareness
Attended by: Kent Sbabo and Darren Hoffman
December 3, 2020
3. Service Department
- Connor Dillon: Promoted to Meter Reader / Serviceman
Effective: November 26, 2020

MPUA / MoPEP UPDATE

1. MoPEP meeting
Columbia, MO (conference call)
- Attended by: Chad Davis
November 20, 2020
2. MJMEUC Executive Committee
Columbia, MO (conference call)
- Attended by: Chad Davis
December 9, 2020
3. MPAU quarterly Board meetings
Columbia, MO (conference call)
- Attended by: Chad Davis
December 10, 2020



December 22 2020_OpMgrReport.dwg

IV.i.5



FINANCIAL STATEMENT
January 2021

RECEIPTS:		
Electric, Water, Tax, Sewer and Refuse Charge	\$2,931,546.19	
Accounts Receivable - Miscellaneous	\$19,270.26	
Customer's Deposits - Refundable	\$24,882.20	
Misc Non-Operating Revenue	<u>\$3,837.14</u>	
Total Receipts	\$2,979,535.79	
FSCB Super-Now Account Interest (December 31, 2020)	\$1,986.27	
FSCB Money Market Account Interest (December 31, 2020)	\$11,502.72	
FSCB Electronic Payment Account Interest (December 31, 2020)	\$8,908.35	
PCB Super-Now Account Interest (December 31, 2020)	\$0.21	
Public Utility Cash In Bank (December 31, 2020)	<u>\$34,732,950.33</u>	
Total Receipts and Cash In Bank		<u><u>\$37,734,883.67</u></u>
DISBURSEMENTS:		
Power Purchased	\$1,950,757.94	
Operating Expenses	\$131,153.33	
Administrative and General Expenses	\$100,898.77	
Payroll	\$187,596.34	
Capital Expenditures	\$41,015.11	
Stock Purchases (Inventory)	\$79,976.70	
Balance of Customer's Deposits after Finals	\$20,089.99	
Medical, Dental, Vision and Life Insurance Paid by Employees	\$12,826.02	
Support Payment	\$0.00	
U.S. Withholding Tax	\$25,265.08	
Missouri Dept. of Revenue (Sales Tax)	\$36,699.92	
Missouri Dept. of Revenue (Income Tax)	\$10,009.00	
First State Community Bank (Social Security)	\$38,101.34	
Sewer Service Charge	\$288,320.45	
Refuse Service Charge	\$192,393.04	
PILOT to City of Rolla	\$117,196.23	
Purchase U.S. Treasury Bill / Certificates of Deposit	\$0.00	
Standpipes Lease/Purchase	\$1,690.79	
Construction in Progress	\$0.00	
Utility Incentives	\$0.00	
Unclaimed Deposits to State	\$0.00	
Primacy Fees	\$0.00	
Void Checks:	<u>\$0.00</u>	
Total Disbursements	<u>\$3,233,990.05</u>	
Cash in Bank (January 31, 2021)	<u>\$34,500,893.62</u>	
Total Disbursements and Cash In Bank		<u><u>\$37,734,883.67</u></u>
BALANCE OF OTHER FUNDS:		
PUBLIC UTILITY ACCOUNTS:		
Citizens Bank of Newburg, Check #1261 for \$439.75		\$2,489.58
First State Community Bank-Electronic Payment Account, Check #1048 for \$1,399,623.94		\$416,117.58
First State Community Bank-Money Market		-\$2,565.68
First State Community Bank-ICS Sweep Account		\$74,555.62
First State Community Bank-General Fund, Checks #33759 thru #33878 for \$3,234,023.52		\$2,861,792.74
PCB-Super Now, Check #26340 for \$9,932.88		\$2,711.78
Town & Country Bank, Check #1261 for \$114.95		<u>\$2,000.00</u>
Total Public Utility Accounts		\$3,357,101.62
ELECTRIC RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$13,795,583.00	FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Electric Reserves	\$13,795,583.00	
RESTRICTED ELECTRIC RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$14,250,000.00	FY21 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Electric Reserves	\$14,250,000.00	
WATER RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$3,098,209.00	FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Water Reserves	\$3,098,209.00	
TOTAL RESERVES:		<u>\$31,143,792.00</u>
TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:		<u><u>\$34,500,893.62</u></u>

W.i.k



STATISTICS

January 2021

PRODUCTION

Date of Demand	01/28/2021
Time of Demand	08:35 AM
Scada Demand	53,780.00
kWh Purchased	31,729,772
Total Cost	\$1,908,349.39 *
Cost per kWh	0.060144 *
Load Factor	81.1%

Pumped #2 Well	0
Pumped #3 Well	0
Pumped #4 Well	2,496,000
Pumped #5 Well	3,209,000
Pumped #6 Well	0
Pumped #7 Well	1,000
Pumped #8 Well	850,000
Pumped #9 Well	3,342,000
Pumped #10 Well	7,307,000
Pumped #11 Well	5,368,000
Pumped #12 Well	675,000
Pumped #13 Well	6,192,000
Pumped #14 Well	7,670,000
Pumped #15 Well	1,713,000
Pumped #16 Well	4,220,000
Pumped #17 Well	4,714,000
Pumped # 1 Ind Park Well	3,248,000
Pumped # 2 Ind Park Well	2,973,000
Total Gallons	53,978,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	7,995	6,425
Residential - Three Phase	23	20
Commercial - Single Phase	946	516
Commercial - Three Phase	490	302
Power Service	104	93
Industrial	6	2
Area Lighting	16	7
Street Lighting	28	1
Missouri S&T		5
PWSD #2		524
Total	9,608	7,895

ELECTRIC SALES

Residential - Single Phase kWh	13,206,393
Residential - Three Phase kWh	133,995
Commercial - Single Phase kWh	1,661,963
Commercial - Three Phase kWh	3,790,177
Power Service kWh	6,996,150
Industrial kWh	5,768,920
Area Lighting kWh	9,300
Street Lighting kWh	43,179
Rental Lights kWh	78,141
Total kWh Sold	31,688,218
Demand kW	25,314
Revenue	\$2,710,535.05
Monthly Loss	0.13%
Fiscal Year to Date Loss	7.50%

WATER SALES

Residential - Single Phase Gallons	26,866,000
Residential - Three Phase Gallons	249,000
Commercial - Single Phase Gallons	6,177,000
Commercial - Three Phase Gallons	3,891,000
Power Service Gallons	8,088,000
Industrial Gallons	1,226,000
Missouri S&T Gallons	1,525,000
PWSD #2 Gallons	1,859,000
Total Gallons Sold	49,881,000
Revenue	\$266,317.35
Pumping Cost, Electric	\$29,885.26
Monthly Unidentified Loss	2.80% **
Fiscal Year to Date Unidentified Loss	7.64% ***

Sewer Service Charge	\$331,382.87
Refuse Service Charge	\$194,500.49

Gross Payroll	\$253,931.03
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* Energy losses are not included in this statistic and are estimated at an additional 12%.

** Loss includes 2,585,000 gallons per water main flushing records.

*** FY loss includes 51,406,500 gallons per water main flushing records.

W.i.7

**Operation Manager's Report
RMU Board of Public Works Meeting
January 26, 2021**

ELECTRIC

- | | |
|--|--|
| E1. Kingshighway - Highway 63 to Fairgrounds Road | - Reconfiguration of electric distribution system to remove overhead electric in right-of-way in conjunction with Move Rolla Transportation Development District improvements.
Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area.
Started: November 12, 2019
Ongoing |
| E2. Alfermann Substation | - Modifications to accommodate sale of 138 kV assets to Ameren.
Started: July 23, 2020
Significant milestones: <ul style="list-style-type: none">- November 27, 2020: Ameren's new 138 tie breaker at Alfermann placed into service.- December 3, 2020: RMU transformers placed into parallel operation and 34 kV tie breaker closed. Ongoing |
| E3. City of Rolla Southeast Wastewater Treatment Plant | - Installation of pole, underground conductor, transformer, and metering in conjunction with plant upgrades.
Started: October 6, 2020
Completed: December 28, 2020 |
| E4. 9 th Street: Alley west of Rolla Street to alley east of Rolla Street | - New overhead electric distribution system to provide connectivity between two circuits.
Started: November 4, 2020
Ongoing |
| E5. 425 Pine Tree Road | - New underground electric distribution to provide loop feed to a current radial feed and provide service to new commercial development.
Started: November 24, 2020
Completed: January 6, 2021 |
| E6. University Drive Relocation | - Reconfiguration of electric distribution system to accommodate relocation of University Drive in conjunction with Move Rolla Transportation Development District improvements.
Started: November 24, 2020
Ongoing |
| E7. 1002 North Bishop (Jimmy John's) | - New underground electric distribution system to provide service to new commercial development.
Started: December 21, 2020
Completed: January 5, 2021 |
| E8. Missouri Public Utility Alliance Mutual Aid Program | - Mutual aid request through MPUA in response to ice storm.
Destination: Hannibal, MO
RMU staff attending: Eric Lonning, Jeremy Arthur, Tom Carroll, Jeremy Brown, Jared McBride, and Dalton Smith
Started: January 2, 2021
Completed: January 5, 2021 |

**Operation Manager's Report
RMU Board of Public Works Meeting
January 26, 2021**

FIBER

- F1. RMU Communications Building - Installation of fiber between Business Office and Communications Building to allow for installation of equipment in Communications Building.
Started: May 7, 2020
Ongoing

- F2. Fiber lease to Socket Telecomm - Configuration of RMU fiber system to provide point to point fiber path for Socket Telecom.
Started: January 20, 2021
Ongoing

WATER

- W1. - Oak Street: Hwy 72 to 1st Street
- Phelps Avenue: Oak Street to Olive Street - Replacement of existing 4" and 6" mains with new 8" PVC mains.
Started: December 21, 2020
Ongoing

- W2. Honeysuckle Lane - Replacement of water service lines.
Started: January 14, 2021
Completed: January 20, 2021

- W3. Scottsvale Drive - Replacement of water service lines.
Started: January 25, 2021
Ongoing

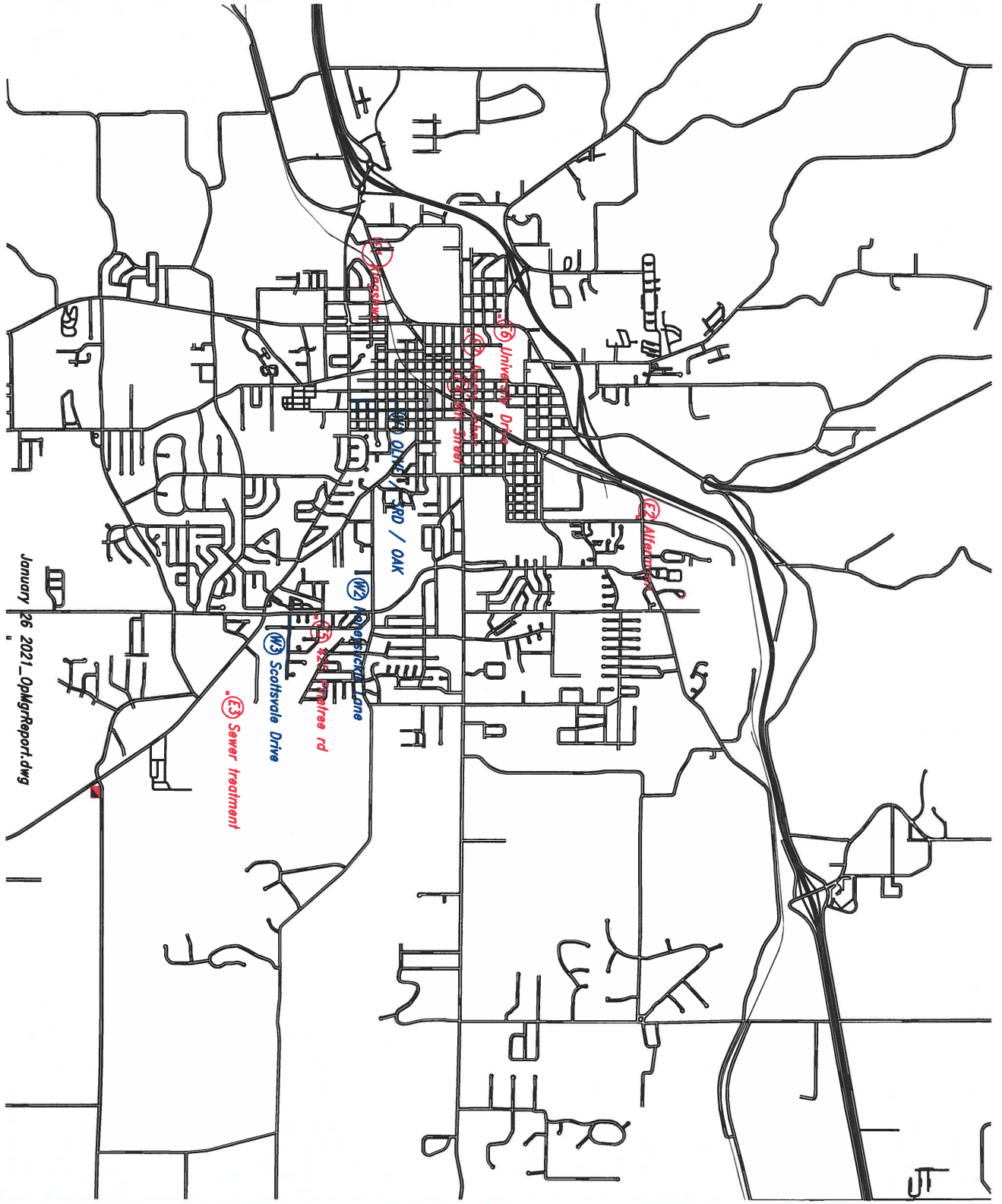
PRESENTATIONS

- 1. Rolla High School: Experts in the Classroom - Careers in Utilities Such as Rolla Municipal Utilities
- Presented by: Chad Davis, Eric Lonning, and Jared McBride
January 19, 2021

TRAINING / PERSONNEL

- 1. Service Department - Jeremy Brown promoted to Journeyman Lineman
Effective: December 26, 2020

IV.i.9



January 26 2021_OpmgReport.dwg

IV.i.10



FINANCIAL STATEMENT
February 2021

RECEIPTS:

Electric, Water, Tax, Sewer and Refuse Charge	\$3,397,205.71
Accounts Receivable - Miscellaneous	\$55,044.55
Customer's Deposits - Refundable	\$26,790.00
Misc Non-Operating Revenue	<u>\$3,667.47</u>
Total Receipts	\$3,482,707.73

FSCB Super-Now Account Interest (January 31, 2021)	\$1,894.67
FSCB Money Market Account Interest (January 31, 2021)	\$2,565.68
FSCB Electronic Payment Account Interest (January 31, 2021)	\$541.85
FSCB ISC Sweep Account Interest (January 31, 2021)	\$17,965.33
PCB Super-Now Account Interest (January 31, 2021)	\$0.09
Public Utility Cash In Bank (January 31, 2021)	<u>\$34,500,893.62</u>
Total Receipts and Cash In Bank	<u><u>\$38,006,568.97</u></u>

DISBURSEMENTS:

Power Purchased	\$1,922,042.70
Operating Expenses	\$155,065.35
Administrative and General Expenses	\$89,419.92
Payroll	\$205,401.81
Capital Expenditures	\$118,578.38
Stock Purchases (Inventory)	\$900.00
Balance of Customer's Deposits after Finals	\$11,969.10
Medical, Dental, Vision and Life Insurance Paid by Employees	\$12,293.91
Support Payment	\$0.00
U.S. Withholding Tax	\$29,932.62
Missouri Dept. of Revenue (Sales Tax)	\$47,342.63
Missouri Dept. of Revenue (Income Tax)	\$11,452.00
First State Community Bank (Social Security)	\$42,060.98
Sewer Service Charge	\$333,222.03
Refuse Service Charge	\$195,230.68
PILOT to City of Rolla	\$109,462.08
Purchase U.S. Treasury Bill / Certificates of Deposit	\$0.00
Standpipes Lease/Purchase	\$1,537.39
Construction in Progress	\$0.00
Utility Incentives	\$0.00
Unclaimed Deposits to State	\$0.00
Primacy Fees	\$0.00
Void Checks:	<u>\$0.00</u>
Total Disbursements	\$3,285,911.56

Cash In Bank (February 28, 2021)	<u>\$34,720,657.41</u>	<u><u>\$38,006,568.97</u></u>
Total Disbursements and Cash In Bank		

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:

Citizens Bank of Newburg, Check #1262 for \$684.80	\$2,123.85
First State Community Bank-Electronic Payment Account, Check #1049 for \$1,986,891.04	\$214,139.11
First State Community Bank-Money Market	\$0.00
First State Community Bank-ICS Sweep Account	\$92,520.95
First State Community Bank-General Fund, Checks #33879 thru #33984 for \$3,286,183.19	\$3,263,146.98
PCB-Super Now, Check #26340 for \$33,435.74	\$2,681.54
Town & Country Bank	<u>\$2,252.98</u>
Total Public Utility Accounts	\$3,576,865.41

ELECTRIC RESERVES:

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

RESTRICTED ELECTRIC RESERVES:

Certificates of Deposit	\$0.00
Money Market Account	\$14,250,000.00 FY21 Funded
U.S. Treasury Bills	<u>\$0.00</u>
Total Electric Reserves	\$14,250,000.00

WATER RESERVES:

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

TOTAL RESERVES:	<u>\$31,143,792.00</u>
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TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:	<u><u>\$34,720,657.41</u></u>
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10.1.11



STATISTICS

February 2021

PRODUCTION

Date of Demand	02/16/2021
Time of Demand	08:00 AM
Scada Demand	74,020.00
kWh Purchased	33,242,457
Total Cost	\$6,051,529.20 *
Cost per kWh	0.182042 *
Load Factor	65.6%

Pumped #2 Well	0
Pumped #3 Well	0
Pumped #4 Well	2,602,000
Pumped #5 Well	2,558,000
Pumped #8 Well	0
Pumped #7 Well	882,000
Pumped #8 Well	1,122,000
Pumped #9 Well	2,793,000
Pumped #10 Well	6,281,000
Pumped #11 Well	4,354,000
Pumped #12 Well	1,592,000
Pumped #13 Well	5,027,000
Pumped #14 Well	7,541,000
Pumped #15 Well	875,000
Pumped #16 Well	4,546,000
Pumped #17 Well	3,984,000
Pumped # 1 Ind Park Well	2,750,000
Pumped # 2 Ind Park Well	1,808,000
Total Gallons	48,715,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	8,004	6,423
Residential - Three Phase	23	20
Commercial - Single Phase	945	516
Commercial - Three Phase	495	303
Power Service	102	92
Industrial	6	2
Area Lighting	16	7
Street Lighting	28	1
Missouri S&T		5
PWSD #2		515
Total	9,619	7,884

ELECTRIC SALES

Residential - Single Phase kWh	12,506,140
Residential - Three Phase kWh	129,985
Commercial - Single Phase kWh	1,540,682
Commercial - Three Phase kWh	3,474,104
Power Service kWh	5,948,910
Industrial kWh	5,005,680
Area Lighting kWh	7,525
Street Lighting kWh	33,510
Rental Lights kWh	78,183
Total kWh Sold	28,724,719
Demand kW	25,896
Revenue	\$2,515,336.75
Monthly Loss	13.59%
Fiscal Year to Date Loss	8.94%

WATER SALES

Residential - Single Phase Gallons	22,799,000
Residential - Three Phase Gallons	216,000
Commercial - Single Phase Gallons	5,165,000
Commercial - Three Phase Gallons	3,369,000
Power Service Gallons	6,418,000
Industrial Gallons	1,172,000
Missouri S&T Gallons	1,653,000
PWSD #2 Gallons	1,535,000
Total Gallons Sold	43,327,000
Revenue	\$232,743.48
Pumping Cost, Electric	\$29,546.53
Monthly Unidentified Loss	7.06% **
Fiscal Year to Date Unidentified Loss	7.54% ***

Sewer Service Charge	\$286,635.83
Refuse Service Charge	\$195,228.69
Gross Payroll	\$279,697.67

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

** Loss includes 1,950,000 gallons per water main flushing records.

*** FY loss includes 53,356,500 gallons per water main flushing records.

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**Operation Manager's Report
RMU Board of Public Works Meeting
February 23, 2021**

ELECTRIC

- | | |
|--|---|
| E1. Kingshighway - Highway 63 to Fairgrounds Road | - Reconfiguration of electric distribution system to remove overhead electric in right-of-way in conjunction with Move Rolla Transportation Development District improvements. Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area.
Started: November 12, 2019
Ongoing |
| E2. Alfermann Substation | - Modifications to accommodate sale of 138 kV assets to Ameren.
Started: July 23, 2020
Significant milestones:
- November 27, 2020: Ameren's new 138 tie breaker at Alfermann placed into service.
- December 3, 2020: RMU transformers placed into parallel operation and 34 kV tie breaker closed.
Ongoing |
| E3. 9 th Street: Alley west of Rolla Street to alley east of Rolla Street | - New overhead electric distribution system to provide connectivity between two circuits.
Started: November 4, 2020
Completed: January 22, 2021 |
| E4. University Drive Relocation | - Reconfiguration of electric distribution system to accommodate relocation of University Drive in conjunction with Move Rolla Transportation Development District Improvements.
Started: November 24, 2020
Ongoing |
| E5. Electric service to Missouri University of Science and Technology campus | - Relocation of electric metering to MO S&T substation to accommodate University Drive relocation.
Started: January 22, 2021
Ongoing |

ELECTRIC GENERATION

- | | |
|--|---|
| G1. Missouri Department of Natural Resources
Poplar Bluff Regional Office | - Air Operating Permit inspection
January 28, 2021 |
| G2. MoPEP Operations | - RMU generator operated in response to request from MoPEP
- February 15, 16, and 17, 2021 |

WATER

- | | |
|---|---|
| W1. - Oak Street: Hwy 72 to 1 st Street
- Phelps Avenue: Oak Street to Olive Street | - Replacement of existing 4" and 6" mains with new 8" PVC mains.
Started: December 21, 2020
Ongoing |
| W2. Scottsdale Drive | - Replacement of water service lines.
Started: January 25, 2021
Ongoing |

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**Operation Manager's Report
RMU Board of Public Works Meeting
February 23, 2021**

- W3. Well 5 - Replacement of electric disconnect and motor starter.
Started: February 11, 2021
Ongoing
- W4. Well 6 - Replacement of motor starter.
Started: February 17, 2021
Ongoing

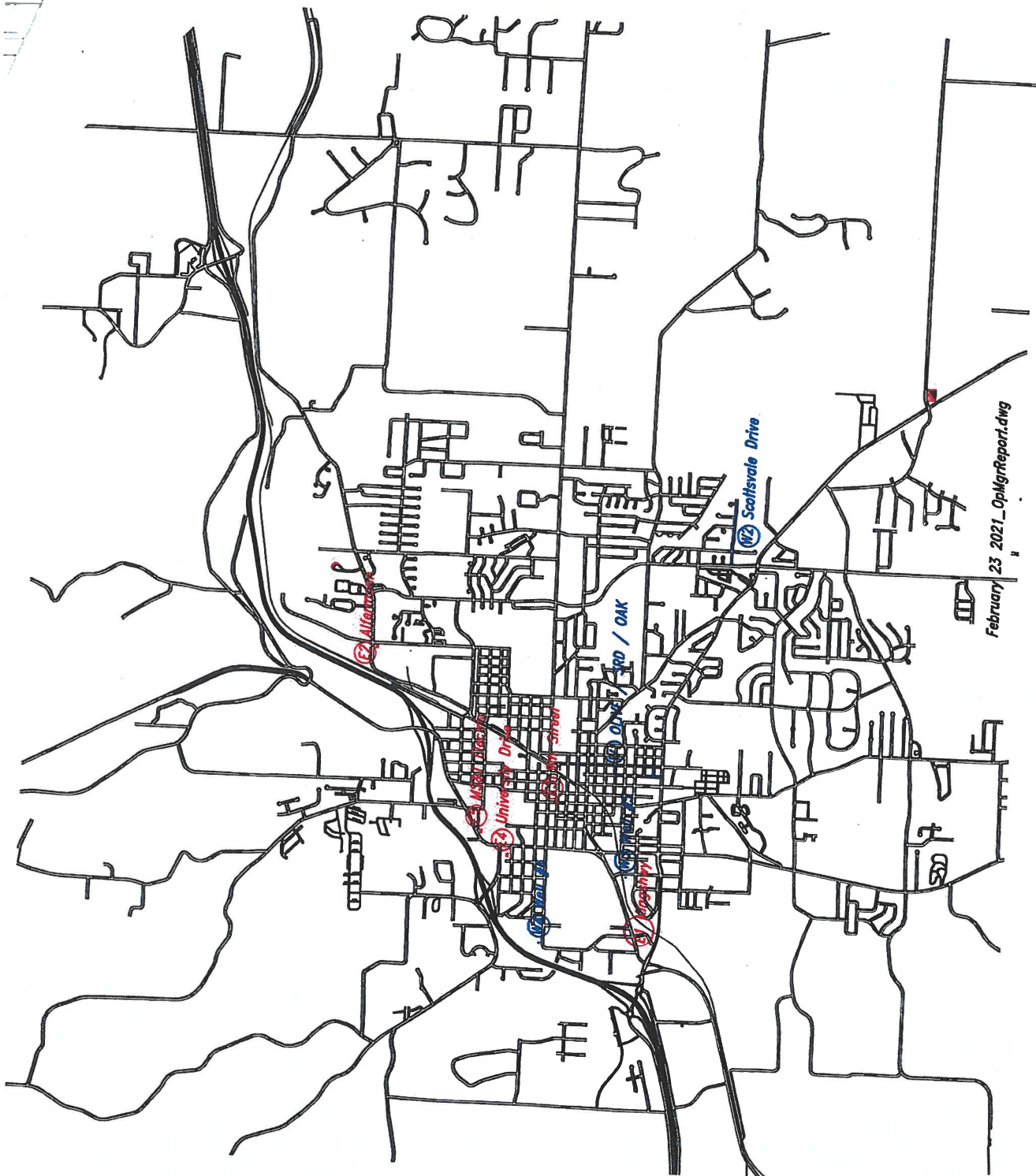
TRAINING / PERSONNEL

1. Service Department - Nicholas Williams: Hired as Systems Technician
Effective: January 26, 2021
Curt Reppond: Retired as Operations Foreman
Effective: January 29, 2021

2. Missouri Water and Wastewater Conference: Online training
Jefferson City, MO - Trench Safety, Overview of the Safe Drinking Water Act, and
Keepin gthe Water Flowing
Attended by: Darren Hoffman, Bruce Lineback, Robert
Castle, and Alan Davis
February 23, 2021

MPUA / MoPEP UPDATE

1. MoPEP meeting - Attended by: Chad Davis
Columbia, MO (conference call) February 2, 2021



February 23 2021_OplgrReport.dwg

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REGULAR SESSION - December 22, 2020

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

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

The meeting was called to order at 4:34 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

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

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

* * * * *

I. APPROVAL OF MINUTES

Crump made a motion, seconded by Read, the minutes of the October 27, 2020, Board meeting Regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

Bourne stated that the guest Lance Caldwell, Ernie Kost, and Heather Feltz are affiliated with First State Community Bank and that they are present for the ICS Deposit Agreement discussion that will take place under New Business.

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS

A. GENERAL MANAGER REPORT'S

1. The Board received the Statement of Income & Expenses reports for October & November 2020 (FY21). Bourne reviewed both October & November 2020 report (FY21), with the following November comparisons:
 - Month-to-Date comparison of November 2020 to November 2019
 - Operating Income decreased \$198,329. Purchased Power expense increased \$127,973; Operating Expenses decreased \$32,858 resulting in an Operating Loss of \$63,756.83 which showed a decreased Operating Loss of \$165,471; Total Other Income increased \$12,828. Total Net Loss for November 2020 was \$14,355.68 which showed a decrease of \$152,643 in comparison to November 2019.
 - Year-to-Date (YTD) FY2020 and FY2019.
 - Operating Income decreased \$201,293. Purchased Power expense increased \$116,089; Operating Expenses increased \$122,469 resulting in an Operating Loss of \$342,322.90 which showed an increased loss of \$323,762; Total Other Income increased \$49,908. Total Net Loss was \$112,507.22, a decrease of \$273,854 in comparison to FY2020.
2. Bourne presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for November 2020 which included the following public utility account checks and transfers:

Public utility checks	Phelps Co Bank - Super Now	Checks #26338
	First State Community Bank - General Fund	Checks #33496-33669
Transfer of funds	First State Community Bank - Electronic Pmt Acct	Check #1045
	Southern Bank	Check #1260
	Citizens Bank of Newburg	Check #1259
	Town & Country Bank	Check #1259

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

3. MPUA/MJMEUC/MoPEP Update.
 - Bourne reported that the final negotiations to purchase the 11 solar farms from Gardner Capital was

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authorized at the December Board meeting. Also, the Cimarron Bend wind resource should come on line in July 2021.

- Bourne reported that the Grain Belt Express development is ongoing.
- The MoPEP group has put together a few engineering firms to assist with future rate reviews/cost of service studies and received some bulk pricing. RMU anticipates performing a cost of service studies next year.
- Bourne reported that legislatively, we expect many of the same topics again this year, which includes, sunshine laws, eminent domain, territorial issues, net metering, pole attachments, and utility bill delinquencies.

4. Audit Update

- Bourne reported that the auditor is scheduled to be on site the week of January 18th. RMU has been providing review documents to them ahead of that date.

5. Miscellaneous

- Bourne reported that the sale of our 138kV assets to AXTI was completed November 30, 2020.
- Bourne reported that RMU is still working with our third party vendor to produce the bill format for ebills.
- Bourne reported that the APPA Legislative Rally scheduled in Washington, DC next spring has gone virtual. The federal legislators will be available to interact remotely.

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

1. **Updates on:**

a. Development Review Committee Meeting

1. SUB20-03, Dalton's Division: Minor subdivision to create two residential lots at 809/811 Black Street:

- RMU has no comments relative to the potential to the division of these two residential lots since they are both currently have electric and water service and each location has individual electric and water meters (including separate meters for 811 Black Street).

2. SUB20-01, Outer Road Park: Minor subdivision to create three commercial lots at 1600 Old Wire Outer Road:

- **Water:** RMU has an existing water main on the south sides of Lot 1 and Lot 2. If site development requires adjusting the grade of the front of the lot the water main will likely have to be relocated. The developer will be required to cover the costs associated with this relocation with the improvements to be in compliance with RMU standard specifications.. While there is a water main somewhat close to Lot 3 there will need to be further discussion with the Developer about how water service will be achieved for Lot 3 because there is a significant elevation change between the lot and the main.
- **Electric:** RMU will serve all 3 lots from existing facilities parallel to the west line of this subdivision. Additional easement(s) will likely be necessary to provide electric service to Lot 1 and Lot 2. RMU also has an existing system on the south side of Lots 1 and 2 that will likely need to be reconfigured to provide service to a street light and a meter east of this property. RMU will be responsive to the developer as quickly as possible to coordinate how electric service will be provided to the lots so that appropriated easements can be included in the subdivision documents.

b. Current RMU projects

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

ELECTRIC DEPARTMENT -

- (E1) Kingshighway - Highway 63 to Fairgrounds Road. Reconfiguration of electric distribution system to remove overhead electric in right-of-way in conjunction with Move Rolla Transportation Development District improvements. Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area. Started, November 12, 2019. Ongoing.
- (E2) Alfermann Substation. Modifications to accommodate sale of 138kV assets to Ameren. Started, July 23, 2020. Significant milestones:
November 27, 2020: Ameren's new 138 tie breaker at Alfermann placed into service.
December 3, 2020: RMU transformers placed into parallel operation and 34 kV tie breaker closed. Ongoing.
- (E3) City of Rolla Southeast Wastewater Treatment Plant. Installation of pole, underground conductor, transformer, and metering in conjunction with plant upgrades. Started, October 6, 2020. Ongoing.
- (E4) 9th Street: Alley west of Rolla Street to alley east of Rolla Street. New overhead electric distribution to provide connectivity between two circuits. Started, November 4, 2020. Ongoing.
- (E5) 425 Pine Tree Road. New underground electric distribution to provide loop feed to a current radial feed and provide service to new commercial development. Started, November 24, 2020. Ongoing.
- (E6) University Drive Relocation. Reconfiguration of electric distribution system to accommodate relocation of University Drive in conjunction with Move Rolla Transportation Development District improvements. Started, November 24, 2020. Ongoing.

FIBER -

- (F1) RMU Communications Building. Installation of fiber between Business Office and Communications

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Building to allow for installation of equipment in Communications Building. Started, May 7, 2020. Ongoing.

WATER DEPARTMENT -

- (W1) Olive Street - Hwy 72 to 9th Street.
3rd Street - Olive to Oak Street.
Oak Street - 2nd to 3rd Street.
Replacement of existing 4" and 6" mains with new 8" PVC mains. Started, June 19, 2019.
- September 2019: The project is completed from 9th Street to 5th Street. The remaining portion will be completed in 2020. Started, June 30, 2020. Completed, December 11, 2020.
- (W2) Kingshighway. Replacement of water main in conjunction with Move Rolla Transportation Development District improvements. TDD contractor performing most of the work with RMU crews completing system connections. Started, August 11, 2020. Completed, December 8, 2020.
- (W3) Well 14. Replacement of pump, motor, check valves, and some piping. Started, December 30, 2020. Completed, December 1, 2020.
- (W4) Oak Street: Hwy 72 to 1st Street
Phelps Avenue: Oak Street to Olive.
Replacement of existing 4" and 6" mains with new 8" PVC mains. Started, December 21, 2020. Ongoing.
- (W5) Victoria Drive. Replacement of water service lines. Started, December 21, 2020. Ongoing.

TRAINING/PERSONNEL -

1. Missouri Water and Wastewater Conference: Online Training. Dig Rite, Trenching, and Confined Space was held November 23, 2020 in Jefferson City, MO. Attended by Darren Hoffman and Kent Sbabo.
2. Missouri Water and Wastewater Conference: Online Training. Dig Rite, Trenching, and Confined Space was held December 3, 2020 in Jefferson City, MO. Attended by Kent Sbabo and Darren Hoffman.
3. Service Department.
 - Connor Dillon: Promoted to Meter Reader / Serviceman. Effective on November 26, 2020.

MoPEP/MPUA UPDATE -

1. MoPEP meeting: Columbia, MO (conference call).
Attended by Chad Davis & Rodney Bourne. November 20, 2020.
2. MJMEUC Executive Committee: Columbia, MO (conference call).
Attended by Chad Davis & Rodney Bourne. December 9, 2020.
3. MPUA Quarterly Board Meeting: Columbia, MO (conference call).
Attended by Chad Davis & Rodney Bourne. December 10, 2020.

V. OLD BUSINESS (None)**VI. NEW BUSINESS****A. RFB #21-101 Trucks #21**

- Davis reported that RMU received bids for a large dump truck to replace our current unit. Also, requested was pricing to trade in the old Truck #21 and Truck #29. The pricing from Scheppers resulted in the lowest price for the new truck and the best pricing for the used trade-ins. Scheppers, if awarded the bid, has requested to take possession of Truck #29 immediately and would take Truck #21 at the time of delivery. Scheppers would then pay for Truck #29 up-front which would appear on our books as a surplus sale. Staff recommends award to the low bidder, Scheppers International and surplus the old vehicles with direct sale of Truck #29 and trading Truck #21. After a brief discussion, **Read made a motion, seconded by Crump to the purchase to lower bidder Scheppers with trade in the amount of \$112,043.00. Motion passed unanimously.**

B. ICS Deposit Placement Agreement.

- Bourne reported that the included ICS Deposit Placement Agreement in your packet allows First State Community Bank to spread our reserves over multiple participating banks. Each deposit in a participating bank will be less than the FDIC insured limit of \$250k. This type of agreement is allowed by our investing policy and reduces the cost to collateralize our deposit. Lance Caldwell, Ernie Kost and Heather Feltz with FSCB are here this evening to be available to answer any questions the Board might have. After a brief discussion staff, recommends approval. **Crump made a motion, seconded by Showalter to approve the ICS Deposit Agreement. Motion passed unanimously.**

VIII. ADJOURNMENT

With no further business appearing, **Crump made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:12 p.m.**



Nick Barrack, President



Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, January 26, 2021 at 4:30 p.m.

REGULAR SESSION - January 26, 2021

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

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

The meeting was called to order at 4:37 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

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

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

* * * * *

I. APPROVAL OF MINUTES

Crump made a motion, seconded by Read, the minutes of the December 22, 2020, Board meeting Regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS

A. GENERAL MANAGER REPORT'S

1. Introduction of New RMU Staff:
 - Finance Manager - Bourne reported that Gwen Cresswell has filled the position of RMU's Finance Manager. Gwen has a BS in Accounting from Southwest Missouri State University which is now Missouri State University. Gwen is from Rolla, Missouri and graduated from Rolla High School. She also has 20+ years in accounting experience in the Springfield and Rolla areas.
 - Business Manager - Bourne reported that Jason Grunloh has filled the position of RMU's Business Manager. Jason has a BS in Marketing from SIU-Carbondale. Over the last sixteen years, Jason has been in retail management. The last four years, Rolla has been home to Jason and his family.
2. The Board did not receive the Statement of Income & Expenses reports. Bourne apologized and reported that the Financial's will be distributed next Board meeting.
3. Bourne presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for November 2020 which included the following public utility account checks and transfers:

Public utility checks	Phelps Co Bank - Super Now	Checks #26339
	First State Community Bank - General Fund	Checks #33670-33758
Transfer of funds	First State Community Bank - Electronic Pmt Acct	Check #1046 & #1047
	Citizens Bank of Newburg	Check #1260
	Town & Country Bank	Check #1260

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

4. Audit Update. Bourne reported that the auditor scheduled to be on site has been delayed to the week of February 16th. RMU has been providing review documents to them ahead of that date.
5. COVID-19 Update. Bourne reported that the vaccine was available to staff on January 18th & 19th. The Business Office is still closed to the public but we are moving towards opening the doors again once it is safe to do so.
6. MIRMA Annual Evaluation. Bourne reported that RMU received another 100%. Kelly Beet with MIRMA was onsite January 20th to perform our annual evaluation. Bourne thanked all staff that helped RMU receive another

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100%. Kelly noted while he was onsite that RMU was the first city to receive a 100%. This year numbers are low due to COVID-19 restrictions.

B. OPERATION MANAGER'S REPORT (Davis)

1. Updates on:

a. Development Review Committee Meeting

1. QuikTrip. RMU provided comments regarding the pending commercial building permit for a QuikTrip at 3551 HyPoint Park Drive.
2. CUP 21-01, 4060 Hypoint North Drive: CUP for storage of arsenals and munitions: RMU has no comments relative to the potential Condition User Permit since the property currently has both electric and water services. If the use would require modifications to the electric and/or water services the owner or developer will need to coordinate such impacts with RMU.

b. Annual Net Metering Update. Davis reported RMU is required by State Statute to make notice annually of the availability of the Net Metering Service Program. We also are required to annually report the statistics on existing net metering customers. Currently, the information is as follows:

- Customers - Generator Facilities: 6 (as of December 31, 2020)
- Estimated Generating Capacity: 51.5 kW (as of December 31, 2020)
- Estimated New Kilowatts - Hours Received: 10,946 kWh (January 1, 2020 through December 31, 2020)

c. Current RMU projects

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

ELECTRIC DEPARTMENT -

- (E1) Kingshighway - Highway 63 to Fairgrounds Road. Reconfiguration of electric distribution system to remove overhead electric in right-of-way in conjunction with Move Rolla Transportation Development District improvements. Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area. Started, November 12, 2019. Ongoing.
- (E2) Alfermann Substation. Modifications to accommodate sale of 138kV assets to Ameren. Started, July 23, 2020.
Significant milestones:
November 27, 2020: Ameren's new 138 tie breaker at Alfermann placed into service.
December 3, 2020: RMU transformers placed into parallel operation and 34 kV tie breaker closed. Ongoing.
- (E3) City of Rolla Southeast Wastewater Treatment Plant. Installation of pole, underground conductor, transformer, and metering in conjunction with plant upgrades. Started, October 6, 2020. Completed, December 28, 2020.
- (E4) 9th Street: Alley west of Rolla Street to alley east of Rolla Street. New overhead electric distribution to provide connectivity between two circuits. Started, November 4, 2020. Ongoing.
- (E5) 425 Pine Tree Road. New underground electric distribution to provide loop feed to a current radial feed and provide service to new commercial development. Started, November 24, 2020. January 6, 2021.
- (E6) University Drive Relocation. Reconfiguration of electric distribution system to accommodate relocation of University Drive in conjunction with Move Rolla Transportation Development District improvements. Started, November 24, 2020. Ongoing.
- (E7) 1002 North Bishop (Jimmy John's). New underground electric distribution system to provide service to new commercial development. Started, December 21, 2020. Completed, January 5, 2021.
- (E8) Missouri Public Utility Alliance Mutual Aid Program. Mutual aid request through MPUA in response to ice storm. Destination: Hannibal, MO. RMU Staff that attended were Eric Lonning, Jeremy Arthur, Tom Carroll, Jeremy Brown, Jared McBride, and Dalton Smith. Started January 2, 2021. Completed, January 5, 2021.

FIBER -

- (F1) RMU Communications Building. Installation of fiber between Business Office and Communications Building to allow for installation of equipment in Communications Building. Started, May 7, 2020. Ongoing.
- (F2) Fiber Lease to Socket Telecomm. Configuration of RMU fiber system to provide point to point fiber path for Socket Telecomm. Started, January, 20, 2021. Ongoing.

WATER DEPARTMENT -

- (W1) Olive Street - Hwy 72 to 1th Street.
Phelps Avenue: Oak Street to Olive Street.
Replacement of existing 4" and 6" mains with new 8" PVC mains. Started, December 21, 2020. Ongoing.
- (W2) Honeysuckle Lane. Replacement of water service lines. Started, January 14, 2021. Completed, January 20, 2021.

(W3) Scottsdale Drive. Replacement of water service lines. Started, January 25, 2021. Ongoing.

PRESENTATIONS -

- 1. Rolla High School: Experts in the Classroom. Careers in Utilities. Such as Rolla Municipal Utilities. Presented by Chad Davis, Eric Lonning, and Jared McBride on January 19, 2021.

TRAINING/PERSONNEL -

- 1. Service Department.
 - Jeremy Brown promoted to Journeyman Lineman. Effective on December 26, 2020.

V. OLD BUSINESS (None)

VI. NEW BUSINESS

A. RFB #21-104E Electric Supplies

- Bourne reported that this is an annual order of electric materials for RMU. Staff recommends low bidder with adjusted pricing to meet quantities. After a brief discussion, **Crump made a motion, seconded by Showalter to the purchase to lower bidder Fletcher Reinhardt Company in the amount of \$122,580.65. Motion passed unanimously.**

B. RFB #21-105E Poles

- Bourne reported that this is a standard order for wood poles. Staff recommends low bidder. After a brief discussion, **Showalter made a motion, seconded by Read to the purchase to lower bidder Stella-Jones in the amount of \$25,539.00. Motion passed unanimously.**

C. Board Resolution 21-001 - Banking Resolutions/Signature Cards.

- Bourne reported that a resolution authorizing changes to RMU's Banking Resolutions/Signature Cards is in each Board packet. These changes include, deleting Dennis Roberts and Carol Daniels and adding Lorri Thurman City Clerk, Gwen Cresswell Finance Manager, and Jason Grunloh Business Manager. **Read made a motion, seconded by Crump to approve changes following the Resolution #21-001 - Banking Resolutions/Signature Cards. Motion passed unanimously.**

VIII. ADJOURNMENT

With no further business appearing, **Showalter made a motion, seconded by Reed, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:02 p.m.**



Nick Barrack, President



Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, February 23, 2021 at 4:30 p.m.

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REGULAR SESSION - February 23, 2021

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

The meeting was called to order at 4:33 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

- Board members: Vice President Albert Crump, Jr.
Secretary Dr. Wm. E. Showalter
Vice Secretary Ted Read
- RMU Staff: General Manager Rodney P. Bourne, P.E.
Operations Manager Chad Davis, P.E.
Business Manager Jason Grunloh
Finance Manager Gwen Cresswell

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

* * * * *

I. APPROVAL OF MINUTES

Showalter made a motion, seconded by Read, the minutes of the January 26, 2021, Board meeting Regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS

A. GENERAL MANAGER REPORT'S

1. The Board received the Statement of Income & Expenses reports for December 2020 and January 2021 (FY21).
Bourne reviewed both December & January reports (FY21), with the following January comparisons:
Month-to-Date comparison of January 2020 to January 2021
 - January 2021 Operating Income increased \$224,395 from January 2020 and decreased \$120,543 year-to-date. Purchased power decreased \$24,812 from January 2020 and increased \$176,837 year-to-date. This resulted in Operating Income increasing \$323,640 from January 2020, and decreasing \$454,196 year-to-date. The total Net Income increased \$262,785 from January 2020 and increased \$7,897,988 year-to-date. This is largely due to the AXTI sale that was recorded in December.
2. Bourne presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for January 2021 which included the following public utility account checks and transfers:

Public utility checks	Phelps Co Bank - Super Now	Checks #26340
	First State Community Bank - General Fund	Checks #33759-33878
Transfer of funds	First State Community Bank - Electronic Pmt Acct	Check #1048
	Citizens Bank of Newburg	Check #1261
	Town & Country Bank	Check #1261

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

3. February Storm Update

- Bourne reported that the severe weather event in February caused significant impacts to electric operations in central part of the United States. The cold weather increased very high demands for both natural gas and electric generation at the same time there were natural gas supply constraints and power plant operational issues due to the cold. As a result, prices for power and fuel purchased on the wholesale market in these regions skyrocketed.
- Bourne reported that natural gas is the fuel that powers a significant amount of baseload generation in the region, and its price surges are hitting public power utilities hard. Millions of customers in Texas have been without power or have experienced rolling outages mandated by regional operators to protect the larger grid. While power is coming back online as the weather improves, these impacts have been significant to

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customers in many communities. This situation underscores the importance of electric utilities embracing a diverse, robust resource mix. This situation also underscores the positives of utilities owning and operating their own generation resources. Without access to comparable incentives for developing renewables, we are effectively not given that option.

- Bourne reported that as public power utilities are beholden to mandates from regional grid operators (e.g., ERCOT, SPP) to curtail load by turning off power to customers. Electric utilities are focused on the things they can control, such as communicating with their customers about ways can save energy(to prevent future curtailments); staying safe while using generators and space heaters; and avoiding scams, which we are—unfortunately—seeing out there.
 - Bourne reported that aside from the customer impacts, this is a catastrophic financial blow to many of our utilities who are beholden to market conditions. Some have spent their entire year's fuel budget in the past few days. Without relief, this financial burden will eventually be passed on to customers. There are many options on the table for industry and government leaders for evaluating and remedying this situation moving forward. In the short term, there will be consideration of capping natural gas prices or other mechanisms to smooth out these major price impacts to provide relief for struggling communities.
 - Bourne reported that there will be an evaluation of state resource adequacy requirements. Also, there will be evaluation of power plant hardening/weatherizing mandates. In addition to short-term relief measures, public power utilities will continue to advocate at the federal level for tools to provide them with more options in terms of resource mix, including: Comparable incentives to the tax credits for-profit entities can obtain to develop new clean and reliable energy resources, amending the tax code to make it easier to finance existing debt, encourage energy investments, and promote economic growth in public power communities.
 - Bourne reported that RMU only had a few minor failures. Bourne took a moment to thank all staff for their dedication and hard work under these extremely cold temperatures.
4. GBS Health Insurance Update
- Bourne reported that RMU has had several large health insurance claims over the last few months and reserves have declined significantly to almost \$0. If the trend continues, RMU will be funding the program out of our normal accounts until numbers rise.
5. Primacy Fee Collection
- Bourne reported that normally, RMU collects a Primacy Fee for the Missouri Dept. Of Natural Resources - Drinking Water Program in the month of March. This is required by Missouri State Statutes. RMU has historically done this by turning on a billing flag in the CX system and it bills on each March bill as a miscellaneous fee. This has created an issue in the new bills, primarily because it happens only once/year. This March, rather than individually bill the customers, RMU will absorb this fee in the operating budget (\$21k). This is also consistent with how the City handles the Primacy Fee for sewer customers. Going forward, this fee will be a component of our annual budget.
6. Miscellaneous
- Bourne reported that auditor completed their field work the week of February 16th and management will continue correspondence with them until the audit is completed.
 - Bourne reported that the Business Office is now open. We will continue encouraging standard social distancing and mask wearing.

B. OPERATION MANAGER'S REPORT (Davis)

1. Updates on:

a. Current RMU projects

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

ELECTRIC DEPARTMENT -

- (E1) Kingshighway - Highway 63 to Fairgrounds Road. Reconfiguration of electric distribution system to remove overhead electric in right-of-way in conjunction with Move Rolla Transportation Development District improvements. Conversion of operating voltage in vicinity of Lynwood Drive and Morrell Avenue since reconfiguration of Kingshighway will eliminate current feed to this area. Started, November 12, 2019. Ongoing.
- (E2) Alfermann Substation. Modifications to accommodate sale of 138kV assets to Ameren. Started, July 23, 2020. Significant milestones:
November 27, 2020: Ameren's new 138 tie breaker at Alfermann placed into service.
December 3, 2020: RMU transformers placed into parallel operation and 34 kV tie breaker closed. Ongoing.
- (E3) 9th Street: Alley west of Rolla Street to alley east of Rolla Street. New overhead electric distribution to provide connectivity between two circuits. Started, November 4, 2020. Completed, January 22, 2021.
- (E4) University Drive Relocation. Reconfiguration of electric distribution system to accommodate relocation of University Drive in conjunction with Move Rolla Transportation Development District improvements. Started, November 24, 2020. Ongoing.

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- (E5) Electric services to Missouri University of Science and Technology campus. Relocation of electric metering to MO S&T substation to accommodate University Drive relocation. Started, January 22, 2021. Ongoing.

ELECTRIC GENERATION -

- (G1) Missouri Department of Natural Resources - Poplar Bluff Regional Office. Air Operating Permit inspection. Completed, January 28, 2021.
- (G2) MoPEP Operations. RMU generator operated in response to request from MoPEP. February 15-17, 2021.

WATER DEPARTMENT -

- (W1) Oak Street: Hwy 72 to 1st Street
Phelps Avenue: Oak Street to Olive.
Replacement of existing 4" and 6" mains with new 8" PVC mains. Started, December 21, 2020. Ongoing.
- (W2) Scottsvale Drive. Replacement of water service lines. Started, January 25, 2021. Ongoing.
- (W3) Well #5. Replacement of electric disconnect and motor starter. Started, February 11, 2021. Ongoing.
- (W4) Well #6. Replacement of motor starter. Started, February 17, 2021. Ongoing.

TRAINING/PERSONNEL -

1. Service Department.
 - Nicholas Williams: Hired as Systems Technicians. Effective on January 26, 2021.
 - Curt Reppond: Retired as Operations Foreman. Effective on January 29, 2021.

MoPEP/MPUA UPDATE -

1. MoPEP meeting: Columbia, MO (conference call).
Attended by Chad Davis & Rodney Bourne. February 2, 2021.

V. OLD BUSINESS (None)

VI. NEW BUSINESS

A. RFB #21-107 Hydrants

- Davis reported that RMU received four (4) bids for the annual order of fire hydrants. Staff recommends low bid. After a brief discussion, Read made a motion, seconded by Showalter to accept the low bid from Water & Sewer Supply in the amount of \$26,913.00. Motion passed unanimously.

B. RFB #21-108 Transformers

- Davis reported that RMU received six (6) bids with one being incomplete. This is fairly a standard order on transformers. Staff recommends low bid. After a brief discussion, Showalter made a motion, seconded by Read to accept the low bid from Harry Cooper in the amount of \$192,020.00. Motion passed unanimously.

C. RFB #21-109 Water Materials

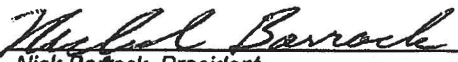
- Davis reported that RMU received five (5) bids for the annual order of water materials. Staff recommends low bid. After a brief discussion, Crump made a motion, seconded by Read to accept the low bid from Water & Sewer Supply in the amount of \$147,768.78. Motion passed unanimously.

D. Disbursement Policy Update

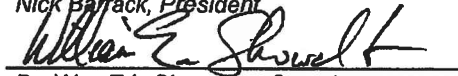
- Bourne reported that this is one of many policy changes management will be updating. After a brief discussion, staff recommends approval. Showalter made a motion, seconded by Read to approve the changes to the Disbursement Policy. Motion passed unanimously.

VIII. ADJOURNMENT

With no further business appearing, Showalter made a motion, seconded by Crump, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:13 p.m.



Nick Barrack, President



Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, March 23, 2021 at 4:30 p.m.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Municipality: Rolla Municipal	Reporting Period: Jan 1, 2021 - Jan 31, 2021	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401				
Physical Address: 901 NORTH ELM, ROLLA, MO 65401			County: Phelps County	Circuit: 25
Telephone Number: (573)3648590		Fax Number:		
Prepared by: RELAUUN SMITH		E-mail Address:		
Municipal Judge: James T. Crump				
II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		18	1,071	231
B. Cases (citations/informations) filed		2	209	14
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	41	4
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	113	1
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	53	1
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	207	6
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		20	1,073	239
E. Trial de Novo and/or appeal applications filed		0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS		
1. # Issued during reporting period	0	1. # Issued during period	121	
2. # Served/withdrawn during reporting period	15	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	886			

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MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Rolla Municipal	Reporting Period: Jan 1, 2021 - Jan 31, 2021
---------------------------------	-------------------------------	--

<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$4,367.00	Bad Check Fee-E/R	\$30.00
Clerk Fee - Excess Revenue	\$696.00	Court Automation	\$756.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$21.46	Overpayment-E/R	\$5.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Overpayments Detail Code	\$0.00
Total Excess Revenue	\$5,084.46	Total Other Disbursements	\$791.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$12,242.00
Fines - Other		Bond Refunds	\$384.00
Clerk Fee - Other		Total Disbursements	\$12,626.00
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission surcharge	\$3,565.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$600.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$108.00		
Domestic Violence Shelter surcharge	\$770.04		
Inmate Prisoner Detainee Security Fund surcharge	\$18.50		
Sheriffs' Retirement Fund (SRF) surcharge	\$216.00		
Restitution	\$216.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$6,366.54		

IV.K.2

Park Advisory Commission

Meeting Minutes

March 24, 2021

Zoom Meeting from 4th Floor Conference Room

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

Absent: Andrew Meggitt

Others Present: Floyd Jernigan, Stan Busch, Marie Crowley, Tom Coots, City Planner, Amanda Wood, Davey Resource Group, and Julie Rodgers

1. Call to Order

- Ken Kwantes called the meeting to order at 5:35 p.m.

2. Approval of Minutes

- Susan Wrasmann made a motion to approve the January 11, 2021, minutes. Mike Fleishhauer seconded and the motion carried unanimously.

3. Presentations

- Tree Management Plan with Davey Resource Group

Amanda Wood reported on the Level 2 assessment using Tree Keeper software system. They did a 360^o around-the-tree assessment for the inventory process. She reported the potential for creating a younger tree population to replace the older trees. She talked of numbers of trees that could be replaced and about risk assessment of the trees. Mr. Kwantes asked where we are going with this, based on these results. Mr. Jernigan said our first focus was to do a list of trees in the cemetery and other close proximity pedestrian areas. Mr. Jernigan said the benefit is mostly for those trees in regards to foot traffic. We've taken out 40 or so ash trees and about 20 other trees, all those that were assessed for removal. The Trim Grant allowed us to do the tree inventory. And that documentation was forwarded on to the Missouri Department of Conservation. We will do about 30 plantings on the trail. There will be three trees needing removal for the All Inclusive playground. Public Works is expected to do about 30-60 new plantings a year. Four trees will be removed through right-of-way changes. Amanda Wood said with this program we can add trees, as well, to the inventory. It is a management tool. Mr. Fleishhauer noted the extensive detail of the large report. He asked about budget. Ms. Wood said that the budget is toward the end of the report, right before the appendices. She also noted that the maintenance schedule is located on page 37, which talks in regards to the tree assessment.

- City Planner Tom Coots gave an overview of the results of the Missouri S&T Engineering Studies/Parks Planning.

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Mr. Coots received multiple submissions from MS&T Engineering groups with projects geared toward uses for the City of Rolla. He said several projects submitted involved Rolla Parks or Parkland, so he thought it beneficial to share that with the Park Board. He presented a slide show composed of 75 slides to condense the projects submitted by the various groups. Presentations were “what ifs” and considered possible uses for undeveloped areas in Ber Juan, Industrial Park, Schuman, Green Acres and Southview parks.

4. Review of financial

- Mr. Jernigan referred to the February Park Financial Analysis spreadsheet. The biggest difference between this February and last year is the Rolla Chamber of Commerce paid for the plantings of trees on Acorn Trail honoring Chamber ambassadors, which shows up in Parks Reimburse/Donations.

Prop P taxes have been good, over \$100,000 in February. Mr. Jernigan included an updated Prop P expenditure list - Parks Fund Budgeted Projects for 2020-2021 – which includes a \$15,348 cemetery mower which has been approved by City Council. Parks also submitted a P.O. for an ice machine for BerJuan Concession Stand, one for 12 soccer nets, and a P.O. for a portable pitching mound that will primarily be at Green Acres Ballfield and will be used primarily by RYBS, but also at Ber Juan by the S&T baseball Club. City Council also approved renovations to the two slides at SplashZone, which should happen sometime between now and the middle of May. We have \$5900 Capital Expense YTD. The budget has \$30,000 that will be used for potential pump replacement if needed, since the management company for Splash Zone wasn't approved.

5. Narrative - Includes MOUs from Master Gardeners and Rolla Downtown Farmers Market

- Master Gardeners will have an emphasis on a butterfly garden. The Centre will provide water; we'll provide mulch and we will fund a handful of new plantings. The Centre will also provide usage of meeting rooms for Master Gardeners.
- Rolla Downtown Farmers Market, under the direction of Laura Tarvin, officially kicks off the first Saturday in April. They have 40 plus vendors for this year's market season and will again run Tuesday and Saturday mornings, with hopes to have a year-round program. They will do a monthly event on the first Saturday of the month. April is an Easter egg coloring contest. They have provided vendor food safety and insurance. Rolla Downtown Business Association is providing a blanket permit for vendors who do not have individual permits. Patrick Stites at the health department is their contact for health & safety regulations. They are sticking with the same health & safety plan as last year.
- On April 24, a Missouri S&T group will host a Vintage Market. They are in the process of completing a Special Use Permit. It is a fundraiser for The Rolla Mission and will be held in the parking lot near the Downtown Bandshell.
- Floyd attended three weekly Tree City USA Zoom Conference Meetings.
- Parks Department is charged with managing SplashZone again this summer. We have nine guards committed. Eight are returning and we have three of the four head guards returning. Of the nine guards, six have several years' experience working at SplashZone. We would like

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to get at least one more lifeguard, preferably more, and we are still seeking applicants for the lifeguard position. We are also needing workers for Park Maintenance. They have only one applicant at this point, and that's from MS&T. We will set a couple of work days at SplashZone for some time in April. Last year we got new skimmer baskets. We'll have to re-insert sensors. We are getting new computers at SplashZone and at the ballpark. Larry Thomas asked about us proposing to cut hours at SplashZone. Mr. Jernigan said it was suggested by city admin as a consideration. If we were to be in a staffing crunch, it might benefit us to cut back hours. The group discussed different possible scenarios for hours.

6. New business

- Bandshell, pavilion, EN, SZ rates for 2021

Mr. Jernigan asked the group to look over the proposed SplashZone and Park 2021 Rates. He noted we had contacted area cities with similar populations to compare their rates. All the proposed rates are modest increases. Mr. Jernigan talked to other aquatic management companies. They suggested we increase our current daily rates at least a dollar. Eugene Northern hourly rates would increase \$5 per hour. Park pavilions and bandshell rates are being modified so they can be reserved more easily by the public using our new software. We would implement an hourly rate, if Council approves. Mr. Thomas asked for a motion to approve the rates. Sue Arnold seconded the motion. Approval of the new rates was unanimously given. Mr. Jernigan will submit them to City Council for final approval.

Marie Crowley, Outdoor Recreation, Youth ballfield rates

Youth sports, RYBS, Sliders, and other organizations, are once again active in our parks. RYBS has for years gotten field prep for free, which includes product, electric, and staff time during a busy season. Mr. Fleischhauer asked why RYBS was getting this for free. Mr. Jernigan answered that it was a Council decision made years ago. Mr. Kwantes said RYBS used to be a free organization. They are now charging the youth to be in the league. Other clubs have to pay for prep fee and for dressing fields. We don't currently charge for practices for any youth group. Yet, we have a lot of costs associated with field maintenance. Mr. Jernigan said the organizations' support is needed to help re-invest in the future infrastructure they are utilizing. Examples are the aforementioned pitchers' mound, but also new laser leveling of the fields, as well as the increased costs of the field prep materials.

7. Commission comments

Mr. Kwantes asked if we are anticipating a Parks Open House in the near future. Mr. Jernigan said yes, we will need to illustrate the usage of Prop P money spent to date and to gauge future interest. Mr. Jernigan said we will have the open house at Eugene Northern, possibly in May or early summer. Mr. Kwantes asked for input on the date of our next meeting. Mr. Jernigan mentioned that the next regular meeting would be May 26. Mr. Kwantes asked for it to be set up at a park and to please relate this information to the Park Board.

8. Adjournment

IV. 1. 3

- The meeting adjourned at 7:02 p.m.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Seatbelt/Child Restraint Ordinances

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

DATE: April 5, 2021

Commentary:

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

Recommendation:

Staff recommends first reading of this ordinance.

ITEM NO. V.A.1

ORDINANCE NO.

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

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

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

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

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

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

V.A.2

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

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

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

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

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

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

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

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

V. A. 3

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award / Ordinance

Final Reading

ITEM/SUBJECT: Project #225 – Public Works Building

BUDGET APPROPRIATION: \$750,000

DATE: 04/5/21

COMMENTARY:

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

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

Staff is requesting a final reading of the ordinance authorizing the Mayor to enter into the contract with Alexander Construction, LLC for \$729,438.00.

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

ITEM NO. V. 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 ALEXANDER CONSTRUCTION, LLC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Contract between the City of Rolla, Missouri and Alexander Construction LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

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 5th DAY OF APRIL 2021.

APPROVED:

MAYOR

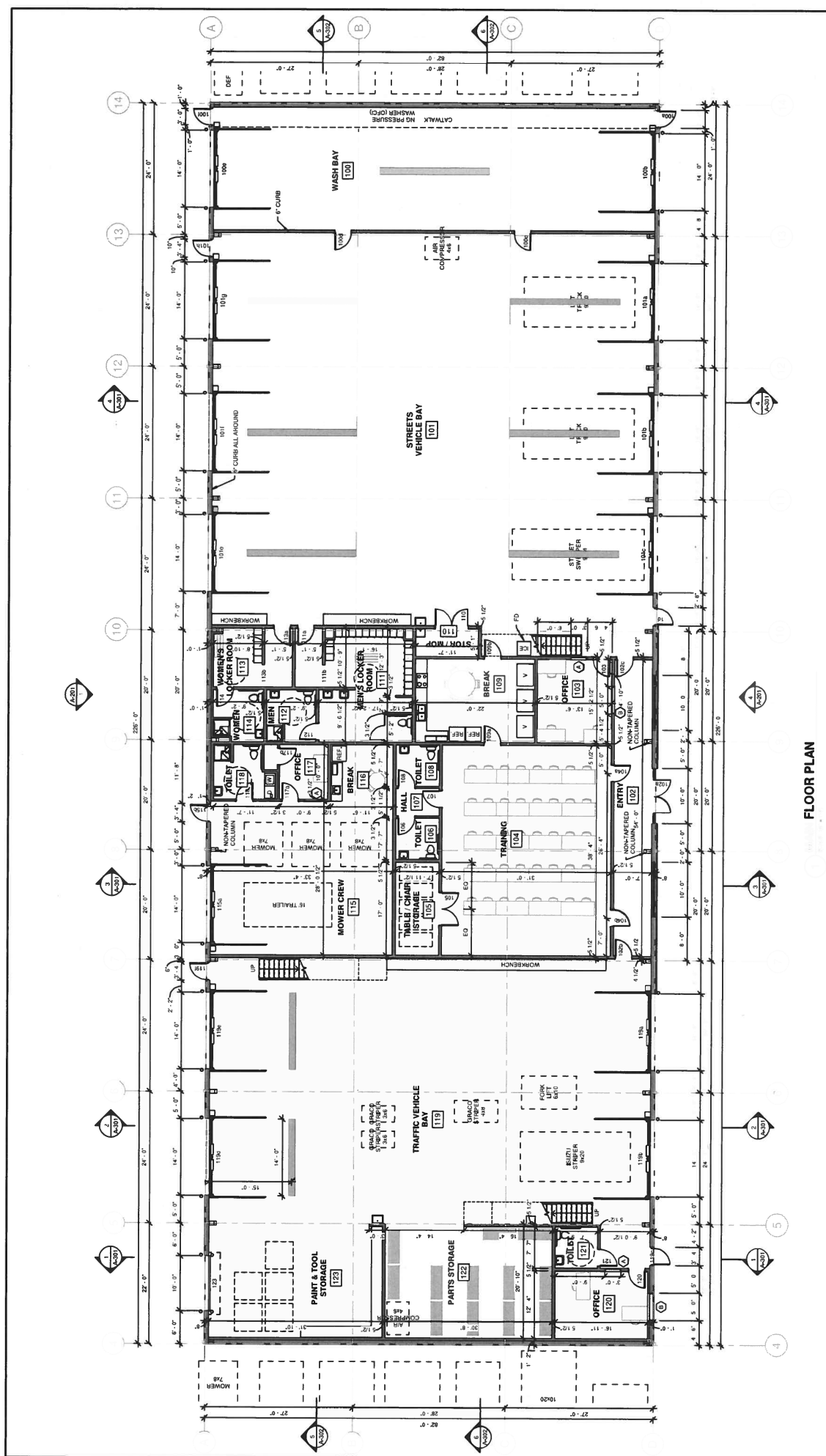
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

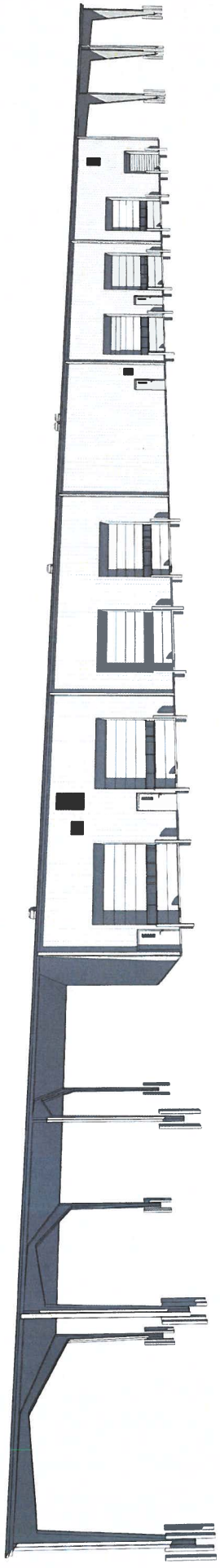
v.B.2



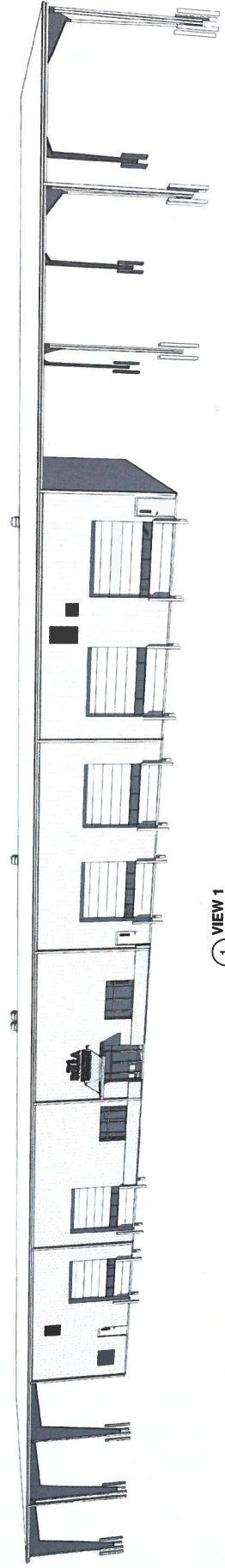
FLOOR PLAN

<p>DESIGNED BY: JK DATE: 2/15/2021</p>		<p>REVISIONS:</p>	
<p>PROJECT NO: 20141908</p>		<p>CITY OF ROLLA PUBLIC WORKS BUILDING</p>	
<p>DRAWING NO: A-101</p>		<p>MAIN FLOOR PLAN</p>	
<p>PRELIMINARY DRAWING FOR REVIEW AND APPROVAL PURPOSES ONLY. THIS DRAWING WILL BE SEaled, SIGNED, AND STAMPED BY THE ARCHITECT. ALL COMMENTS AND APPROVALS FROM LOCAL AGENCIES AND REGULATORY AGENCIES.</p>			
<p>ARCHER-ELGIN engineering surveying architecture Civil, Mechanical, Electrical, P.E. Inc. 1000 N. 1st St., Rolla, MO 65884 Phone: 660-833-1111 Fax: 660-833-1112 www.archer-elgin.com</p>			

V.B.3.



2 VIEW 2
SCALE



1 VIEW 1
SCALE

<input type="checkbox"/> Preliminary not for construction, recording purposes or construction. <input type="checkbox"/> This is a reduced copy, not for construction, recording purposes or implementation.	DESIGNED BY	DATE	BY															
	JK	2/12/2021																
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No.	DATE	BY																
PRELIMINARY CONSTRUCTION PLANS SHALL BE CALLED AND RECALLED UPON RECEIPT OF ALL COMMENTS AND APPROVALS FROM LOCAL REGULATORY AGENCIES.																		
ARCHER-ELGIN <small>Architecture • surveying • engineering • planning</small> <small>117 East 6th Street, Rolla, Missouri 65701 • Phone: 314-366-4362 • Fax: 314-366-4363 • www.archer-elgin.com</small>																		
CITY OF ROLLA PUBLIC WORKS BUILDING		PROJECT NO 20141908	DRAWING NO A-801															
PERSPECTIVE VIEWS																		

V.B.4

EXHIBIT A

CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **Public Works Building, PROJECT 225**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **Public Works Building, PROJECT 225**.

V.B.5

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

V.B.6

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$729,438.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract and that the Contractor shall complete said work within 120 consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

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

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

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

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

V.B.7

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

V.B. 8

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award/Ordinance **Final Reading**

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

BUDGET APPROPRIATION: \$50,000 **DATE: 3/15/21**

COMMENTARY:

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

Pierce Asphalt, LLC PO Box 1264 Rolla, MO 65402	\$40,352.00
--	--------------------

Flowmaster Construction LLC 209 West Promenade St. Mexico, MO 65265	\$100,234.37
--	---------------------

Melrose Quarry & Asphalt Supply, LLC PO Box 187 Rolla, MO 65402	\$69,001.92
--	--------------------

This phase seals several parking lots. A map is attached

Staff is requesting the final reading of an ordinance authorizing the Mayor to enter into the contract Pierce Asphalt, LLC for \$40,352.00.

ITEM NO. V.C.1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT, LLC, 2021 SURFACE SEALING TREATMENT PARKING LOTS, PROJECT #524.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Pierce Asphalt, LLC, for 2021 Surface Sealing Treatment Parking Lots, Project #524, a copy of said agreement being attached hereto and marked Exhibit A.

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 5th DAY OF APRIL 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

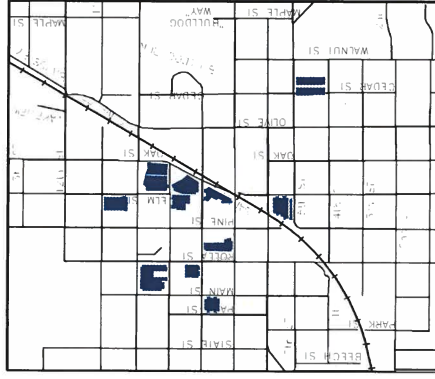
CITY COUNSELOR

v.c.2

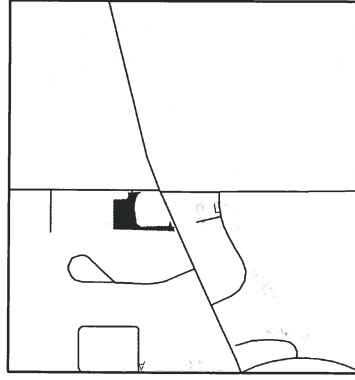
2021 Parking Lot Sealer



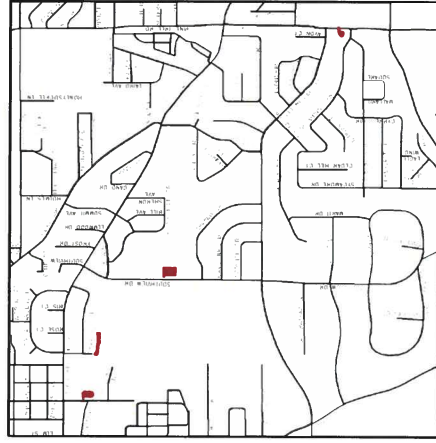
Public Works



Recycling



Parks



Name	Time & Day	Restrictions
RMU lot	6 PM Friday-6 AM Monday	Time
Band Shell	6 PM Friday-6 AM Monday	Time
City Hall	1 PM Saturday-6 AM Monday	Time
Police	Any	Half at a time
Benton Square	ANY	None
6th/Elm	ANY	Half at a time
PCB	1 PM Saturday-6 AM Monday	Time
Behind Sydneys	Monday-Friday	Half at a time
Church Rolla/8th	Monday-Saturday	Half at a time
9th/Rolla	Any	Half at a time
Post Office	Any	Half at a time
Green Acres 1	Any	None
Green Acres 2	Any	None
Parks O Hwy	Any	None
Veterans Park	Any	None
Recycling	Monday-Friday	Half at a time



VC.3

EXHIBIT A

CONTRACT AGREEMENT

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

WITNESSETH:

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

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **2021 Surface Sealing Treatment Parking Lots, PROJECT 524**.

V.C.4

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

V.C.5

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$40,352.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

V.C.6

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

V.C.7

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz,  City Administrator

ACTION REQUESTED: Motion

ITEM/SUBJECT: Request by S&T–Interfraternity Council–Sept. 2021 Greek Week Games

BUDGET APPROPRIATION: NA

DATE: April 5th, 2021

COMMENTARY:

The S&T IFC is again requesting use of the Rolla National Airport Extravaganza site for their Greek Week games on September 11th and 18th (subject to COVID conditions). The event has taken place for at least 16 years and cooperation has generally been very good. The request includes approval of beer sales, which requires a State license, insurance, security, and bus transportation for all participants with the exception of event organizers.

Recommendation: Motion to approve use of RNA fields for Greek Week Games in September 2021 with beer sales subject to COVID restrictions and safety guidelines.

Interfraternity Council

April 5, 2021
Meeting
Tau Kappa Epsilon Fraternity
3 Fraternity Drive
Rolla, MO 65401

MISSOURI
S&T



City of Rolla

City Hall P.O. Box 979

Rolla, MO 65401

Mr. John Butz,

I would like to request the use of the Eulesian Fields/Extravaganza Site at the Rolla National Airport on behalf of the Missouri S&T Interfraternity Council for our Annual Greek Week Games Saturday, September 11th, 2021, and Saturday, September 18th, 2021. I would also enjoy the privilege to work on said fields during times they are not in use to provide maintenance and mowing before the games.

The Council would also like to request to have alcohol present from a local permitted and licensed vendor as we have in years past. We will be hiring two members of the Rolla Sheriff's Department to check ID's and will be following our Risk Management Policies approved by the campus for the event. We are currently pursuing the same insurance policy through the Campus as we have used the past couple of years with the city listed as co insured.

I, or someone of our Executive Board, will be able to attend any of the upcoming City Council meetings to answer any questions anyone might have. If you have any questions for me directly, please feel free to call me or email me.

Sincerely,

Nick Suda

IFC Fields Chair

Cell: (314) 501-0150

Email: njsbhk@umsystem.edu

VI.A.2

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Resolution to Extend Lease with Downtown Barber Shop

BUDGET APPROPRIATION: \$8,940

DATE: April 5th, 2021

COMMENTARY:

The City has leased 1004 N. Pine St. to the Downtown Barber Shop since 1995. It's been a very good relationship for both parties. The current lease has now expired and the parties desire another three year term with a 6.4% increase to \$745/month – all other terms to remain in effect.

Recommendation: Motion to approve the Resolution and contract with Downtown Barber Shop.

VI. 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 AN AMENDMENT TO COMMERCIAL LEASE BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE DOWNTOWN BARBER SHOP.

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 is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an Amendment to Commercial Lease between the City of Rolla, Missouri, and the Downtown Barber Shop, for property located at 1004 N. Pine Street.

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 5th DAY OF APRIL, 2021.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

VI. B. 2

AMENDMENT OF COMMERCIAL LEASE

THIS AMENDMENT is made and entered into this 1st day of May, 2021, by and between the CITY of ROLLA, MISSOURI, Lessor, and Downtown Barber shop, a Missouri corporation, Lessee.

WHEREAS, Lessor and Lessee did enter into a Lease Agreement dated January 10, 1995, covering premises in the county of Phelps, State of Missouri known and numbered at 1004 North Pine Street, Rolla, Missouri, all as more particularly described therein; and,

WHEREAS, said Lease was renewed by Lessee on January 1, 1998, January 2, 2001, December 1, 2003, December 1, 2011, December 1, 2014, and December 1, 2017.

WHEREAS, Lessor and Lessee wish to provide for an extension and modify other terms and conditions of said Lease.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. The term of the Lease shall be extended for an additional period of Three (3) years commencing on May 1, 2021 and ending on April 31st, 2024.
2. Said Lease shall be modified as set forth hereafter:
 - a) The rental for the premises shall be Seven Hundred Forty Five Dollars (\$745) per month during the term of this lease.
3. Except as specifically modified herein, all other terms and conditions of the Lease Agreement and subsequent Amendments referred to above shall remain in full force and effect.

LESSEE:

Dennis Michael Foster
Downtown Barber Shop

Louis J. Magdits, IV
Mayor, City of Rolla, Missouri

VI . B. 3

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Resolution

ITEM/SUBJECT: License Agreement with Missouri S&T for Canopy within the right-of-way of Elm Street

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 4/5/2021

COMMENTARY:

Attached is a proposed license to allow the Missouri University of Science and Technology Little Miners Child Care Center to construct and maintain a canopy within the public right-of-way. This canopy would be located adjacent to 1207 of Elm Street.

S&T is renovating the Bell Cultural Center to house the new Little Miners Child Care Center. Attached is a copy of a post from the S&T website describing the project.

The canopy will encroach approximately 6 feet into the right-of-way of Elm Street and will be used to cover the main entrance to the facility. The public sidewalk area will not be impacted. A drawing is attached to the agreement depicting this proposed canopy and its location.

Staff recommends approval.

ITEM NO. VI.C.1

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A GRANT OF LICENSE BY THE CITY OF ROLLA BETWEEN MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY LITTLE MINERS CHILD CARE CENTER AND THE CITY OF ROLLA, FOR THE CONSTRUCTION AND MAINTENANCE OF A CANOPY.

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 Grant of License by the City of Rolla between Missouri University of Science and Technology Little Miners Child Care Center, and the City of Rolla, Missouri, for the construction and maintenance of a canopy a copy of said contract being attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 5TH DAY OF APRIL 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI.C.2

EXHIBIT A

GRANT OF LICENSE BY THE CITY ROLLA

This is a license to Missouri University of Science and Technology Little Miners Child Care Center at 1207 North Elm Street, Rolla, Missouri, to utilize certain City-controlled public right of way described herein for the following purposes:

To construct and maintain a canopy within the public right-of-way adjacent to 1207 North Elm.

In consideration of the payment of the sum of One Dollar, paid to the City of Rolla, the City of Rolla does hereby grant Missouri University of Science and Technology Little Miners Child Care Center the use of the below described property for the purpose set out above subject to the following terms and conditions:

- 1) The City property to be used is described as follows:
 - A) Construct and maintain a canopy within the public right-of-way of Elm Street adjacent to 1207 North Elm Street. The canopy will be constructed as shown in the Exhibit A.
- 2) Licensee accepts the above described property as is and agrees to keep said property in good repair to prevent any change in condition or prevent any dangerous condition or unattractive nuisance from developing.
- 3) Licensee shall not sublet the properties described herein or any part thereof or assign use of the right of ingress and egress to said property to any person or persons or in any way allow any other usage of said property unless described herein without the written consent of the City of Rolla.
- 4) The term of this license shall begin _____, 2021 and shall remain as long as said use is owned by Missouri University of Science and Technology Little Miners Child Care. Said license may be terminable upon ninety (90) days' notice to licensee unless the City of Rolla shall declare same an emergency and in that case the City of Rolla may obtain possession of said property and cause the use herein set out to cease.
- 5) Licensee shall be required to provide a Certificate of Insurance in such sums as shall be necessary to protect the City of Rolla and further shall require that the City of Rolla be listed as co-insured on any policy held by licensee. The licensee shall hold the City harmless from any incident or accident arising out of the use or operations specified herein.
- 6) This license is not an easement, shall not be considered an easement, and this document may not be recorded in the recorder of deeds' office in any county in the State of Missouri or anywhere else. This is a license and, therefore, a limited grant, **not** running with the land and giving no rights other than those set out herein in the properties described herein.
- 7) Licensee covenants and agrees that City shall not be liable for any claims, actions, damages, liability or expense in connection with loss of life, personal injury and/or damage to property, however caused, or for any other damages or liability, arising from or out of the occupancy or use by the Licensee of City's property or any part thereof, or occasioned by persons coming on City's property with the express or implied invitation of Licensee, or arising from or

VI.C.3

out of any activity of Licensee on the property of the City, including without limitation any use or activity permitted under this License.

- 8) Licensee covenants and agrees, at Licensee's sole cost and expense, to indemnify, defend the City (with legal counsel reasonably acceptable to the City), and hold the City, its officers, employees, agents, successors and assigns, harmless from and against any and all claims, suits, administrative proceedings, losses, judgments, damages, encumbrances, liens, defense costs, attorney fees, that may be incurred by, asserted or awarded against City as a result of or arising out of the occupancy or use by the Licensee of the City's property or any part thereof, or occasioned by persons coming on the City's property with the express or implied invitation of Licensee, or arising from or out of any activity of Licensee on the City's property, including without limitation, any use or activity permitted under this License, or as a result of or arising from any breach by Licensee of Licensee's obligations under this License. Licensee's obligations and liabilities as to such indemnification shall survive the term of this License.
- 9) This License shall be deemed to have been granted and made in Phelps County, Missouri, and is governed by the laws of the State of Missouri. Licensee agrees that this License concerns solely the use of certain real property situated in Phelps County, Missouri, owned by the City and to be used by Licensee in the pursuit of a for profit business endeavor and enterprise. For these reasons, Licensee freely and voluntarily agrees that any legal action which may in the future be brought concerning the meaning of this License, the parties' respective rights under this License, the enforcement of this License, or to seek a remedy of a breach of this License, shall be filed and instituted in the Circuit Court of Phelps County, Missouri.
- 10) As a material inducement to the City to grant this License and for the City to permit Licensee to engage in any activity permitted under this License, Licensee warrants and represents to the City (i) that the person executing this License in behalf of Licensee has been duly authorized by a Resolution of the Missouri University of Science and Technology Little Miners Child Care Center to execute this License and to bind Licensee thereby; and (ii) that upon such execution, this License shall constitute a valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms and conditions.
- 11) With the grant of this License, City does not waive any governmental or sovereign immunity and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this License.
- 12) Should the City employ attorneys to enforce any of the terms and provisions of this License, or to remedy a breach or default of the terms and provisions of this License, including the institution and prosecution of any lawsuit or other legal action against Licensee, and should a final judgment be entered in favor of the City as a result, Licensee agrees to pay the City all reasonable costs, charges and expenses, litigation costs and suit monies, including attorneys' fees, expended or incurred in connection therewith.

Dated and signed this _____ day of _____ 2021.

City of Rolla, Missouri

By: _____
Louis J. Magdits, IV,
Mayor

ATTEST:

Lorri Thruman, City Clerk

Missouri University of Science and
Technology Little Miners Child Care
Center

By: _____
[printed name]

[title of authorized person signing]

VI.C.5

Missouri S&T wins \$2.7 million CARES Act grant to establish child care center

Posted by [Sarah Potter](#)

On October 9, 2020

Missouri S&T will establish a child care center on campus after winning a multimillion-dollar grant as part of the Coronavirus Aid, Relief and Economic Security (CARES) Act Child Care Plan.

Missouri Gov. Mike Parson [announced](#) on Friday, Oct. 2, that Missouri S&T would receive \$2,710,252 to provide child care to the Rolla region.

“Access to quality child care is critical for working families, and attending college is often a full-time job,” Parson said. “With this funding, we have an opportunity to not only expand access to child care for student parents, but also strengthen our early childhood offerings, both of which are crucial to developing a strong workforce and moving our state forward.”

Missouri S&T interim [Provost Stephen Roberts](#), the grant’s lead author, says the facility will transform Rolla and Phelps County into a more desirable home for university students and employees.

“The Little Miners Child Care Center will help satisfy one of our community’s greatest needs by providing affordable, high-quality child care,” says Roberts. “The establishment of a child care center has been a long-time priority for our staff, faculty and students who are parents of small children, and the center will become fully integrated into our diverse and vibrant campus life. It will certainly benefit from the stability of location at a public land-grant university with a 150-year history of growth and continuous operation.”

V.I.C. 6

Missouri awarded grants to five university campuses to expand access to high-quality child care, especially for low-income families, by requiring that at least 30 percent of the children enrolled be eligible for child care subsidies.

“We’re pleased to be able to serve low-income families because we can provide high-quality child care to our students, employees, staff and community members,” says [Dr. Kathy Northcut](#), Missouri S&T’s interim vice provost of academic support and co-author of the grant. “The university has been attempting to establish a child care center for more than a decade.”



Missouri S&T's Southwestern Bell

Cultural Center was built in 1959 and currently houses cultural programs. The university will renovate the building for the new Little Miners Child Care Center. Photo by Missouri S&T

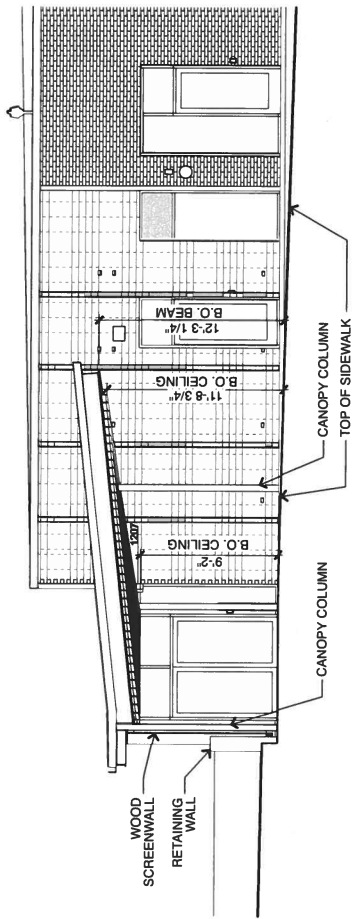
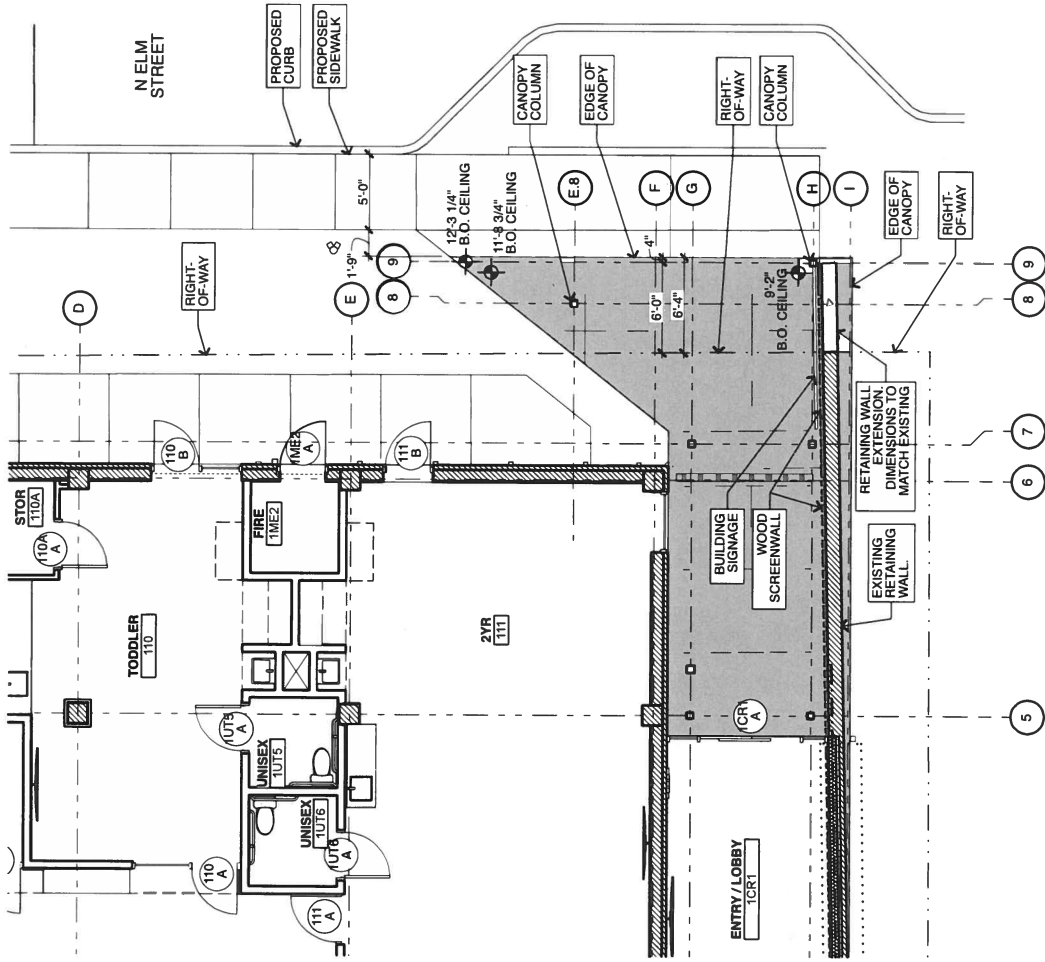
At Missouri S&T, the Little Miners Child Care Center (LMC3) will be located at 1207 N. Elm St. in the Southwestern Bell Cultural Center. The university will use the majority of the grant funding to remodel the building to meet health, safety and sanitation standards. The facility will enroll up to 76 children ages 6 weeks to 5 years.

LMC3 will provide relief for families in Phelps County, where only 11% of demand for child care is met with existing licensed facilities, according to a 2018 Missouri Budget Project report. Qualifying members of the community include undergraduate students, graduate students, campus staff, faculty and Rolla area workers.

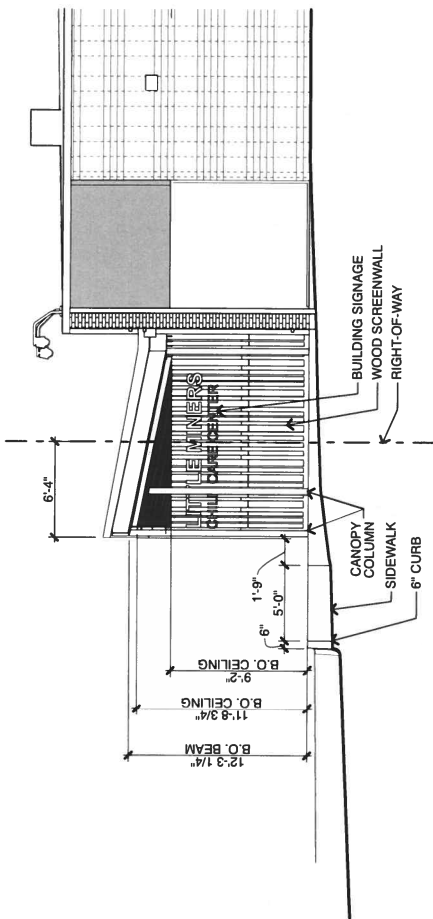
In accordance with Missouri S&T's mission, the university chose STEM-focused curricula to provide the children a solid start on these subjects. LMC3 will include an outdoor container garden, and students will have the opportunity to care for the plants, fruits, vegetables and herbs grown on site. The center's program services will be developed in partnership with S&T's teacher education and certification department and the early childhood program of The Community Partnership of Rolla, a local non-profit that provides services for children and families.

Roberts says the child care center also helps meet S&T's objective of inclusive excellence by improving access for and retention of underrepresented students, staff and faculty. He says the university is always seeking ways to improve recruitment of women and underrepresented populations.

The center will open by fall 2021 after renovations to the building are complete and a director and staff are hired and trained.



2 EAST CANOPY ELEVATION
SCALE: 1/8" = 1'-0"



3 NORTH CANOPY ELEVATION
SCALE: 1/8" = 1'-0"

Missouri University of Science and Technology
Little Miners Child Care Center

Missouri University of Science and Technology
1207 N Elm
Rolla, MO 65401

V.C.9.

Issued:	03/29/21
Revised:	AS NOTED
Scale:	CC
Drawn:	AW
Checked:	2023
Job:	

EXHIBIT A

DAKE | WELLS
Architecture
1324 PLYMOUTH AVENUE, SUITE 300
ROLLA, MISSOURI 65401
P: 573.371.8200
F: 573.371.8205
Site Contact: Anthony Podmoroff
Copyright 2021, Dake Wells Architecture, Inc.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Resolution to Approve Timber Contract at Rolla Airport

BUDGET APPROPRIATION: \$45,000

DATE: April 5th, 2021

COMMENTARY:

The City last timbered trees from the 88 acres of forest located at Rolla National Airport approximately 40 years ago. The City retained the services of Schmidt Forestry Consulting to assess and then solicit the harvesting process. The City received three offers to timber trees in excess of 16”.

Mid-MO Logging	Steelville, MO	\$48,350
Harper Sawmill	Summersville, MO	\$32,500
NATA LLC	Steelville, MO	\$43,333.33

Upon review of services, the city is recommending an award and contract with Mid MO Logging. The City required proof of insurance and Worker’s Compensation which limited the number of qualified bids.

Recommendation: Resolution to approve the Contract with Mid-MO Logging

VII.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 CERTAIN SERVICE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MID MO. LOGGING, LLC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Service Agreement between the City of Rolla, Missouri and Mid Mo. Logging LLC, a copy of said agreement being attached hereto and marked Exhibit A.

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

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

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VII . A . 2

TIMBER SALE CONTRACT

An agreement entered into this 5th day of April, 2021 between the City of Rolla, 901 N. Elm St., Rolla, Mo. 65402 hereinafter called the "Seller", and Mid-MO Logging LLC, PO Box 491, Steelville, MO 65565 hereinafter called the "Purchaser".

Witnesseth:

ARTICLE I. The Seller hereby agrees to sell to the Purchaser, subject to the terms listed below, all the timber specified below, on a certain tract owned by the seller, located in Pt. Sec.; Twp.N-Range W, County of Maries, State of Missouri, located on 88 acres, more or less.

ARTICLE II: The Purchaser agrees:

1. To pay Seller \$48,350.00 as full lump sum payment for all specified timber on the described tract at time of the signing of this contract.
2. To cut and remove only trees 16 inches in diameter or larger and any downed or dead trees. Diameters are measured at 12 inches above ground level on the uphill side. Only saw log timber may be removed.
3. To completely fell any tree that you start to cut.
4. To comply with the reasonable recommendations of, Russell Schmidt with respect to the location of logging roads, skid trails, decks and loading areas so as to minimize damage and potential erosion of the property. Purchaser shall grade forest logging roads, decks, and loading areas upon completion of harvesting so that these areas are passable, not subject to erosion, and capable of being traversed by normal or common farm tractors. All wet weather woods ruts over 4 inches will be filled in. All existing roads, fields and fences will be left in equal or better condition than existed prior to logging.
5. To carry general and comprehensive liability insurance in compliance with all applicable state regulations and to name the City of Rolla as "additional insured". A policy declaration shall be filed with the City upon execution of this Agreement.
6. To maintain Worker's Compensation coverage on any employees engaged by Purchaser under this agreement.
7. Not to assign this agreement in whole or in part to a third party without the written consent of the Seller.
8. To remove any and all tree tops that falls into any field or upon a fence. Fences shall be repaired in equal or better condition than existed prior to logging.
9. To remove all litter or debris generated as a part of the logging operation such as lunch sacks, oil cans, paper cups, etc. If machinery needs fluid changing, no fluid shall be drained on the ground. All fluids shall be removed from property.
10. To complete the terms of this contract by April 1, 2022.
11. To use reasonable caution to protect from unnecessary injury young growth and other trees not designated for cutting.
12. To allow the Seller to cut and remove any portion of a tree left on the ground by the Purchaser after he has removed his products.
13. To pull all logs into main skid trail prior to skidding to deck.

VII. A. 3

14. As directed by Russell Schmidt, to cease logging during excessive wet periods when rutting occurs. Purchaser shall be granted additional days on the end of the contract to compensate for days lost due to weather or other unforeseen delays.

15. To repair skid trails on slopes to reduce erosion. Repairs may consist of adequate water bars or pulling tree tops into skid trails at appropriate intervals.

16. To hold the Seller and his agents harmless from any and all liability on account of any claim whatsoever, for wages, supplies, equipment, damage, and injury to persons or property arising in connection with any activity conducted or undertaken by the Purchaser, Purchasers agents or employees under the terms of this contract.

17. In the event any of the above conditions and requirements of this contract are disregarded, Russell Schmidt may terminate the Purchaser's operations until violations of these conditions and requirements are corrected to the satisfaction of Mr. Schmidt. Persistent disregard for these conditions and requirements shall be sufficient cause for termination of this contract by the Seller, and forfeiture of all payments to date. All remaining timber shall revert to the Seller.

18. The road should be maintained in an open condition at all times to allow ingress and egress of traffic customarily transgressing the property.

19. Producer is required to obtain a City Business License from the City of Rolla, Finance Department.

ARTICLE III: The Seller agrees:

1. To guarantee title to the forest products covered by this agreement and to defend title to forest products against all claims at his expense.
2. To grant and secure necessary entry and right-of-way to the purchaser and his employees on and across the area covered by this agreement, and also other privileges usually extended to Purchasers.

Agreed and accepted this 5th day of April, 2021.

SELLER: _____

Agreed and accepted this _____, 2021.

PURCHASER: _____

VII, A.4

SOLICITATION OF BID FOR SAWTIMBER

SCHMIDT FORESTRY CONSULTING, INC
RUSSELL SCHMIDT, CERTIFIED FORESTER
573/578-6052

February 23, 2021

You are invited to bid on sawtimber located as follows:

Pt. Sec.11, 12; T39N-R8W, Maries County, Mo. Approximately 82 acres, more or less, City of Rolla, Owner, John Butz, City Administrator.

The timber will be shown Wednesday, March 10, 2021 at 9:00.

Interested buyers should meet at the intersection of Highways 63 and FF, across from the Rolla Airport at Vichy, Mo. Please use attached aerial photo and county maps for further locations. For additional directions please contact Russell Schmidt, 573-578-6052.

Sawtimber Description:

Estimated sawtimber volume 259,877 board feet, Inter. 1/4 inch tree scale with white oak being the primary species. Good quality and mostly easy logging. See attached spread sheet for volumes by species and diameter. Volumes are estimates and are not guaranteed. Buyers should make their own volume estimates. Only trees 16 inches in diameter or larger may be cut. Diameters are measured at 12 inches above ground level on the uphill side. Any dead or down tree may be removed. Successful buyer will have 2 weeks following notification to sign contracts and 12 months from date of contract signing to complete contract. Bids will be based on lump sum, payable on signing of contract. Cutting may continue during gun deer season and spring turkey season.

To carry workmen's compensation insurance in compliance with all applicable state regulations and to carry general and comprehensive liability insurance with a minimum of \$500,000 occurrence limit. Buyer will also be required to buy a \$50 city business license.

Bid Instruction:

Return bids in sealed envelope labeled "Rolla Sawtimber Bid" to:

Russell Schmidt, Consulting Forester

P.O. Box 1441

Rolla, Mo. 65402

By Wednesday, March 17, 2021 at 11:00 am. Bids will be opened at that time.

The owner reserves the right to reject any or all bids.

AMOUNT OF BID: 49,350⁰⁰ LUMP SUM
NAME OF BIDDER: Mid Mo. Logging LLC
ADDRESS: Po Box 441
CITY: Steelville Mo. 65565
PHONE: 573-241-7512
SIGNATURE: Jerry Conway

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director
ACTION REQUESTED: Motion to approve

ITEM/SUBJECT: Rolla Parks Facility Rates

BUDGET APPROPRIATION: \$20,000

DATE: April 5, 2021

COMMENTARY:

Annually, staff initiates a review of all facility revenues and expenses throughout the parks system. Reviewing comparable and nearby cities, evaluating disparities in revenue/expense due to Covid, minimum wage increases, and ongoing maintenance due to age of facilities, staff is recommending the following fee increases:

Splash Zone (Last Increase 2016)

	Current Fee	Proposed Fee
Daily Admission Rate	\$5 per person	\$6
Family Season Pass	\$150	\$175
Individual Season Pass	\$75	\$100
Additional Child	\$10	\$15
Additional Adult	\$15	\$25
Value Pass	\$75 for 18 visits	\$75 for 15 visits
Military Family Rate	\$4 per person	\$5 per person
Rental Base Rate	\$150 per hour, up to 100 guests	\$200 per hr, up to 100
Rental Add-On	\$50 per hr for each additional 50 guests	\$100 per hr, for + 50
Birthday Rentals (up to 15)	\$150 per hr and a half (incl food)	\$200 per 1.5 hr, (incl food)

Splash Zone	2020	Pre-Covid 2 yr avg
Days open	72	75
Attendance total	7,417	10,330
Attendance daily avg	103	147
Rentals	5	26.5

Expense	2020	2-yr avg	21 Proj.
Personnel	\$ 61,662	\$ 68,273	\$79,600
Supplies (Conc & Util)	\$ 33,345	\$ 42,279	\$39,000
Services (Chem & Rep)	\$ 6,535	\$ 6,697	\$ 6,600
Maintenance (Repairs)	\$ 13,909	\$ 13,233	\$14,000
Expense Totals	\$115,451	\$130,482	\$139,200
(Does not include Capital)			
Revenue	\$ 56,393	\$ 84,047	\$80,000
Deficit	(59,058)	(46,435)	(59,200)

VII.B.1

ITEM NO. _____

Other Park Facilities (Last Increase 2013, 2015 for community hall)

	Current Fee	Proposed Fee
Bandshell	\$25 for 1 st 2 hours, \$10 each addtl hour	\$15 per hour
Pavilions	\$15 for 1 st 2 hours, \$5 each addtl hour	\$10 per hour
Eugene Northern	\$20 per hour	\$25 per hour
Eugene Northern	\$40 per hour (for commercial activity)	\$50 per hour

	2020	Pre-Covid 2 yr avg
Pavilion/bandshell rev	\$175	\$3,899
Eugene Northern rev	\$3,660	\$9,558
Expense	\$17,703	\$11,770

Recommendation: Motion to implement new SplashZone/Park fees effective May 1st.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award/Ordinance Motion/1st Reading

ITEM/SUBJECT: Project #493 – Oak Street Improvements

BUDGET APPROPRIATION: \$400,000 DATE: 4/5/21

COMMENTARY:

City staff received bids for Project #493 – Oak Street Improvements. The bids were as follows:

Donald Maggi Inc. PO Box 66 Rolla, MO 65402	\$312,894.50
--	---------------------

This project will construct new curbs, sidewalks and ramps on Oak Street from 6th Street to Highway 72 and on Olive Street from Highway 72 to the South approximately 150 feet.

Staff is requesting a motion to award the bid to the low bidder, Donald Maggi Inc., and the first reading of an ordinance authorizing the Mayor to enter into the contract with Donald Maggi Inc. for \$312,894,50

ITEM NO. VII.C.1



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

Phone: (573) 364-8659 FAX: (573) 364-8602 e-mail: shargis@rollacity.org www.rollacity.org

Oak Street Improvement PROJECT 492 March 17th, 2021					
				Donald Maggi Inc. PO Box 66 Rolla, MO 65402	
ITEM NO.	DESCRIPTION	QTY.		UNIT PRICE	EXTENDED TOTAL
1.	3' Curb and Gutter	300	LF	\$ 30.00	\$ 9,000.00
2	2' Curb and Gutter	4,500	LF	\$ 22.75	\$ 102,375.00
3	6" Concrete Drive	5,600	SF	\$ 7.50	\$ 42,000.00
4	4" Concrete Sidewalk	25,500	SF	\$ 4.90	\$ 124,950.00
5	Truncated Domes	610	SF	\$ 48.20	\$ 29,402.00
6	7" Concrete Pavement	650	SF	\$ 7.95	\$ 5,167.50
TOTAL BID PRICE				\$	312,894.50

VII.C.2

EXHIBIT A

CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **Oak Street Improvements, PROJECT 493**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **Oak Street Improvements, PROJECT 493**.

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

VII.C.4

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$312,894.50 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract and that the Contractor shall complete said work within 120 consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

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

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

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

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

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

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

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

VII, C.5

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

VII . C . 6

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 DONALD MAGGI, INC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Contract between the City of Rolla, Missouri and Donald Maggi, Inc., 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 APRIL 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VII.C.7

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award/Ordinance Motion/1st Reading

ITEM/SUBJECT: Project #522 – 2021 Microsurfacing

BUDGET APPROPRIATION: \$550,000.00 DATE: 04/05/21

COMMENTARY:

City staff asked for and received bids for the 2021 Microsurfacing. The bids were:

Donelson Construction Co., LLC	\$464,800.72
1075 Wise Hill Road	
Clever, MO 65631	

Staff recommends award of the bid to Donelson Construction Co., LLC for \$464,800.72. A copy of the Bid Tab and project map is attached. This project will seal approximately 7.4 miles of city streets.

In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with Donelson Construction Co. LLC for \$464,800.72.

ITEM NO. VII. D. 1



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

Phone: (573) 364-8659 FAX: (573) 364-8602 e-mail: shargis@rollacity.org www.rollacity.org

2021 MICRO SURFACING PROJECT 522 MARCH 17, 2021					
			Donelson Construction Co., L.L.C. Michael Donelson 1075 Wise Hill Rd. Clever, MO 65631 Phone: 417-743-2694 E-mail: mdonelson@cleverstone.com		
ITEM NO.	DESCRIPTION	QTY.		UNIT PRICE	EXTENDED TOTAL
1.	MAQS-1	109,631	SY	\$ 2.87	\$ 314,640.97
2.	MAQS-2	46,203	SY	\$ 3.25	\$ 150,159.75
TOTAL BID PRICE				\$	464,800.72

VII . D. 2

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Donelson Construction Co., L.L.C. Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of "**2021 Micro Paving Project 522**", in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of "**2021 Micro Paving Project 522**".

VII.D.3

EXHIBIT A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

VII . D. 4

EXHIBIT A

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$464,800.72 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work when Notice to Proceed is issued and complete said work by **August 1, 2021.**

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

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

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

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

VII.D.5

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My Commission Expires: _____
Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

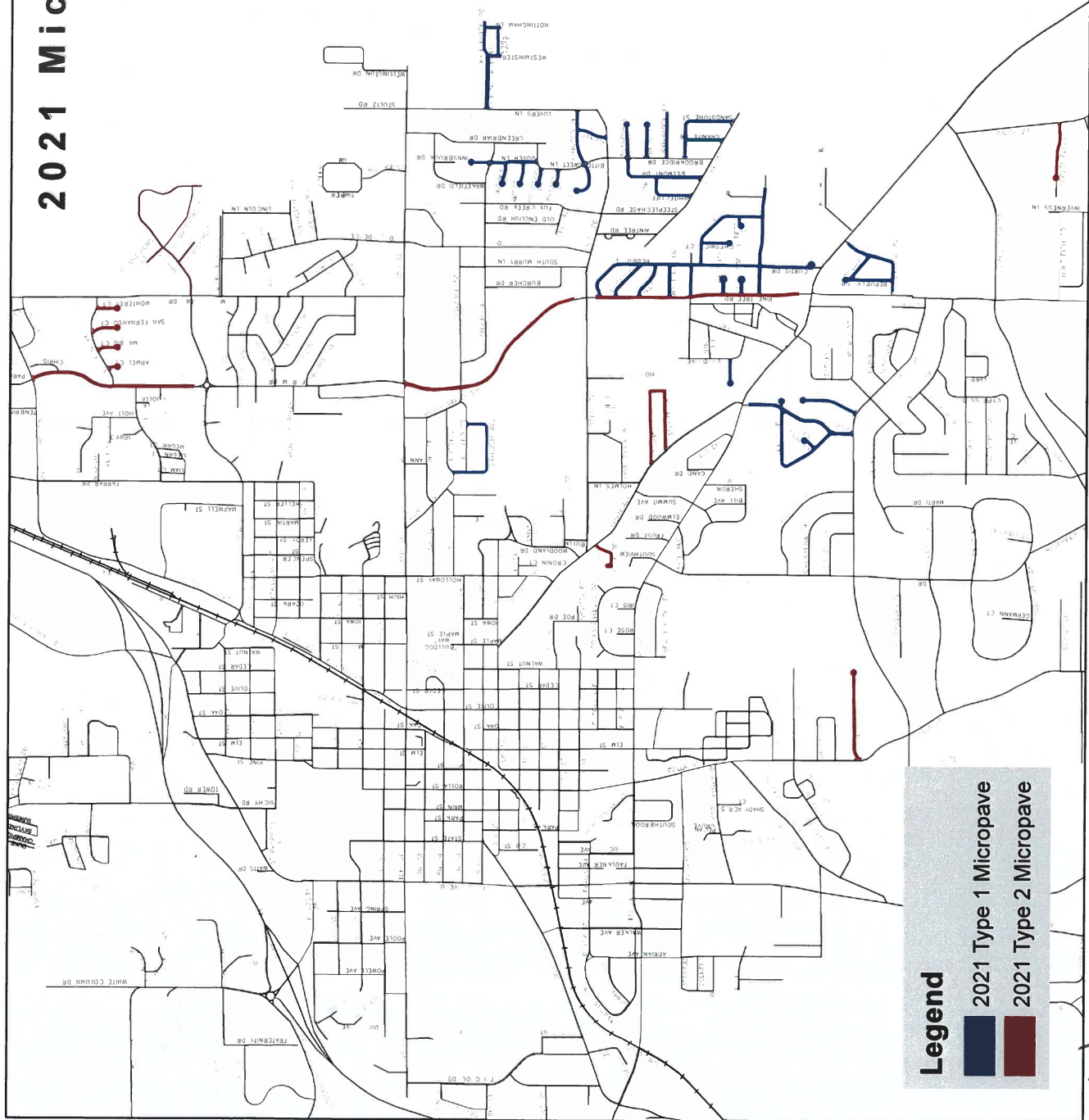
My Commission Expires: _____
Notary Public

VII. D. 6

2021 Micropave



STREET NAME	TYPE	LENGTH LF	SQ YARDS
AMBER	Type 1	335	1481
ASHWOOD	Type 1	1283	4856
AUTUMN	Type 1	320	1502
BELMONT	Type 1	502	6520
BRIARWOOD	Type 1	520	2310
BRIGHTON	Type 1	830	3114
CANTLEBURY	Type 1	482	1502
CHEWICK	Type 1	336	1583
COMMERCIAL DRIVE	Type 1	1125	3755
CURTIS DRIVE	Type 1	2004	7117
DAMEWOOD	Type 1	385	1086
DOGWOOD	Type 1	578	2256
DONALD DRIVE	Type 1	387	2173
DOVER	Type 1	1160	3638
GRANDISIR AVENUE	Type 1	1421	4105
GRANITE	Type 1	513	1808
HALIFAX	Type 1	1622	5735
HAMPTON	Type 1	220	1110
KENSINGTON PKWY	Type 1	760	3787
KENNINGTON SQ	Type 1	480	1334
NEW CASTLE	Type 1	1596	6598
NEWCASTLE CT	Type 1	117	698
MEADOW CT	Type 1	504	1792
NOTTINGHAM LANE	Type 1	238	1473
OAK TREE LANE	Type 1	415	1473
OCTOBER	Type 1	459	1222
PEACH TREE	Type 1	516	1834
SHEERWOOD DRIVE	Type 1	1356	3918
TIPTON CT	Type 1	86	807
RICHARD FROM PINETREE-REDBUD	Type 1	432	1632
KEENEY CT	Type 1	387	1290
LEONARD AVE	Type 1	1025	2961
PILGRIM	Type 1	240	1091
REDBUD	Type 1	1481	5459
REPUBLIC DRIVE	Type 1	700	2200
SANDSTONE	Type 1	1155	4008
SCOTT SWALE	Type 1	1470	5023
VIBURNUM	Type 1	443	1700
WATERFORD	Type 1	241	1548
WESTMINSTER	Type 1	185	469
WHITECLIFF	Type 1	695	2487
CARMEL COURT	Type 2	170	890
ELLIOTT DRIVE	Type 2	1010	652
FOREST DRIVE	Type 2	825	2722
GENE DRIVE	Type 2	510	1770
MALIBU CT	Type 2	316	1414
MONTREY CT	Type 2	362	1380
PINETREE ROAD FROM SWEET-72 HWY	Type 2	1615	4374
SAN FERNANDO CT	Type 2	406	1665
VICTORIA LANE	Type 2	1300	4787
PINETREE ROAD FROM SWEET-10TH	Type 2	1100	5774
FORUM FROM OLD ST-ROUND ABOUT	Type 2	2360	20815
total		7,418	158834 sq yards



Legend

- 2021 Type 1 Micropave
- 2021 Type 2 Micropave

VII.D7

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 DONELSON CONSTRUCTION COMPANY, LLC FOR 2021 MICROSURFACING, PROJECT #522.

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 Donelson Construction Co., LLC, for 2021 Microsurfacing, Project #522, 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 APRIL 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award /Ordinance 1st reading

ITEM/SUBJECT: Project #359 – University Drive Realignment

BUDGET APPROPRIATION: TDD

DATE: 05/04/20

COMMENTARY:

On behalf of the Move Rolla Transportation District, staff requested bids for Project 359- University Drive Realignment. This project moves the present University Drive/ US Highway 63 intersection south to generally align with the present Miner Circle.

The project is part of the Missouri S&T Master Plan and will provide a new direct connection to Miner Circle Drive which serves as the Missouri S&T campus “front door”. The new entrance to campus will be defined by new signage and landscaping that will clearly identify the access to campus and student services.

This new intersection with US Highway will be a new roundabout. This type of intersection was selected after extensive intersection analysis and coordination with MoDOT and FHWA. This intersection type best met the goals of the Move Rolla TDD program, City and the University by providing an intersection that improved both pedestrian and vehicular safety as well as traffic flow.

The project was bid with both options of concrete or asphalt pavement. The following bids were received:

Asphalt Alternative

Don Maggi, Inc. of Rolla Missouri	\$2,884,920.92
Phillips Hardy Inc. of Columbia Missouri	\$3,236,992.96

Concrete Alternative

Don Maggi, Inc. of Rolla Missouri	\$3,058,539.86
Lehman Construction of California Missouri	\$3,824,793.00

VII.3.1

Staff recommended to the TDD Board that the bid be awarded to Don Maggi, Inc. of Rolla Missouri for the asphalt option for \$2,884,920.92. Don Maggi, Inc. bid both the asphalt alternative and concrete alternative on the same bid form and added both these options in their total. It was not apparent until the bids were evaluated that this bid was the lowest. This bid was incorrectly submitted and could have been considered non responsive and rejected. Given that the bid was based on unit prices for measured quantities, the intent to bid both options on the same bid form was obvious.

Staff recommended to the TDD Board that they waive these irregularities as allowed in the bid form and the bid be awarded to the low bid by Don Maggi, Inc. of Rolla Missouri for the asphalt option for \$2,884,920.92.

In addition both staff and our consultant evaluated the life cycle cost of the concrete and asphalt options. Both agreed that given the \$352,072.04 difference, the asphalt option was the best based on life cycle costs.

After review, the Move Rolla Transportation District Board of Directors recommend to the City Council that the bid be awarded to Don Maggi Inc. for the Asphalt Option for \$2,884,920.92, and that the irregularities of this bid be waived.

Staff also recommends this award, and that the Ordinance authorizing the Mayor to enter into an agreement with Don Maggi Inc. for the University Drive Realignment have its first reading.

EXHIBIT A

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Donald Maggi Inc. Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

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

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

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

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

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

VII . 2 . 3

EXHIBIT A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

a Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.

b Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

c Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

d Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

a Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

b The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

c Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

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

VII. E.4

EXHIBIT A

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$2,884,920.92 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work when Notice to Proceed is issued and complete said work by **May 15th, 2022.**

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of \$3,000.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

VII 8.5

EXHIBIT A

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

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

My Commission Expires: _____
Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My Commission Expires: _____
Notary Public

VII. 8.6

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 DONALD MAGGI, INC.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Contract between the City of Rolla, Missouri and Donald Maggi, Inc., a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: That this ordinance shall be 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 APRIL 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VII. E. 7

DRAFT

(March 29, 2021)

City Administrator's Goals & Objectives
January 2021 – December 2021

Continuous Development Process:

The Mayor and City Council are responsible for determining the vision, priorities and general policies of the City while the City Administrator and management staff are responsible for implementation of the strategic plan. Such guidance is achieved through the establishment of measurable goals and objectives – a critical element of any continuous improvement/development process. A fundamental belief in performance management is “if goals are not measurable they cannot be managed.” The annual review should take place in January for the preceding year. A mid-year review will be conducted in June/July to assess progress and to modify any action items that have changed due to circumstances beyond the City Administrator's control. The annual performance review will reflect a composite score or rating on a 100 point scale which may serve as a basis for salary review: a rating of < 70 points would suggest a 0% salary increase; 70 – 79 points would suggest a 1% increase; 80 – 89 points would suggest a 2% increase; and a 90 - 100 point rating would suggest a 3% salary increase. Any such performance increase is in addition to an annual C.O.L.A. (which all qualifying city employees may receive). In addition to the composite score the Council will also factor the overall satisfaction of the Administrator's behavior and day-to-day actions. **The actual increase will be established by City Council based on budgetary consideration.**

Weighted Priority: (100 points total)

20% Goal No. 1 – Economic Development

Objectives:

- 1) Airport Development Opportunities (5%)
 - a. Complete project closeout/report on Runway 4-22 (budget) by April 2021
 - b. Conduct review of Airport fueling program – financial analysis by July 2021
- 2) Rolla West/MRTDD (10%)
 - a. Complete Kingshighway construction project by May 2021 w/in 2% of construction contract of \$4.685M (Maggi)
 - b. Complete final design, property acquisition and bid process for University Dr. realignment by spring 2021 (total budget of \$8.5 M);
 - c. Complete conceptual design for Pine St. improvements into downtown by November 2021 and review w/ Council by December.
- 3) Sewer Treatment Plant Upgrades (5%)
 - a. Provide oversight (budget/schedule) of treatment plant upgrades – completion by December 2021 (Vichy/SE)

20% Goal No. 2 – Strategic Planning

Objectives:

- 1) Negotiate 2 phased engineering design services by March 2021. Submit final design and cost-estimating of Phase 1 shell construction by August 2021.
- 2) Finalize development plan for the Westside Market Place surplus property (40 acres) by July 2021 (i.e. land use, infrastructure, land valuation)
- 3) Review Zoning Code Policy (include “small housing” developments) by November 2021
- 4) Complete neighborhood development plan for Schuman/BerJuan area (current and possible land use issues; infrastructure needs) by July 2021.
- 5) Complete Sharp Rd property development plan by October 2021.

20% Goal No. 3 – Park & Rec Center Issues

Objectives:

- 1) Working with Power Wellness develop strategy and timeline for medical integration at Centre. Present strategy plan to Advisory Board by March 2021 and monitor Medical Integration Committee by May.

ix.B.1

- 2) Monitor Power Wellness contract provisions
 - i. July 1 budget submittal – membership, revenue, expenditures & cap ex – 3 year projection
 - ii. Review monthly financials by 15th of each month (profit/loss; cash flow)
 - iii. Review Incentive Fee metrics (October) – billable members; customer service; member utilization; Prospective member experience; employee engagement.
- 3) CIP plan - prioritize years 7 & 8 of Prop P Cap X funding. Review with Advisory Board by June and City Council by September; host annual public input/open house by June 2021.
- 4) Evaluate need for extension of 1/16th Prop P sales tax for park system improvements. Identify priorities and solicit public input by November 2021 (expires April 2023)
- 5) Solicit, review and evaluate feasibility of outsourcing SplashZone operations by October 2021

30% Goal No. 4 – Internal Operations & Fiscal Oversight

Objectives:

- 1) Thorough review of City’s Record Retention Policy and to research options/costs to electronic records and system backups by July 2020.
- 2) Complete FY2020 budget within 2% expenditures
- 3) Annually review health insurance benefits and claims experience with City Council by June (goal of 33% employee contribution).
- 4) Respond to IAFF Union Negotiations balancing both firefighter and public needs.
- 5) Update and submit to Council 10 Year Sustainability Plan within 30 days of final 2020 Audit - funding priorities and options for both the General Fund and the Rec Center Fund.
- 6) Review Police certification process and develop a program for compliance over three year implementation cycle. Review overall strategy and report to City Council by June 2021.
- 7) Review cost/options of updating the City’s website and social media pages by June 2020

10% Goal No. 5 – Performance Evaluation

Objective: To represent the City of Rolla in an exemplary manner.

Council feedback will be obtained on a prescribed “performance evaluation” form. Evidence of meeting this objective shall be submitted to the review committee and may include such items as elected or appointed positions in professional associations, municipal associations or other relevant organizations, objective citizen survey results, formal Council reviews, consultation with other municipalities or professional associations, or other evidence that the City has been represented in an exceptional manner. This objective recognizes that representing the City in a professional manner is an expected duty and responsibility of the City Administrator while recognizing that the City benefits or suffers from the image of the Administrator