

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

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, December 19th, 2022; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

COUNCIL ROLL: MORIAH RENAUD, TERRY HIGGINS, MEGAN JOHNSON, NATHAN CHIRBAN, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JAIED HALL, ROBERT KESSINGER, CAROLYN BOLIN, STANLEY MAYBERRY, VICTORIA STEEN, AND TINA BALCH

PLEDGE OF ALLEGIANCE
Councilman Rob Kessinger

I. PUBLIC HEARINGS –

- A. Postponement of Public Hearing regarding the re-adoption and revision of Chapter 42. (City Planner Tom Coots)

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Recognition for retired Fire Chief Ron Smith
- B. Representative Don Mayhew Report/Appreciation

III. OLD BUSINESS –

- A. **Ordinance** to allow the vacation of an easement at 700 Aldi Drive. (City Planner Tom Coots) **Final Reading**
- B. **Ordinance** to Consider April 2023 Prop P (Parks) Sales Tax Reauthorization (City Administrator John Butz) **First Reading**
- C. **Ordinance** to approve an amendment of Section 27-66 of the City of Rolla Code concerning speed limits. (Interim Public Works Director Darin Pryor) **Final Reading**
- D. **Ordinance** to return unused ROW along Kingshighway back to Investments Realty, formerly MACO Management Co. (Interim Public Works Director Darin Pryor) **Final Reading**
- E. **Ordinance** to return unused ROW along Kingshighway back to MOI Rolla Prop LLC, formerly Fairgrounds Chevrolet. (Interim Public Works Director Darin Pryor) **Final Reading**

IV. **NEW BUSINESS** –

- A. **Motion** to award bid for Sewer Flow Metering Services to Dukes Root control Inc. (Interim Public Works Director Darin Pryor)

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

- A. **Motion** to award bid to Octane Forklifts, Inc for a 2023 Octane FY30 Forklift. (Environmental Services Director Brady Wilson)
- B. **Motion** to award bid for Animal Control Truck to Hutcheson Ford. (Police Chief Sean Fagan)
- C. **Motion** to award bid for RPD Network rewiring project to Advanced Telephone LLC. (MIS Coordinator, Brian Kinsey)

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

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

- IX. **CLOSED SESSION** – Closed Session per RSMo 610.021- (3) Personnel

- X. **ADJOURNMENT** -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Postpone to January 17, 2023

SUBJECT: Re-adoption and revisions to Chapter 42 (Planning and Zoning) of the City of Rolla Ordinances for a complete overhaul of the zoning and subdivision codes; Re-adoption of the Zoning Map with necessary revisions for corrections and to account for changes to the zoning codes and zoning districts; and Amendments to sections pertaining to land use and zoning in Chapters 15, 20, 28, 29, 39, 40, and 41 of the City of Rolla Ordinances

MEETING DATE: December 19, 2022

Planning and Zoning Commission:

The Planning and Zoning Commission held a public hearing on December 13, 2022 and heard input from the applicant and several citizens. The Commission voted to continue the discussion to the January 10, 2023 Planning and Zoning Commission meeting.

Staff Recommendation:

Notice has been provided for the City Council to conduct a public hearing on the request at the December 19, 2022 City Council meeting. Staff recommends that the City Council postpone the public hearing to the January 17, 2023 City Council meeting to allow for the Planning and Zoning Commission to conclude their discussion and make a recommendation.

Prepared by: Tom Coots, City Planner

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Vacation of an easement at 700 Aldi Dr

(VAC22-05)

MEETING DATE: December 19, 2022

Application and Notice:

Applicant/Owner - Aldi Inc. c/o Alex Duprey
Public Notice - <https://www.rollacity.org/agenda.shtml>

Background: The applicant seeks to vacate an easement which crosses the subject property, running through the existing building. The easement was assumed to have been previously vacated when the property was platted. However, it does not appear that the easement was formally vacated or indicated to be vacated by the plat.

The property is under contract to be sold. The easement was discovered during due diligence after an ALTA survey was prepared. Their title company suggested that the easement may be a cloud on the title and that it should be vacated.

The area to be vacated does not have any utilities and is not needed.

Property Details:

Land area - Approximately 12,000 sq. ft. to be vacated.

Public Facilities/Improvements:

Utilities - No utilities are located in the easement to be vacated.

Discussion: The easement was assumed to have been vacated when the lot was platted. The easement is not needed. Staff recommends the easement be vacated.

Prepared by: Tom Coots, City Planner

Attachments: Exhibit; Ordinance

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF AN EASEMENT LOCATED ON 700 ALDI DRIVE

(VAC22-05)

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

SECTION 1: The location of the easement to be vacated is shown on the attached exhibit.

SECTION 2: The said area to be vacated is more particularly described as follows:

A fractional part of Railroad Lot 83 lying in NW1/2 of Section 14, Township 37 North, Range 8 West, an assessment 50 foot in width lying 25 feet on each side of the following described centerline. Beginning at the intersection of the North line of Railroad Lot No. 83, NW1/2, Sec. 14, T37N, R8W and the West ROW of US Highway 63, thence West along the North line of said Railroad Lot No. 83, 375.3 feet, thence S. 7° 54' W 30.3 feet to the South ROW of a County road and the point of beginning of this description: thence S. 7° 54' W 208.5 feet.

This vacation of the above Easement granted to the City of Rolla, Missouri, and recorded May 11, 1971, in Book 222, Page 129, Phelps County, Missouri Records is intended to vacate solely the portion of such Easement located on the Aldi Parcel described below:

ALL OF LOT ONE (1) OF ALDI SUBDIVISION, THE RESUBDIVISION OF A FRACTIONAL PART OF LOTS 82 AND 83 OF RAILROAD ADDITION TO THE CITY OF ROLLA, PHELPS COUNTY, MISSOURI.

SECTION 3: That this Ordinance shall be in full force and effect after the its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 19TH DAY OF DECEMBER, 2022.

APPROVED:

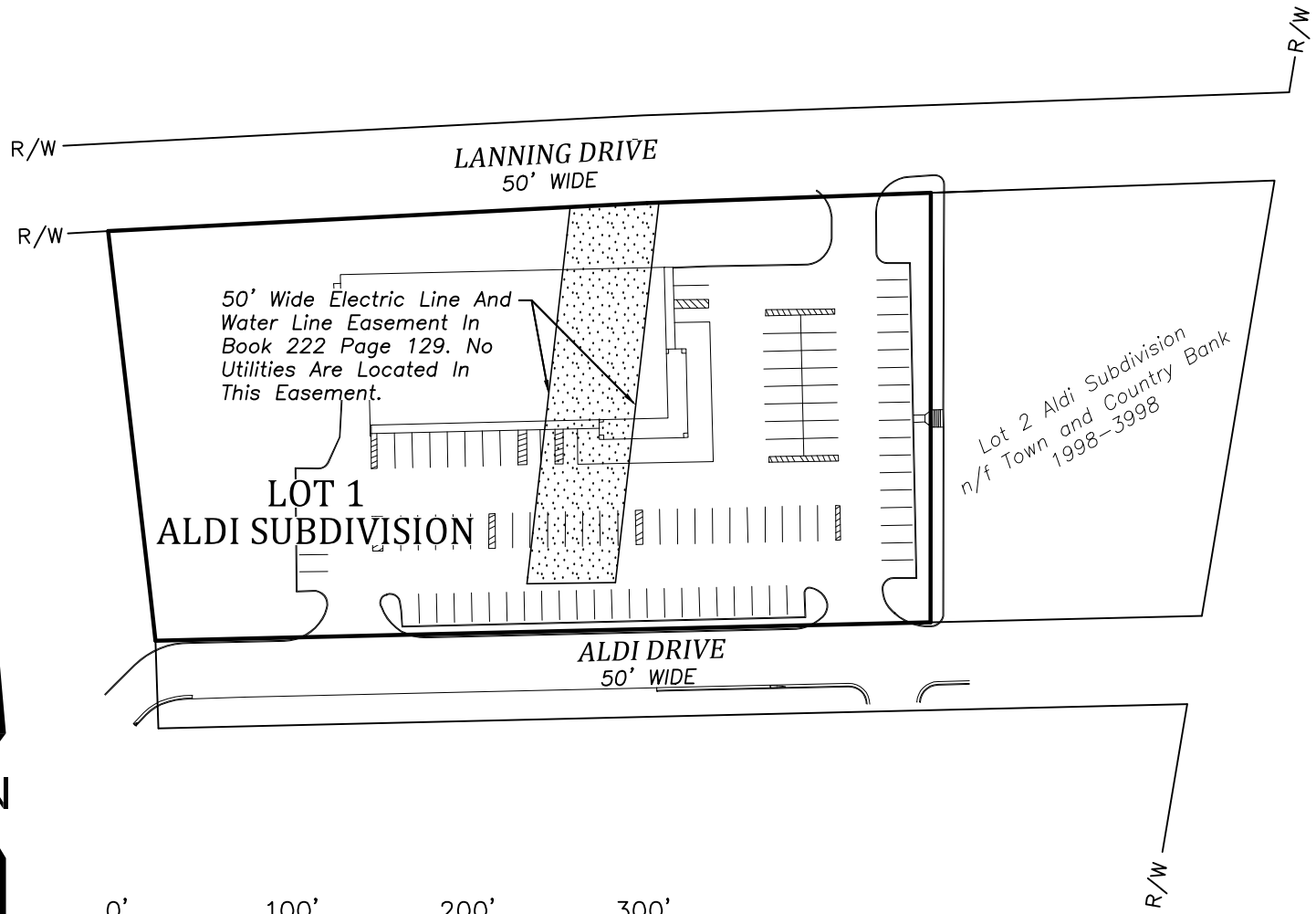
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor



US HIGHWAY 63



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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz City Administrator

ACTION REQUESTED: Discussion/First Reading

ITEM/SUBJECT: Ordinance to Consider April 2023 Prop P (Parks) Sales Tax Reauthorization

BUDGET APPROPRIATION: \$350,000 +/-

DATE: December 19, 2022

COMMENTARY:

In 2015 the Rolla voters approved Prop P (for local parks and recreation) - a ¼ cent sales tax – by a margin of 68%. The successful tax initiative established a 3/16th cent tax for parks maintenance in perpetuity and included 1/16th cent tax for eight years “unless reauthorized by Rolla voters for capital improvements in the park system”. That portion of the Park sales tax will cease on September 2023 unless reauthorized.

Prop P has been vital in maintaining the park system for the last eight years but has also provided critical capital improvements such as new (replaced) playgrounds, permanent public restrooms, parks maintenance equipment, parking lot repairs and paving, ballfield repairs, Pickleball courts, Splashzone pool repairs, etc. Capital improvements have cost an average of \$300,000 per year for the last 8 years.

If the 1/16th sales tax is reauthorized (8 or 10 years?) public input will be sought for the next round of improvements which could include such projects as additional Pickleball courts. Tennis courts, ballfield and soccer field improvements, additional playground replacements, trail system upgrades, Splashzone improvements and/or a splash pad, skate park improvements, etc.

The City would need to call for the April election with the ordinance calling for an April election by January, 2023.

Recommendation: First Reading

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING SUBMISSION TO THE VOTERS OF THE CITY OF ROLLA, MISSOURI, AT THE NEXT ELECTION DAY, APRIL 4, 2023, "PROPOSITION P" IMPOSING A MUNICIPAL SALES TAX OF ONE-SIXTEENTH OF ONE PERCENT BEGINNING OCTOBER 1, 2023, FOR TEN YEARS FOR THE PURPOSE OF PROVIDING FUNDING FOR LOCAL PARKS AND RECREATION, INCLUDING, CONSTRUCTION, OPERATION AND MAINTENANCE OF PARKS.

Recitals:

A. Section 644.032 RSMo, authorizes the City to impose, by ordinance or order, a sales tax not to exceed one-half of one percent sales tax on all retail sales made in the City, which are subject to taxation under the provisions of Sections 144.010 to 144.525 RSMo, for the purpose of providing funding for local parks.

B. Section 644.032, RSMo, further provides that the authorized tax shall be in addition to any and all other sales taxes allowed by law; but that no ordinance imposing a sales tax and no other provisions of the enabling section shall be effective unless the City submits to its voters at a municipal or state general, primary or special election, a proposal to authorize the City to impose such tax.

C. The City has determined it is proper for it to promote and provide for the common good, health and recreation of its citizens and that these purposes can be served by construction, operation and maintenance of local parks.

D. The 1998 park sales tax that expired in 2013 funded the construction and operations of the Centre and SplashZone. Operations at the Centre will continue to be separate from Park Funding and not receive any funds from Proposition P for Parks.

E. On April 7, 2015 by a vote of 1,594 for and 744 against the Rolla voters approved a one-quarter cent sales tax to support the Parks Fund. While 3/16^{ths} cent of the Parks sales tax remains in perpetuity for traditional park maintenance (including the Rolla Cemetery) 1/16th cent would sunset unless reauthorized after eight years for park system capital improvements.

F. In order to provide additional funding for local parks, the City desires to submit to the qualified voters a proposition that, if approved, will implement a sales tax under Section 644.032 RSMo. for ten (10) years from October 1, 2023, unless reauthorized by Rolla voters for additional capital improvements in the park system.

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

Section 1: At the next general Election Day scheduled for April 4, 2023, there shall be submitted to the qualified voters of said City the following Proposition, to-wit:

SALES TAX "PROPOSITION P" FOR LOCAL PARKS

Shall the municipality of Rolla, Missouri impose a sales tax of one-sixteenth of one percent, for ten years, beginning October 1, 2023 for the purpose of providing capital funding for local parks?

The City will use this sales tax solely for local parks, in order to maintain, improve and manage parks, trails, playgrounds, parking lots, bathrooms, pool, cemetery and natural lands for recreational purposes. These funds are prohibited for support of The Centre.

Ordinance No. _____

YES ≈ ≡

NO ≈ ≡

Instructions to voters: To vote, complete the arrow(s) pointing to your choice(s) like this ≈---≡. Use marking device provided. If you are in FAVOR of the proposition or question, complete the arrow next to the word YES. If you are OPPOSED to the proposition or question, complete the arrow next to the word NO.

Section 2: The City Clerk shall provide the County Clerk of Phelps County, Missouri, (County Clerk), as election authority for Phelps County, Missouri, with a copy of this Ordinance and shall provide such notice of the aforesaid election as may be by law required. The ballots to be used at said election shall contain the information in substantially the form set forth above, subject to such revisions and modifications as to form, but not content, as may be required for use of the voting system selected by the County Clerk. The qualified voters of the City residing in the election precincts located within the City shall vote at such polling places at such times as are otherwise established in connection with the general Election Day scheduled for April 4, 2023.

Section 3: The County Clerk shall conduct the election herein provided for and shall perform the duties required as the election authority for said election under the provisions of Chapter 115, RSMo.

Section 4: The County Clerk, as election authority for the election herein provided for, shall give the notice of said election required by law, shall appoint the election judges for the polling places at which said election is to be held, and shall apply all voting equipment, ballot boxes, ballots, tally sheets, precinct registers, and other supplies necessary for the conduct of said election.

Section 5: All ordinances or parts of ordinances in conflict with this Ordinance shall be and the same are repealed hereby insofar as they may so conflict. This ordinance shall be in force and take effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 3rd DAY OF JANUARY 2023.

APPROVED:

LOUIS J. MAGDITS, IV, MAYOR

ATTEST:

LORRI THURMAN, CITY CLERK

APPROVED AS TO FORM:

LANCE THURMAN, CITY COUNSELOR

COPY

ORDINANCE NO. 4183

AN ORDINANCE AUTHORIZING SUBMISSION TO THE VOTERS OF THE CITY OF ROLLA, MISSOURI, AT THE NEXT ELECTION DAY, APRIL 7, 2015, "PROPOSITION P" IMPOSING A MUNICIPAL SALES TAX OF ONE-QUARTER OF ONE PERCENT BEGINNING OCTOBER 1, 2015, FOR EIGHT YEARS, REDUCED TO THREE-SIXTEENTHS OF ONE PERCENT BEGINNING OCTOBER 1, 2023, FOR THE PURPOSE OF PROVIDING FUNDING FOR LOCAL PARKS AND RECREATION, INCLUDING, CONSTRUCTION, OPERATION AND MAINTENANCE OF PARKS.

Recitals:

A. Section 644.032, RSMo., authorizes the City to impose, by ordinance or order, a sales tax not to exceed one-half of one percent sales tax on all retail sales made in the City, which are subject to taxation under the provisions of Sections 144.010 to 144.525, RSMo., for the purpose of providing funding for local parks.

B. Section 644.032, RSMo., further provides that the authorized tax shall be in addition to any and all other sales taxes allowed by law; but that no ordinance imposing a sales tax and no other provisions of the enabling section shall be effective unless the City submits to its voters at a municipal or state general, primary or special election, a proposal to authorize the City to impose such tax.

C. The City has determined it is proper for it to promote and provide for the common good, health and recreation of its citizens and that these purposes can be served by construction, operation and maintenance of local parks.

D. The 1998 park sales tax that expired in 2013 funded the construction and operations of the Centre and SplashZone. During its existence, the City of Rolla did not subsidize or transfer any additional funds to support the Centre. Operations at the Centre will continue to be separate and not receive funds from the General Fund.

E. The General Fund has annually subsidized the Parks Fund. A parks only sales tax will provide savings to the General Fund which will provide additional resources for public safety and employee compensation.

F. In order to provide additional funding for local parks and recreation in general, the City desires to submit to the qualified voters a proposition that, if approved, will implement a sales tax under Section 644.032 RSMo. for eight (8) years from October 1, 2015, which tax shall automatically be reduced to three-sixteenths (3/16) of one percent from and after October 1, 2023 unless reauthorized by Rolla voters for additional capital improvements in the park system.

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

Section 1: At the next general Election Day scheduled for April 7, 2015, there shall be submitted to the qualified voters of said City the following Proposition, to-wit:

SALES TAX "PROPOSITION P" FOR LOCAL PARKS

Shall the municipality of Rolla, Missouri impose a sales tax of one-quarter of one percent, for eight years, then reduced to three-sixteenths of one percent beginning October 1, 2023 for the purpose of providing funding for local parks?

The City will use this sales tax solely for local parks, in order to maintain, improve and manage parks, trails, playgrounds, parking lots, bathrooms, pool, cemetery and natural lands for recreational purposes. These funds are prohibited for support of The Centre.

4183

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COPY

Ordinance No. 4183
Page 2

YES ≈ ≡

NO ≈ ≡

Instructions to voters: To vote, complete the arrow(s) pointing to your choice(s) like this ≈---≡. Use marking device provided. If you are in FAVOR of the proposition or question, complete the arrow next to the word YES. If you are OPPOSED to the proposition or question, complete the arrow next to the word NO.

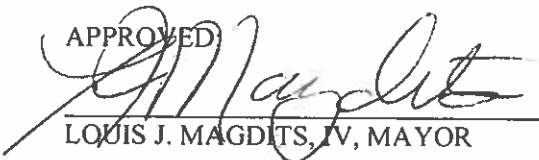
Section 2: The City Clerk shall provide the County Clerk of Phelps County, Missouri, (County Clerk), as election authority for Phelps County, Missouri, with a copy of this Ordinance and shall provide such notice of the aforesaid election as may be by law required. The ballots to be used at said election shall contain the information in substantially the form set forth above, subject to such revisions and modifications as to form, but not content, as may be required for use of the voting system selected by the County Clerk. The qualified voters of the City residing in the election precincts located within the City shall vote at such polling places at such times as are otherwise established in connection with the general Election Day scheduled for April 7, 2015.

Section 3: The County Clerk shall conduct the election herein provided for and shall perform the duties required as the election authority for said election under the provisions of Chapter 115, RSMo.

Section 4: The County Clerk, as election authority for the election herein provided for, shall give the notice of said election required by law, shall appoint the election judges for the polling places at which said election is to be held, and shall apply all voting equipment, ballot boxes, ballots, tally sheets, precinct registers, and other supplies necessary for the conduct of said election.


Section 5: All ordinances or parts of ordinances in conflict with this Ordinance shall be and the same are repealed hereby insofar as they may so conflict. This ordinance shall be in force and take effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 5TH DAY OF JANUARY 2015.

APPROVED: 
LOUIS J. MAGDITS, IV, MAYOR

ATTEST:

CAROL L. DANIELS, CITY CLERK

APPROVED AS TO FORM:

LANCE THURMAN, CITY COUNSELOR

4183

Parks Capital Projects Prop P

Prop P 1/4 cent sales tax: approved April 2015 w 68% of vote

(1/16 cent sales tax for capital improvements to existing parks facilities through Sept. 30, 2023)

Playgrounds	Cost	Year
Playground improvements Breuer, GA, Schuman, Murry	\$ 24,778	2016-2019
Larry May Playground	\$ 90,771	2017
Green Acres playground	\$ 105,509	2018
Ridgeview playground	\$ 19,236	2019
Coventry Playground	\$ 90,000	2020
Inclusive Playground at Ber Juan	\$ 196,347	2021
Buehler Playground	\$ 125,168	2022
Infrastructure		
Ber Juan Lake storm sewer, aerators	\$ 28,453	2016
Eugene Northern Roof	\$ 12,500	2019
Frisco train engine, oil tender, passenger car renovation	\$ 15,008	2020
Pavilions, bk courts, trails, sidewalks, disc golf course	\$ 75,040	2019-2022
Cemetery		
New office/maintenance roof	\$ 10,525	2021
Asphalt overlay roads	\$ 74,600	2021
Splash Zone		
Boiler, water heater, pump	\$ 58,934	2016-2021
Shade, game area, lockers, showers	\$ 65,898	2016-2019
New drain grates	\$ 11,217	2020
Resurface	\$ 47,420	2020
Slide Restoration	\$ 40,198	2021
Glass bead filter media replacement	\$ 11,250	2022
Equipment Valves, chemtroller replacement	\$ 28,934	2020-2022
Funbrellas	\$ 19,968	2021-2022
Ballfields, courts		
Backboards, rims, nets, soccer goals, pitching mounds	\$ 18,740	2015-2021
Resurface tennis courts, rebounder, shelters	\$ 63,707	2017-2022
Bleachers for Schuman, Green Acres, batting cages	\$ 42,778	2017-2020
New scoreboards	\$ 30,071	2018-2021
Ballfied fencing	\$ 54,676	2018-2021
Lighting repairs, remote lights	\$ 19,010	2019
Concession building improvements	\$ 48,064	2020-2021
Pickleball nets, hardware, fencing, resurface 3 courts	\$ 21,395	2020-2021
Ballfield maintenance	\$ 33,788	2020-2021
Parks Bathrooms	\$ 179,736	2017-2020
Park signage	\$ 35,377	2018-2020
Parking Lots	\$ 189,322	2015-2021
Equipment & Vehicles	\$ 434,238	
TOTAL	\$ 2,322,657	

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Revisions to Sec 27-66 Speed Limits

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 12/19/22

COMMENTARY:

Staff is proposing to amend Section 27-66 of the City of Rolla Code concerning speed limits. The proposed changes are due to the street name changes approved at the last council meeting. In the packet is a highlighted version of the changes. The proposed changes are highlighted in yellow and the current versions are highlighted in brown. Also in the packet is a map highlighting where the changes are being proposed. A discrepancy was discovered at the last meeting concerning the speed limit on 10th Street. Staff is suggesting a motion to amend the ordinance to correct this discrepancy.

Staff recommends approval.

ITEM NO. _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 27-66 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI AND ENACTING A NEW SECTION 27-66 IN LIEU THEREOF PERTAINING TO REGULATION OF SPEED.

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

Section 1: That Section 27-66 of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri is hereby repealed and a new Section 27-66 is hereby enacted in lieu thereof as follows:

Sec. 27-66. Maximum limits established generally.

No vehicle shall be moved or propelled along, over or upon any street at a greater rate of speed than is reasonable, having regard to the traffic and use of such street or so as to endanger the life or limb of any person or the safety of any property, and shall in any event, while upon any such street, not be moved or propelled at a greater rate of speed than twenty-five miles per hour, except on the following streets or portions of streets and the speed limit shall not be greater than provided by the following:

Tenth Street. Between Fairgrounds Road and Bishop Avenue (U.S. Highway 63), thirty miles per hour; between Elm Street and ~~Olive Street, thirty miles per hour; between Olive Street and Iowa Street, twenty miles per hour; between Iowa Street~~ and Holloway Street, thirty miles per hour; between Holloway Street and Forum Drive, thirty five miles per hour.

Twelfth Street. Between Pine Street and Rolla Street, twenty miles per hour.

Eighteenth Street. Between Farrar Drive and Forum Drive, thirty miles per hour.

Bardsley Road. Between Twelfth and Eighteenth Street, thirty miles per hour.

Bridge School Road. On Bridge School Road from Highway 72, to west city limits, thirty-five miles per hour.

Fairgrounds Road. Between Kingshighway (U.S. Business Route 66) and Tenth Street, thirty miles per hour.

Forum Drive. Between Soest Road and Old St. James Road, thirty miles per hour.

Highway CC. (Lions Club Drive West) from US Highway 63 (Bishop Avenue) to west city limits, forty-five miles per hour.

Highway 72. Between Old Wire Outer Road and H-J Drive, thirty-five miles per hour; between the intersection with H-J Drive and Walker Avenue, forty miles per hour; between the intersection with Bishop Avenue (U.S. Highway 63) and a point located approximately 1,250 feet east of Route O, a.k.a. Lcoma Road, thirty-five miles per hour; between such point located approximately 1,250 feet east of Route

O, a.k.a. Lecom Road and the south right of way line of Lions Club Drive,, forty-five miles per hour; between the south right of way line of Lions Club Drive to southeast city limits, fifty-five miles per hour.

Holmes Lane. Between Soest Road and Salem Avenue, twenty miles per hour.

Interstate 44. Within city limits, seventy miles per hour except between a point at the 183.1 mile to a point at the 186.9 mile when the speed limit is sixty miles per hour.

Kingshighway (U.S. Business Route 66). Between intersection with Bishop Avenue (U.S. 63) and intersection with Sixth Street, twenty-five miles per hour. Between intersection with Bishop Avenue (U.S. 63) and Highway 72, thirty-five miles per hour.

Lions Club Drive. Between Bishop Avenue (U.S. Highway 63) and Highway 72, thirty-five miles per hour.

Lovers Lane. Between Soest Road and Tenth Street, thirty miles per hour.

McCutchen Drive. Between Tenth Street and Old St. James Road, thirty miles per hour.

Martin Springs Drive (South Outer Road of Interstate 44). From Highway 72 to a point approximately 150 feet southwest of Blue's Lake Parkway, thirty-five miles per hour; from a point approximately 150 feet southwest of Blue's Lake Parkway to west city limits, forty-five miles per hour.

Old St. James Road. Between Eighteenth Street and McCutchen Drive, thirty miles per hour; between McCutchen Drive and east city limits, thirty-five miles per hour.

Old Wire Outer Road. Between the Highway 72 roundabout on the north side of Interstate 44 and Sally Road, thirty-five miles per hour; between Sally Road and west city limits, fifty-five miles per hour.

Pine Street. Between Sixth Street and Twelfth Street, twenty miles per hour; between Twelfth Street and Bishop Avenue (U.S. Highway 63), twenty-five miles per hour.

Pine Tree Road. Between Soest Road and Richard Drive, thirty miles per hour; between Richard Drive and Highway 72, thirty-five miles per hour.

Rolla Street. Between Twelfth Street and Sixth Street, twenty miles per hour.

Route BB (Tenth Street). Between Forum Drive and Independence Road, thirty-five miles per hour; between Independence Road and east city limits, forty miles per hour.

Route E (Nagogami Road/Tim Bradley Way). Between Bishop Avenue (U.S. Highway 63) and west city limits, thirty-five miles per hour.

Route "O" (Lecoma Road). From the south side of Sycamore Drive, north to the intersection of State Highway 72, thirty-five miles per hour. From the south side of Sycamore Drive, south to city limits, forty-five miles per hour.

Route V. Between Interstate 44 and the west city limits, forty miles per hour.

Salem Avenue. Between Fifth Street and Highway 72, thirty miles per hour.

Sally Road. Between Old Wire Road and the north city limits, thirty-five miles per hour.

Soest Road. Between Salem Avenue and east city limits thirty miles per hour.

Stoltz Road. From BB Highway to the city limits line, thirty miles per hour.

U.S. Highway 63 (Bishop Avenue). Between north city limits and a point located 0.15 miles north of Interstate 44, forty-five miles per hour; between such point located 0.15 miles north of Interstate 44 to Tucker Lane, thirty-five miles per hour; and between Tucker Lane and south city limits, forty-five miles per hour.

Vichy Road. Between Bishop Avenue (U.S. Highway 63) and north city limits, thirty miles per hour.

Westside Drive. In its entirety, thirty-five miles per hour.

White Columns Drive. Between Route E and north city limits, thirty miles per hour.

Winchester Drive. From the intersection of Winchester Drive and Rolla Street to the intersection of Chestnut Drive and Winchester Drive to thirty miles per hour. (Ord. 3903, §2; Ord. 4445, §1)

Ordinance No. _____

Page 2

Section 2: 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 DECEMBER, 2022.

APPROVED

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

Sec. 27-66. Maximum limits established generally.

No vehicle shall be moved or propelled along, over or upon any street at a greater rate of speed than is reasonable, having regard to the traffic and use of such street or so as to endanger the life or limb of any person or the safety of any property, and shall in any event, while upon any such street, not be moved or propelled at a greater rate of speed than twenty-five miles per hour, except on the following streets or portions of streets and the speed limit shall not be greater than provided by the following: (Ord. 3903, §2).

Tenth Street. Between Fairgrounds Road and Bishop Avenue (U.S. Highway 63), thirty miles per hour; between Elm Street and ~~Olive Street, thirty miles per hour; between Olive Street and Iowa Street, twenty miles per hour; between Iowa Street and~~ Holloway Street, thirty miles per hour; between Holloway Street and Forum Drive, thirty five miles per hour.

Twelfth Street. Between Pine Street and Rolla Street, twenty miles per hour.

Eighteenth Street. Between Farrar Drive and Forum Drive, thirty miles per hour.

Bardsley Road. Between Twelfth and Eighteenth Street, thirty miles per hour.

Bridge School Road. On Bridge School Road from Highway 72, to west city limits, thirty-five miles per hour.

Bridge School Road. On Bridge School Road from Kingshighway to 2,500' south of Kingshighway, thirty miles per hour; from 2,500' south of Kingshighway to west city limits, thirty-five miles per hour.

Fairgrounds Road. Between Kingshighway (U.S. Business Route 66) and Tenth Street, thirty miles per hour.

Forum Drive. Between Soest Road and Old St. James Road, thirty miles per hour.

Highway CC. (Lions Club Drive West) from US Highway 63 (Bishop Avenue) to west city limits, forty-five miles per hour.

Highway 72. Between Old Wire Outer Road and H-J Drive, thirty-five miles per hour; between the intersection with H-J Drive and Walker Avenue, forty miles per hour; between the intersection with Bishop Avenue (U.S. Highway 63) and a point located approximately 1,250 feet east of Route O, a.k.a. Lcoma Road, thirty-five miles per hour; between such point located approximately 1,250 feet east of Route O, a.k.a. Lcoma Road and the south right of way line of Lions Club Drive,, forty-five miles per hour; between the south right of way line of Lions Club Drive to southeast city limits, fifty-five miles per hour.

Highway 72. Between the intersection with H-J Drive and Walker Avenue, forty miles per hour; between intersection with Bishop Avenue (U.S. Highway 63) and a point located approximately 1,250 feet east of Route O, a.k.a. Lcoma Road, thirty-five miles per hour; between such point located approximately 1,250 feet east of Route O, a.k.a. Lcoma Road and the south right of way line

of Lions Club Drive,, 45 miles per hour; between the south right of way line of Lions Club Drive to southeast city limits, fifty five miles per hour.

Holmes Lane. Between Soest Road and Salem Avenue, twenty miles per hour.

Interstate 44. Within city limits, seventy miles per hour except between a point at the 183.1 mile to a point at the 186.9 mile when the speed limit is sixty miles per hour.

Kingshighway (U.S. Business Route 66). Between intersection with Bishop Avenue (U.S. 63) and intersection with Sixth Street, twenty-five miles per hour. Between intersection with Bishop Avenue (U.S. 63) and Highway 72, thirty-five miles per hour.

Kingshighway (U.S. Business Route 66). Between intersection with Bishop Avenue (U.S. 63) and intersection with Sixth Street, 25 miles per hour. Between intersection with Bishop Avenue (U.S. 63) and Old Wire Outer Road, thirty-five miles per hour.

Lions Club Drive. Between Bishop Avenue (U.S. Highway 63) and Highway 72, thirty-five miles per hour.

Lovers Lane. Between Soest Road and Tenth Street, thirty miles per hour.

McCutchen Drive. Between Tenth Street and Old St. James Road, thirty miles per hour.

Martin Springs Drive (South Outer Road of Interstate 44). From Highway 72 to a point approximately 150 feet southwest of Blue's Lake Parkway, thirty-five miles per hour; from a point approximately 150 feet southwest of Blue's Lake Parkway to west city limits, forty-five miles per hour.

Martin Springs Drive (South Outer Road of I-44). From Kingshighway to a point approximately 150 feet southwest of Blue's Lake Parkway, thirty-five miles per hour; from a point approximately 150 feet southwest of Blue's Lake Parkway to west city limits, 45 miles per hour.

Old St. James Road. Between Eighteenth Street and McCutchen Drive, thirty miles per hour; between McCutchen Drive and east city limits, thirty-five miles per hour.

Old Wire Outer Road. Between the Highway 72 roundabout on the north side of Interstate 44 and Sally Road, thirty-five miles per hour; between Sally Road and west city limits, fifty-five miles per hour.

Old Wire Outer Road. Between Kingshighway and Sally Road, thirty-five miles per hour; between Sally Road and west city limits, 55 miles per hour.

Pine Street. Between Sixth Street and Twelfth Street, twenty miles per hour; between Twelfth Street and Bishop Avenue (U.S. Highway 63), twenty-five miles per hour.

Pine Tree Road. Between Soest Road and Richard Drive, thirty miles per hour; between Richard Drive and Highway 72, thirty-five miles per hour.

Rolla Street. Between Twelfth Street and Sixth Street, twenty miles per hour.

Route BB (Tenth Street). Between Forum Drive and Independence Road, thirty-five miles per hour; between Independence Road and east city limits, forty miles per hour.

Route E (Nagogami Road/Tim Bradley Way). Between Bishop Avenue (U.S. Highway 63) and west city limits, thirty-five miles per hour.

Route E (Nagogami Road/University Drive). Between Bishop Avenue (U.S. Highway 63) and west city limits, thirty-five miles per hour.

Route "O" (Lecoma Road). From the south side of Sycamore Drive, north to the intersection of State Highway 72, thirty-five miles per hour. From the south side of Sycamore Drive, south to city limits, forty-five miles per hour.

Route V. Between Interstate 44 and the west city limits, forty miles per hour.

Salem Avenue. Between Fifth Street and Highway 72, thirty miles per hour.

Sally Road. Between Old Wire Road and the north city limits, thirty-five miles per hour.

Soest Road. Between Salem Avenue and east city limits thirty miles per hour.

Stoltz Road. From BB Highway to the city limits line, thirty miles per hour.

U.S. Highway 63 (Bishop Avenue). Between north city limits and a point located 0.15 miles north of Interstate 44, forty-five miles per hour; between such point located 0.15 miles north of Interstate 44 to Tucker Lane, thirty-five miles per hour; and between Tucker Lane and south city limits, forty-five miles per hour.

Vichy Road. Between Bishop Avenue (U.S. Highway 63) and north city limits, thirty miles per hour.

Westside Drive. In its entirety, thirty-five miles per hour.

White Columns Drive. Between Route E and north city limits, thirty miles per hour.

Winchester Drive. From the intersection of Winchester Drive and Rolla Street to the intersection of Chestnut Drive and Winchester Drive to thirty miles per hour. (Ord. 3903, §2; Ord. 4445, §1)

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Kingshighway Excess ROW – Investments Realty

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 12/19/22

COMMENTARY:

In 2010 the City acquired right-of-way along Kingshighway and Bryant Drive for a multilane signalized intersection at the Kingshighway/Bryant intersection in anticipation of the 72 extension connecting at that intersection. The 72 extension ultimately did not connect at that location and all of the improvements to Kingshighway have been completed. The additional right-of-way acquired in 2010 from the MACO Management Co (now Investment Realty) was transferred without compensation. Staff is recommending to return the unneeded right-of-way to the Investments Realty group.

Staff is requesting the final reading of an ordinance authorizing the mayor execute a corporation warranty deed to transfer this property.

ITEM NO. _____

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 CORPORATION WARRANTY DEED BETWEEN THE CITY OF ROLLA, MISSOURI AND INVESTMENTS REALTY 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 Corporation Warranty Deed between the City of Rolla, Missouri and Investments Realty LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will 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 DECEMBER 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

Document Title: Corporation Warranty Deed
Document Date: November , 2022
Grantor's Name: City of Rolla
Grantees' Name(s): Investments Realty LLC
Address of Grantee(s):
Legal Description: See Exhibit "A" attached

CORPORATION WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that City of Rolla, a corporation organized and existing under the laws of the State of Missouri, Grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, to it paid by Investments Realty LLC, Grantee, receipt of which is hereby acknowledged, and by virtue and in pursuance of a resolution of the Board of Directors of said Grantor, does by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantee, and its successors and assigns, the following described lot, tract or parcel of land, lying, being and situate in the County of Phelps and State of Missouri, to-wit:

See Exhibit "A" attached

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

And the said Grantor hereby covenants that it will warrant and defend the title to the said premises unto the said Grantee and its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Mayor and its corporate seal to be hereto affixed the day and year first above written.

City of Rolla

(CORPORATE SEAL)

By: _____
Louis J Magdits, IV, Mayor, President

STATE OF MISSOURI)
) SS.
COUNTY OF PHELPS)

On this ____ day of _____, 2022, before me appeared Louis J. Magdits, IV,, to me personally known, who, being by me duly sworn did say: That he is the Mayor of City of Rolla, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Louis J. Magdits, IV acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

Rubber Stamp Seal:

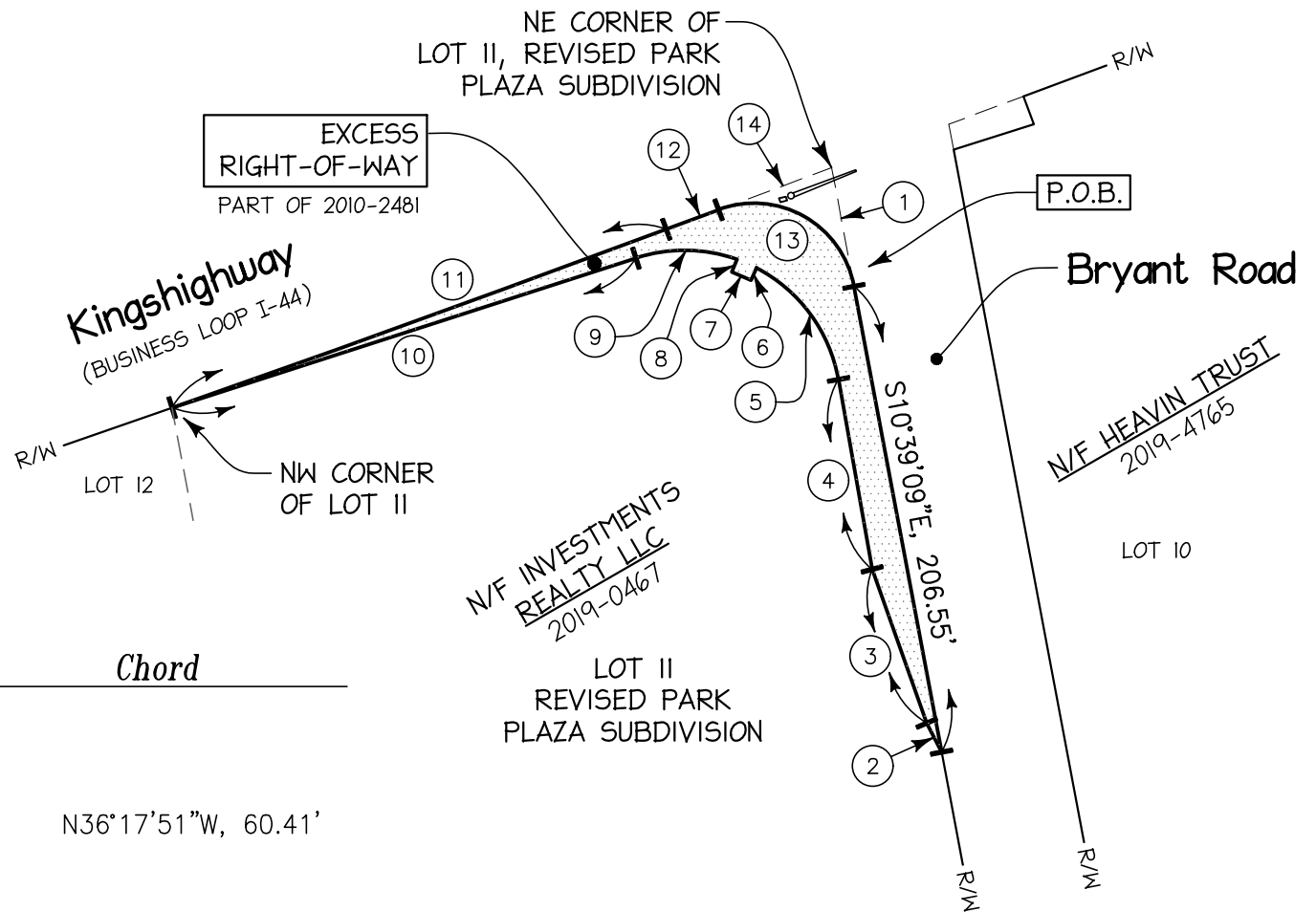
_____ OR

(NOTARY SEAL)

EXCESS RIGHT-OF-WAY
City of Rolla to Investments Realty LLC

A fractional part of Lot 11 of REVISED PARK PLAZA SUBDIVISION, Rolla, Missouri more particularly described as follows: Commencing at the Northeast Corner of Lot 11 of said REVISED PARK PLAZA SUBDIVISION; thence South 10°39'09" East, 52.58 feet along the West right of way of Bryant Drive to the true point of beginning of the hereinafter described tract: Thence continuing South 10°39'09" East, 206.55 feet along said West right of way; thence North 27°02'21" West, 14.21 feet; thence North 19°34'29" West, 71.12 feet; thence North 10°01'39" West, 84.00 feet; thence northerly, 62.58 feet along the arc of a curve, concave westerly with a radius of 68.24 feet, the chord of which is North 36°17'51" West, 60.41 feet; thence South 23°41'23" West, 5.90 feet; thence North 66°38'32" West, 9.18 feet; thence North 23°11'46" East, 5.91 feet; thence westerly, 44.83 feet along the arc of a curve, concave southerly with a radius of 68.00 feet, the chord of which is North 89°20'40" West, 44.02 feet; thence South 72°08'07" West, 212.34 feet to the northwest corner of the aforesaid Lot 11 of REVISED PARK PLAZA SUBDIVISION, also being the southerly right of way of Kingshighway; thence easterly, 228.91 feet along the arc of a curve, concave northerly with a radius of 11494.00 feet, the chord of which is North 70°09'01" East, 228.90 feet, and, North 69°34'47" East, 24.31 feet, all along said southerly right of way; thence southeasterly, 77.14 feet along the arc of a curve, concave southwesterly with a radius of 44.30 feet, the chord of which is South 60°32'10" East, 67.76 feet to the true point of beginning. Description derived from deed recorded in Phelps County Deed Records at Document No. 2010 2481.

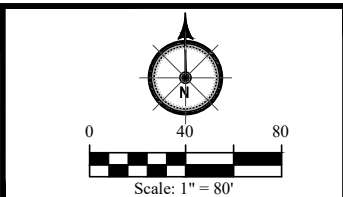
EXHIBIT A



No.	Bearing/ Radius	Distance/ Arc	Chord
1	S10°39'09"E	52.58'	
2	N27°02'21"W	14.21'	
3	N19°34'29"W	71.12'	
4	N10°01'39"W	84.00'	
5	68.24'	62.58'	N36°17'51"W, 60.41'
6	S23°41'23"W	5.90'	
7	N66°38'32"W	9.18'	
8	N23°11'46"E	5.91'	
9	68.00'	44.83'	N89°20'40"W, 44.02'
10	S72°08'07"W	212.34'	
11	11494.00'	228.91'	N70°09'01"E, 228.90'
12	N69°34'47"E	24.31'	
13	44.30'	77.14'	S60°32'10"E, 67.76'
14	N69°34'47"E	52.58'	

IID6

DATE: Aug. 25, 2022
DESIGNED BY: SFF
DRAWN BY: MEP



CM Archer Group, P.C. dba:

ARCHER-ELGIN

engineering surveying architecture

Corporate Authority:

CM Archer Group, P.C.: E: 2003023612-D, LS: 2004017577-D, A-2016017179
 Archer-Elgin Surveying & Engineering, LLC: E: 2011024038, LS: 2011025471, A-2012014618
 310 East 6th Street, Rolla, Missouri 65401 Phone: 573-364-6362 Fax: 573-364-4782 www.archer-elgin.com

City of Rolla 901 North Elm, Rolla, Missouri 65401
Investments Realty LLC Excess Right of Way Map

PROJECT NO. J4697
DRAWING NO. 2

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Kingshighway Excess ROW – MOI

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 12/19/22

COMMENTARY:

In 2010 the City acquired right-of-way along Kingshighway to install a five lane section west of Bryant Drive in anticipation of the 72 extension connecting at that Bryant/Kingshighway intersection. The 72 extension ultimately did not connect at that location and all of the improvements to Kingshighway have been completed. The additional right-of-way acquired in 2010 from former owners of Fairgrounds Chevrolet (now MOI Rolla Prop LLC) was transferred without compensation. Staff is recommending to return the unneeded right-of-way to the MOI Rolla Prop LLC group.

Staff is requesting the final reading of an ordinance authorizing the mayor execute a corporation warranty deed to transfer this property.

ITEM NO. _____

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 CORPORATION WARRANTY DEED BETWEEN THE CITY OF ROLLA, MISSOURI AND MOI ROLLA PROP 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 Corporation Warranty Deed between the City of Rolla, Missouri and MOI Rolla Prop LLC, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will 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 DECEMBER 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

Document Title: Corporation Warranty Deed
Document Date: November , 2022
Grantor's Name: City of Rolla
Grantees' Name(s): MOI Rolla Prop LLC
Address of Grantee(s):
Legal Description: See Exhibit "A" attached

CORPORATION WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that City of Rolla, a corporation organized and existing under the laws of the State of Missouri, Grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, to it paid by MOI Rolla Prop LLC, Grantee, receipt of which is hereby acknowledged, and by virtue and in pursuance of a resolution of the Board of Directors of said Grantor, does by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said Grantee, and its successors and assigns, the following described lot, tract or parcel of land, lying, being and situate in the County of Phelps and State of Missouri, to-wit:

See Exhibit "A" attached

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

And the said Grantor hereby covenants that it will warrant and defend the title to the said premises unto the said Grantee and its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Mayor and its corporate seal to be hereto affixed the day and year first above written.

City of Rolla

(CORPORATE SEAL)

By: _____
Louis J Magdits, IV, Mayor, President

STATE OF MISSOURI)
) SS.
COUNTY OF PHELPS)

On this ____ day of _____, 2022, before me appeared Louis J. Magdits, IV,, to me personally known, who, being by me duly sworn did say: That he is the Mayor of City of Rolla, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Louis J. Magdits, IV acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

Rubber Stamp Seal:

OR

(NOTARY SEAL)

EXCESS RIGHT-OF-WAY
City of Rolla to MOI Rolla Prop LLC.

A fractional part of Lots 97 and 120 of RAILROAD ADDITION, Rolla, Missouri more particularly described as follows: Commencing at the Southeast Corner of Lot 120 of said RAILROAD ADDITION; thence North $0^{\circ}01'47''$ East, 137.43 feet along the East line of said Lot 120 to the northerly right of way of Kingshighway; thence South $69^{\circ}34'47''$ West, 332.36 feet along said northerly right of way to the true point of beginning of the hereinafter described tract: Thence continuing South $69^{\circ}34'47''$ West, 27.20 feet, and, westerly, 341.54 feet along the arc of a curve, concave northerly with a radius of 11424.00 feet, the chord of which is South $70^{\circ}26'11''$ West, 341.53 feet, all along said northerly right of way to its intersection with the East right of way of Fairgrounds Road; thence North $0^{\circ}05'18''$ West, 8.94 feet along said East right of way; thence North $71^{\circ}29'38''$ East, 142.84 feet; thence North $71^{\circ}46'25''$ East, 222.76 feet; thence South $18^{\circ}13'35''$ East, 0.11 feet to the true point of beginning. Description derived from deed recorded in Phelps County Deed Records at Document No. 2010 3718.

EXHIBIT A

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion / Bid Award

ITEM/SUBJECT: Sewer Flow Metering Services

BUDGET APPROPRIATION (IF APPLICABLE) - \$85,000 DATE: 12/19/2022

COMMENTARY:

Attached is an executed contract between H-GAC (Houston-Galveston Area Council) and Duke's Root Control Inc. to provide sewer microdetection (flow metering) services. H-GAC's cooperative purchasing program allows local governments to agree under the terms of the contract to make purchases or procure services. The City of Rolla has been a member of the H-GAC Cooperative Purchasing Program for many years and have utilized these services in the past. Staff is proposing to use this cooperative purchasing contract with Duke's Root Control Inc. to provide flow metering services for 3 sewer basins for a total of \$85,538.75.

Staff requesting a bid award for microdetection services from Dukes Root Control Inc. for \$85,538.75.

ITEM NO. IVA1

iTracking® Micro Detection has the ability to reveal the location of I&I after a single storm event

- Low-cost iTracker sensors provide the high-resolution data points required for pinpointing the 20% of faulty infrastructure contributing the majority of I&I.
- By strategically placing iTracker sensors upstream of regional flow meters, changes in wastewater volume as small as 1/10" can be observed in both mini and micro-basins.
- Maintenance-free iTracker sensors are capable of accurately measuring collection system performance on streets with minimal amounts of homes or commercial facilities.
- iTracker sensors are installed from the street level without the need for confined-space entry. Sensor calibration is accomplished in 5 minutes using any Wi-Fi enabled mobile device.

iTracking® Bridges the Gap between Flow Meters and Inspection Cameras



In most instances, **after just a single storm event**, the problem is pinpointed down to mini and micro basins without the requirement for expensive monitoring equipment, confined-space entry, repetitive maintenance or "in the road" data retrieval. This single storm approach is the main factor when it comes to delivering a successful and cost effective I&I detection study.

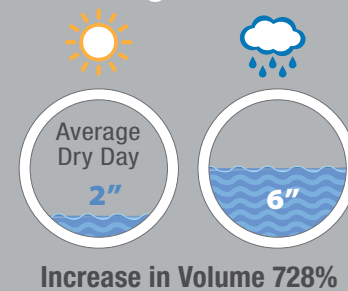
How iTracking® Works

iTracker® Wi-Fi or cellular-enabled sensors simply and safely record wastewater levels from 0–100% pipe ID during dry day periods and wet weather events and then convert those changes in level to volumetric differences in flow through the use of uniquely developed algorithms embedded within the iTracking software program.

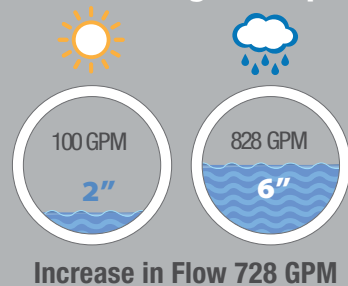
iTrackers® monitor and record levels within the manhole



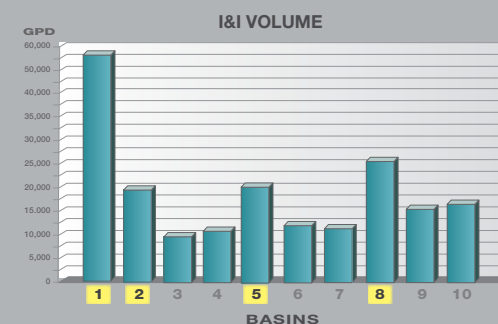
Smart algorithms convert changes in level to changes in volume



iTracking analytics convert changes in volume to flow in gallons per minute



Software identifies micro basins with the greatest amounts of I&I



With the simple click of a button, bar charts, line graphs and operating performance reports are clearly presented detailing the contribution of I&I for each mini and micro basin under investigation.

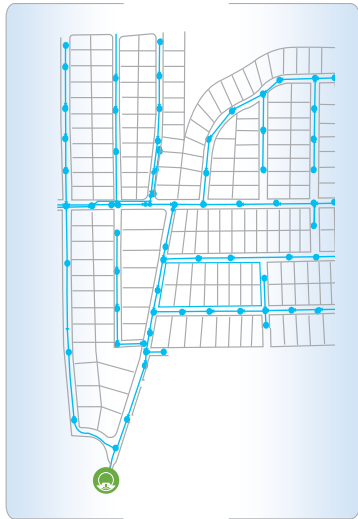
I&I Micro Detection

Zeroing in on the problem

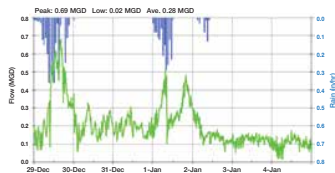


Flow Meter (Major Basin Monitoring)

Portable flow meters monitor operating conditions in major basins (2-4 linear miles) in order to discover the extent of inflow and infiltration.



Hydrographs are then created for each Major Basin showing increases in wastewater volume during periods of wet weather.

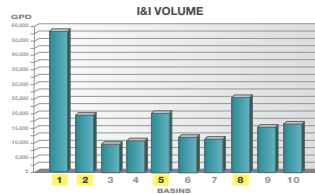


iTracking (Mini Basin I&I Detection)

iTracker sensors are strategically distributed within each major basin responsible for allowing the entry of excess volumes of ground and storm water.



"At a glance" iTracking analytics automatically identify the mini basins (1, 2, 5 & 8) responsible for contributing the highest percentages of I&I.

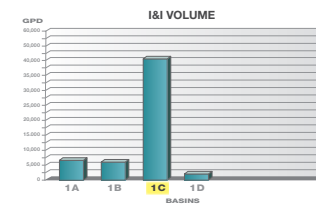


iTracking (Micro Basin I&I Detection)

Having discovered that mini basin 1 is responsible for 30% of total I&I, iTracker sensors are relocated creating (4) micro basins within mini basin 1.



iTracking analytics immediately discover that micro basin 1C, comprised of adjacent manholes 1B - 1C, is contributing 75% of the I&I within all of mini basin 1.



Camera (I&I Confirmation)

A robotic inspection camera is employed to ascertain the exact cause of the Rain-Derived Inflow & Infiltration (RDII) entering micro basin 1C.



Robotic cameras are capable of providing visual evidence as to whether I&I is due to faulty construction, crumbling pipes or improper installation.



IVA3

iTracker Micro Detection - Scope of Services

Process

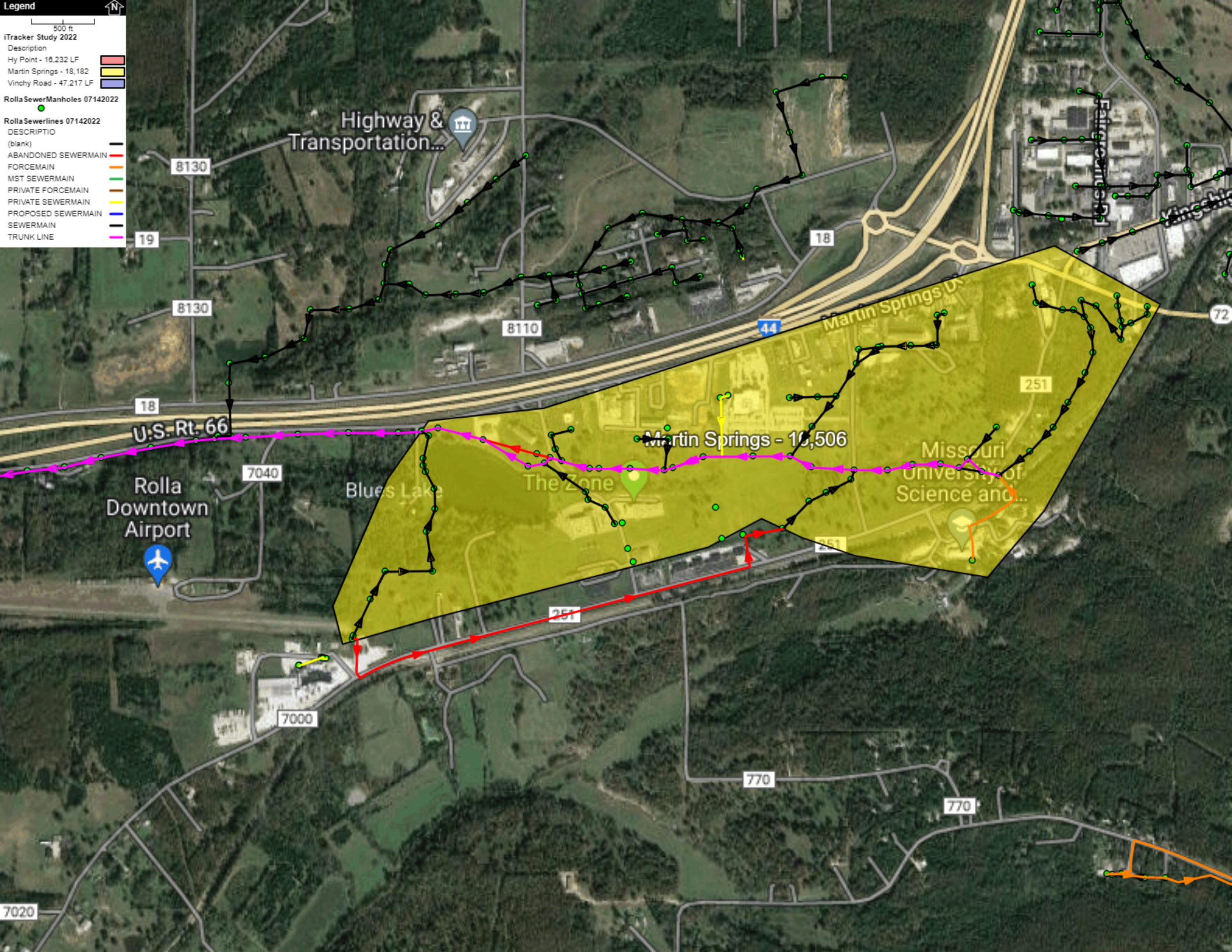
1. Receive and upload current GIS / GDB files from client (data requisition guide may be supplied upon project initialization).
2. Determine location to place initial iTracker units based on flow data obtained from maps or GIS files to properly canvass the study area. Proposed iTracker locations have been plotted on the proposal map. Final locations placed with client collaboration to achieve best results.
3. Provide client link to view or approve locations for units and supply throughout the duration of the project.
4. Access manholes and install iTracker units in accordance with manufacturer recommended installation procedures
5. After 60 days installed, Dukes will remove and upload data from iTracker units. If there is no qualifying rain event (defined as single day rain event 1" or greater), then Dukes will extend the study period an additional 30 days for a maximum study period of 90 days. Rain data will be determined by an average of two of the following means: (1) Weatherunderground.com/NOAA weather service data; (2) rain data captured by Utility rain gauges; (3) deployment of Duke's digital rain gauge deployed centered in the study area. Multiple rain gauges may be deployed at the discretion of Duke's if found to be beneficial to the study data. Final determination of rain data will be at client's discretion if more than one rain source is used.
6. Maintain iTracker units by replacing batteries or units as required.
7. Review, analyze and report data from test period per the sample deliverables.
8. Review all data with client on a monthly basis (or otherwise agreed time period based on substantial rain event referenced above) and again at the end of the study period to identify areas of the system prone to elevated levels of inflow or infiltration during and after rain events

Responsibilities of Dukes

1. Provide all necessary crew and equipment to complete the project
2. Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests.
3. Ensure that all vehicles are properly marked and have adequate safety lighting
4. Act in a polite, professional manner at all times and especially when dealing with the public
5. Report any severe observations to the point person from the client's office assigned to this project.

Responsibilities of Client

1. Provide contractor with all electronic data to successfully complete the project (see data requirements page)
2. Assist contractor with public issues or concerns
3. Agree to promptly review and advise contractor on any changes to location of iTracker units if client is participating in the iTracker placement process
4. Assist contractor with location and access of buried or surcharged manhole structures that have been deemed optimal locations for iTracker placement.
5. Assist Dukes with traffic control to ensure a safe installation of units. If traffic control or permitting is the responsibility of Duke's, client must disclose this prior to execution of contract and commencement of work.



Legend

500 ft

iTracker Study 2022

Description

- Hy Point - 16,232 LF
- Martin Springs - 18,182
- Vinohy Road - 47,217 LF

Rolla SewerManholes 07142022

-

Rolla Sewerlines 07142022

DESCRIPTIO

- (blank)
- ABANDONED SEWERMAIN
- FORCEMAIN
- MST SEWERMAIN
- PRIVATE FORCEMAIN
- PRIVATE SEWERMAIN
- PROPOSED SEWERMAIN
- SEWERMAIN
- TRUNK LINE

Highway & Transportation...

8130

19

8130

8110

18

18

U.S. Rt. 66

7040

Rolla Downtown Airport

Blues Lake

The Zone

Martin Springs - 10,506

Martin Springs U.S.

Missouri University of Science and...

251

251

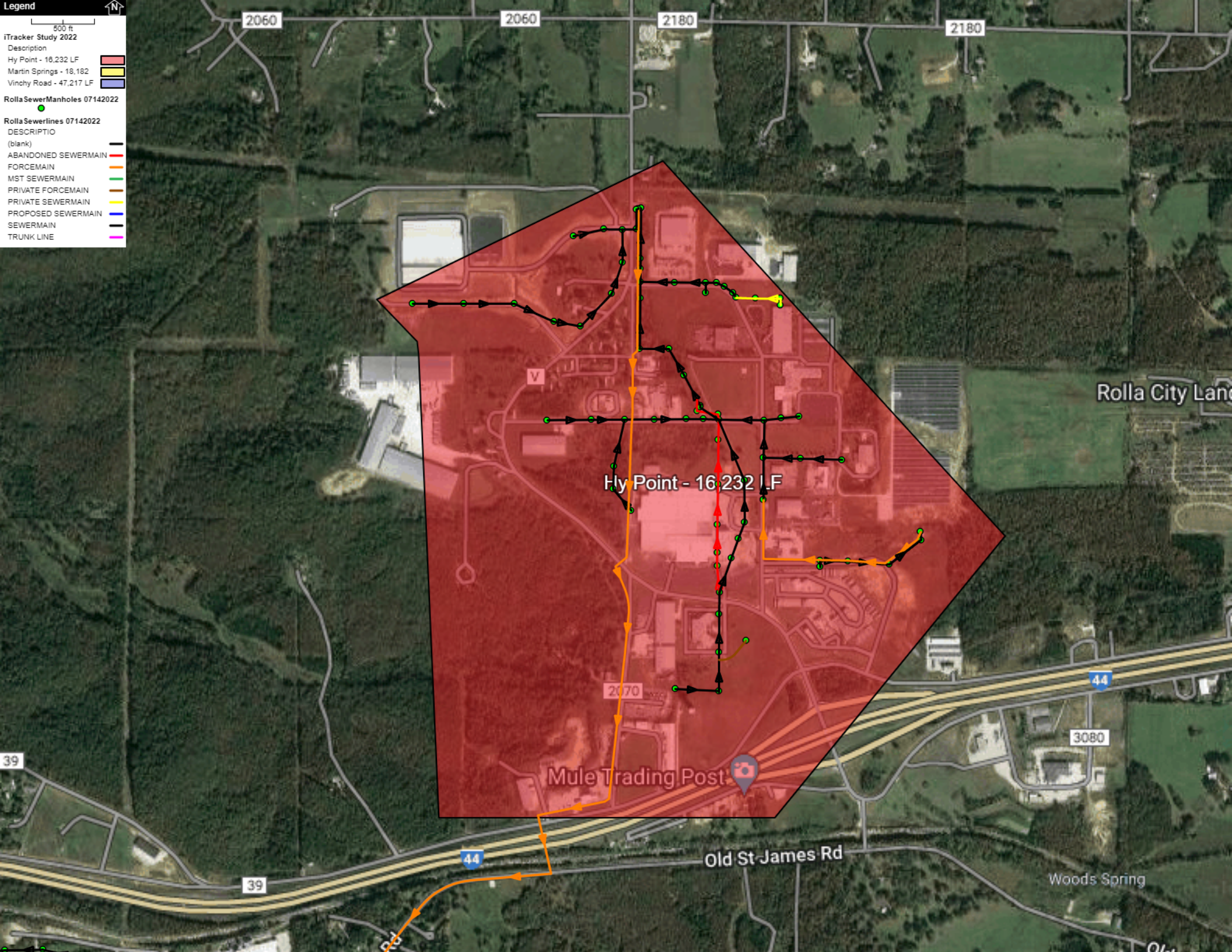
7000

770

770

7020

72



Investment



The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties.

TYPE OF SERVICE	Price	UM	QTY	Subtotal
SC 211082 Microdetection Program: Vinchy Rd Basin Study Area: 47,217 LF Microdetection Services Consisting of: <ul style="list-style-type: none"> • Installation, Data Pull & Retrieval of iTracker microdetection meters • iTracker microdetection study documentation • Study report and summary presentation • GDB / GIS shape files with all deliverables • Deliverables Review Meeting 	\$1.40	LF	47217	\$66,103.80
SC 211082 Microdetection Program: Martin Springs Basin Study Area: 16,506 LF	\$1.40	LF	16506	\$23,108.40
SC 211082 Microdetection Program: Hy Point Basin Study Area: 16, 232 LF	\$1.40	LF	16232	\$22,724.80
Program Discount	-\$27,984.25	LS	1	-\$27,984.25
Mobilization	\$1,586.00	LS	1	\$1,586.00

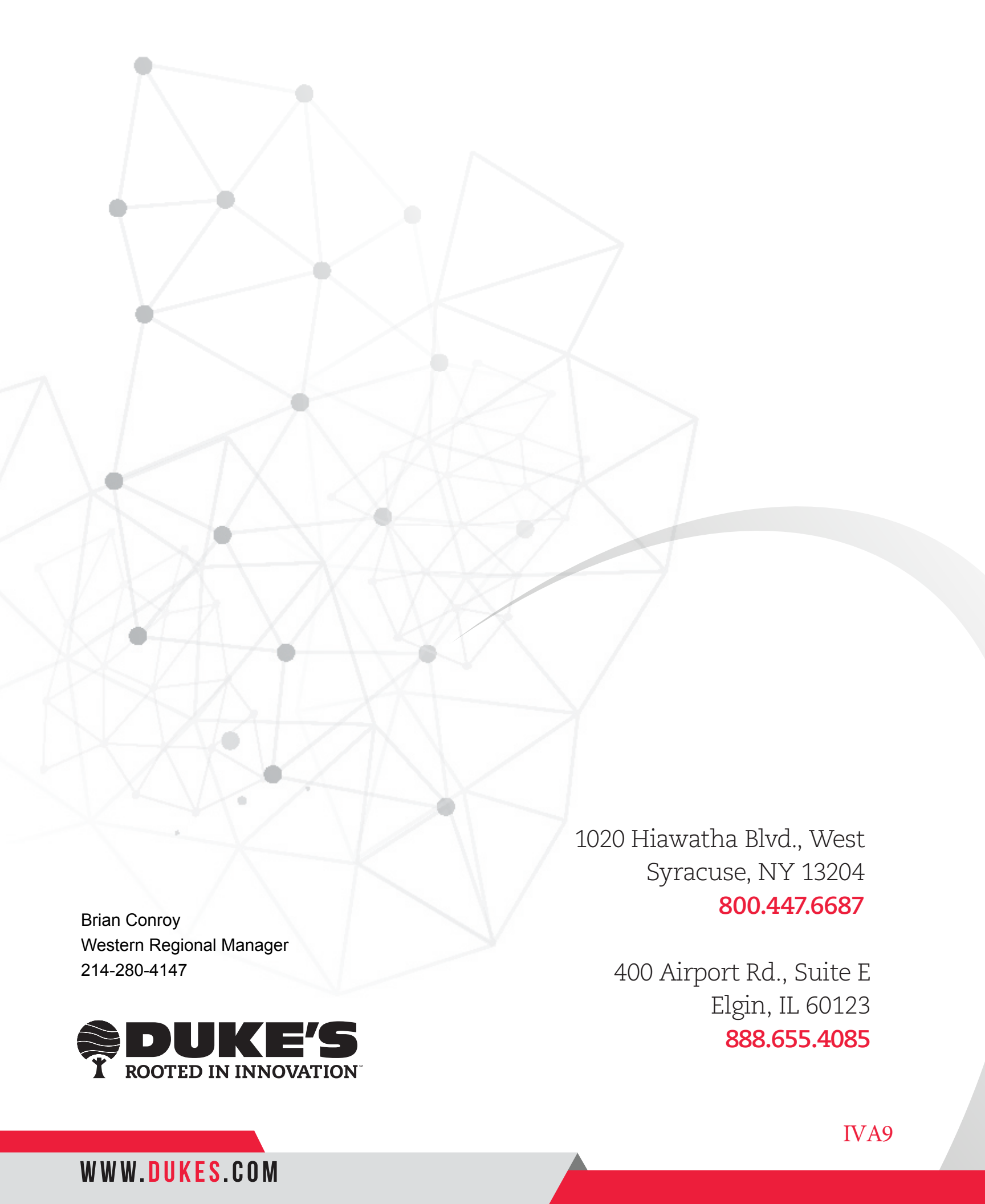
Total \$85,538.75

Proposal pricing is valid for 90 days.

Please note: Minimum order amount is \$24,000 + mobilization or fuel surcharges.

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress billing will be based on field work completed to date. 10% hold back of the project total will be billed upon completion, submission and presentation of final project deliverables and reports.



Brian Conroy
Western Regional Manager
214-280-4147



1020 Hiawatha Blvd., West
Syracuse, NY 13204
800.447.6687

400 Airport Rd., Suite E
Elgin, IL 60123
888.655.4085

IVA9

WWW.DUKES.COM

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Duke's Root Control Inc - Public Services --ID: 6014 20-01507

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Duke's Root Control Inc, hereinafter referred to as the Contractor, having its principal place of business at 1020 Hiawatha Boulevard W., Syracuse, NY 13204.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Duke's Root Control Inc

DocuSigned by:
Signature *Braden Boyko*
F714D9159B9E487...

Name Braden Boyko

Title Vice President

Date 12/10/2020

H-GAC DocuSigned by:

Signature *Chuck Wemple*
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/11/2020

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Duke's Root Control Inc - Public Services - 20-01507

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A		
Duke's Root Control Inc		
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services		
Contract No. SC01-21		
H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	Description	Base Offered Price
Dukes Root Control		
I. Miscellaneous Sewer Cleaning Services		
SC21I003	Razoroooter II - Chemical Root Control, 4" thru 9" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$1.69
SC21I004	Razoroooter II - Chemical Root Control, 10" thru 12" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$2.02
SC21I005	Razoroooter II - Chemical Root Control, 13" thru 16" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$2.83
SC21I006	Razoroooter II - Chemical Root Control, 18" thru 22" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$5.04
SC21I007	Razoroooter II - Chemical Root Control, 24" thru 30" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$6.45
SC21I008	Razoroooter II - Chemical Root Control, 32" thru 36" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$6.45
SC21I009	Razoroooter II - Chemical Root Control, 36" thru 48" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$6.45
SC21I082	ITRACKER I & I MICRODETECTION PROGRAM ALL EQUIPMENT AND SERVICE	\$1.40/LF

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Brady Wilson

ACTION: Bid Award

ITEM/SUBJECT: Forklift

BUDGET APPROPRIATION: \$ 40,000

DATE: December 19, 2022

COMMENTARY:

Sealed bids were solicited for the purchase of a new forklift for the Environmental Services Department. The proposed purchase is a scheduled replacement of an existing 2007 model. The bids that were received are tabulated below. After review of the bids, staff recommends purchasing the 2023 Octane FY30 for a price of \$40,503.

<u>Bidder</u>	<u>Make/Model</u>	<u>Bid Price</u>
Forklifts of Central MO Jefferson City, MO	2023 Toyota 50-8FGU30	\$48,754
Octane Forklifts, Inc. Denver, CO	2023 Octane FY30	\$40,503
Octane Forklifts, Inc. Denver, CO	2023 Octane FD 30	\$43,040
GW Van Keppel Co. Springfield, MO	2022 Hyundai 30L-9A	\$52,867

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Bid for Animal Control Truck

BUDGET APPROPRIATION: \$47,000 total vehicle budget

DATE: December 19, 2022

Commentary:

Bids were received and opened at 11:05 am on December 7, 2022 for the purchase of one (1) new, 2023 model year, ½ ton, full-size, four wheel drive, extended cab, long bed pickup.

We received one, qualifying bid for the vehicle:

Hutcheson Ford (St. James)	\$43,230
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Recommendation:

It is staff recommendation that Council award the bid to Hutcheson Ford for a total cost of \$43,230.

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Brian Kinsey

ACTION REQUESTED: Motion

ITEM/SUBJECT: Motion to award bid for RPD network wiring project

BUDGET APPROPRIATION: \$35,256

DATE: December 19, 2022

COMMENTARY:

The City of Rolla, Missouri Police Department recently took bids for a network wiring project. This project will involve replacing all existing network cables in the Police Department building, as well as adding additional cables in designated rooms. The existing network cabling in the building is older and has been installed piecemeal over the previous 25+ years by various parties as Police operations have expanded. This has led to two main challenges.

First, there are not enough cable runs in place. Time constraints, lack of manpower, and ad-hoc approaches to adding cable runs one by one as needs came up mean that in several cases, small, unmanaged network switches were purchased and put in place to provide additional connectivity without the time and trouble of running new cables. This is led than ideal, as it precludes full network visibility for performance monitoring and troubleshooting. This project will expand the number of cable runs to provide to current and anticipated future networking needs.

Second, the existing cable infrastructure causes network performance issues. Because many cable were installed hurriedly, in sometimes a less than professional manner, there are many existing runs that are substandard in performance. In addition, some cable runs are old, dating back close to 25 years, and are not even Category 5e, as that standard was ratified in 2001. This issue has gotten worse as network speeds have increased, and will continue to do so if not addressed. This project will upgrade the existing cable plant to Category 6 rating, feature controlled, professional installation, improve cable routing near possible sources of interference, and all new terminations on both ends.

In addition, rather than all cable runs being “home run” directly from each jack location to the network center located on the bottom floor, this project with “home run” all cables on the upper floor to a new network switch location, and interconnect that switch with the network center with a single fiber-optic run. This will shorten cable lengths, ease installation, and provide some additional future proofing for the system, while providing improved visibility and manageability.

Bids were initially sought in September, but none were received in the initial advertising period. Bids were later received from three parties over a period of two months, and it is those bids that were evaluated. Bidders and total bid prices are as follows:

Forward Slash Technology -	\$56,179.68
Pitt Technology Group -	\$55,800.60
Advanced Telephone LLC -	\$35,256.00

Budget for this project was \$25,000. All bids are obviously higher, in large part due to an increase in the price of copper. In addition, the large difference between the two higher bids and the low bid is notable. Forward Slash did not itemize their bid, so no analysis was possible, but Pitt Technology and Advanced Telephone provided sufficient detail to determine reason for the large disparity, which primarily comes down to distance traveled and housing expenses that the low bidder, being closer to Rolla, does not face. Given that, and on the grounds that City IT has prior satisfactory experience with the low bidder, we recommend the bid be awarded to the low bidder, Advanced Telephone LLC.

ADVAVCED TELEPHONE LLC
12485 Martingale Dr.
Conway, MO 65632
(417) 533-9721

12/01/22

**PROPOSAL DATA CABLING RISER FIBER
FOR
ROLLA POLICE DEPT.**

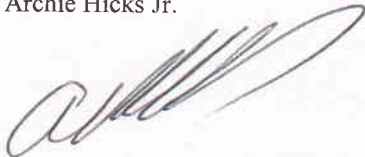
Rolla , MO.

<u>QTY</u>	<u>Description</u>	<u>Cost</u>
153	CAT6 Data jacks	\$ 918.00
77	Modular Face plates	\$ 308.00
4	Cat6 48 port patch panel (data)	\$ 640.00
27	27 Boxes of CAT6 Plenum solid copper (1000 ft) NOT CCA	\$ 8640.00
1	J hook,boxes and Misc hardware	\$ 1000.00
200	6 Strand fiber cable Multi mode	\$ 600.00
2	Termination end and enclosure boxes	\$ 500.00
1	Misc fiber patch cords Multi mode	\$ 150.00
225	Labor to install of cabling and Testing and removal of old cable	<u>\$ 22500.00</u>
	Total	\$ 35256.00

The above Bid is to run 153 Riser data cable from Upstair closet from patch panel to data jacks and down stair IT room from patch panel to jacks. Label and Certified all the cables . Run a 6 strand fiber from up stair closet to Basement IT room and terminate fiber at both end. All cables support with J hooks. Removal of old existing cable. Bid does not include Data racks.

This quote is good for 90 days. Price does not include sales tax.
Please call if I may be of further assistance.

Sincerely
Archie Hicks Jr.



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