

Note: Please turn off cell phones, pagers and other electronic devices due to audio interference.

Open Citizen Comment Procedure

- 1) Public Hearings – Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.
- 2) "Citizen Communication" – Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

**Council Meeting
August 16, 2010
City Hall Council Chambers
901 North Elm Street
6:30 p.m.**

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Don Barklage

I. PUBLIC HEARINGS

- A) Request for Ordinance to Rezone Property at 527 Keeton Road from R-1 Zoning to C-2 District Zoning (Bruns) -
(Comm. Dev. Director John Petersen) – **First Reading**

II. SPECIAL PRESENTATION

- A) RMU Fiscal Year 3rd Quarter Report and Fiscal Year 2011 Budget Presentation -
(Gen. Mgr. Rodney Bourne)

III. OLD BUSINESS

(None)

IV. NEW BUSINESS

- A) Discussion Regarding a Proposed Ordinance for a Spay/Neuter Requirement for all Dogs and Cats Residing in the City Limits – (Chief Mark Kearse) – **Discussion Only**
- B) Resolution Authorizing Execution of the Stewart B. McKinney Homeless Grant with the MO Department of Social Services – (City Administrator John Butz) - **Resolution**
- C) Resolution Authorizing the Contract with the Emergency Shelter Grant Administration for Russell House
(City Administrator John Butz) – **Resolution**

V. CLAIMS and/or FISCAL TRANSACTIONS

- A) Resolution to Enter Into an Agreement for Project 280, Bryant Drive/Rolla West Phase II -
(DPW Director Steve Hargis) – **Resolution**

VI. MAYOR/CITY COUNCIL COMMENTS

- A) Reappointment of Harold Bennish to the Board of Building Appeals (2015)
- B) Appointment of Harold (Jim) Burns, Jr. to the Board of Adjustment to fill the Expired Term of Jim Packard (June 2015)
- C) Reappointment of Members of the Airport Committee: John Wyss, Don Barklage, and William Hoertel to serve a two year term (July 2012)

VII. CITIZEN COMMUNICATION

VIII. COMMENTS FOR THE GOOD OF THE ORDER

- A) Budget Workshop 5:30 p.m. on Wednesday, August 25th (+August 26th if needed)
- B) 2010 Tax Rate Setting Public Hearing, 5:30 p.m., Wednesday, August 25th

IX. CLOSED EXECUTIVE SESSION

Pursuant to Section 610-021 RSMo the City Council will discuss the following issues in Executive Session:

- A) Real Estate
- B) Contract Negotiations

X. ADJOURNMENT

FINDINGS: The Rolla City Council may consider the following factors in their decision to approve or deny the rezoning request.

1. **Neighborhood Character/impact:** The subject rezoning would not have a negative impact on the neighborhood given the existing zoning pattern and land use in the area. If approved for C-2, the property owner will be required to meet buffer yard requirements on the southern boundary of the subject property. The owner(s) may opt to erect a solid fence to reduce the buffer yard area and landscaping requirement. The proposed use would be a chapel to support the operations of the cemetery, although once zoned any C-2 use would be acceptable. The subject property is near the intersection of Lion's Club Drive and U.S. Highway 63-a likely future location for commercial uses.
2. **Consistency with the Rolla 2020 Comprehensive Plan Update:** The Rolla 2020 Comprehensive Plan Update, Future Land Use Plan map calls for commercial businesses in this area.
3. **Adequacy of utilities & public services:** All utilities (gas, water, sewer, and electrical) are currently available to the subject property to support commercial development.
4. **Impact on streets and parking:** There should not be a negative impact on traffic on adjacent streets. U.S. Highway 63 is designed for high volume traffic. Parking requirements will be met during the land development process. Parking areas will be paved.
5. **Physical characteristics:** The lots are vacant, with no buildings. The lot slopes toward the North. There are no trees on the lot.
6. **Suitability for development if rezoned:** The lots would be suitable for the proposed use as a chapel, especially with the cemetery adjoining the property. If the property were rezoned to C-2 zoning, this would eliminate the narrow strip of R-1 zoning between the C-2 and C-1 zoning.

PUBLIC COMMENT/ISSUES: The proposed rezoning was advertised in the Rolla Daily News on July 24, 2010. Property owners within the 185' boundary have been notified and to date, no one has contacted the Community Development Department. The zoning map and request was sent to Development Review Committee members. There were no questions or comments from DRC members. If the zoning is approved, a buffer yard requirement would be imposed on the East property line, adjoining the R-1 single family zoned lot. The applicants have requested a first and final reading of the ordinance (see enclosed letter).

PLANNING AND ZONING RECOMMENDATION: The Planning and Zoning met on August 10, 2010 and voted to recommend that the City Council approve the request.

I.A.2.

ACTION REQUIRED: Motion to approve or deny the request to rezone property at 527 Keeton Road (fractional part of Lots 2 and 3 of Ozark Terrace Subdivision) from R-1 (single-family district) zoning to C-2 (general retail district) zoning.

ATTACHMENTS:

Zoning area map
Request from applicant
Affidavit of publication
Property owners within 185' boundary

CC: Williams, Robinson, Rigler, & Buschjost

I. A. 3.

City of ROLLA

Community Development



901 North Elm Street
P.O. Box 979, Rolla, MO 65402
Phone: 573-364-5333
Fax: 573-426-6978

Rezoning Case # _____
Date Filed _____
Application Fee \$200.00

APPLICATION FOR REZONING OF REAL ESTATE

Submit to:
Community Development Department
PO Box 979 901 North Elm St
Rolla, MO 65402 Rolla, MO 65401
Phone: 573-364-5333 Fax: 573-426-6978

Applicant's Name: Edward A. Bruns & S. Diane Bruns
Address: 202 Candlewick Lane, Pacific, MO 63069
Phone Number: c/o Williams, Robinson @ 341-2266
Address of subject property: 527 Keeton Road, Rolla, MO 65401

The undersigned hereby state they are the legal owner(s) or have a financial or contractual interest in the real estate described herein (legal description must be printed below or attached as an exhibit): See Exhibit "A", attached hereto and made a part hereof.

Current zoning is: R-1 Single Family Current land use is: Vacant lot.
Proposed zoning is: C-2 General Retail District Proposed land use is: Cemetery chapel.

A check for \$62.50, payable to the Rolla Daily News for advertising, will be provided when this application is filed.

Signatures of the owner(s) or those parties with financial or contractual interest in the above described real estates. *(All signatures must be notarized.)*

Edward A. Bruns
Type or print name

X [Signature]
Signature

S. Diane Bruns
Type or print name

X [Signature]
Signature

Type or print name

Signature

Subscribed and sworn before me this 7 day of July in the year 2010.

[Signature]
Notary Public

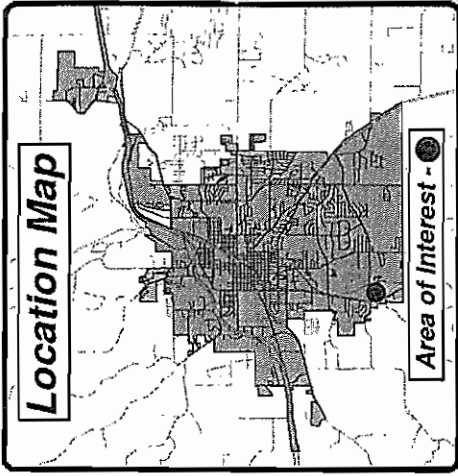
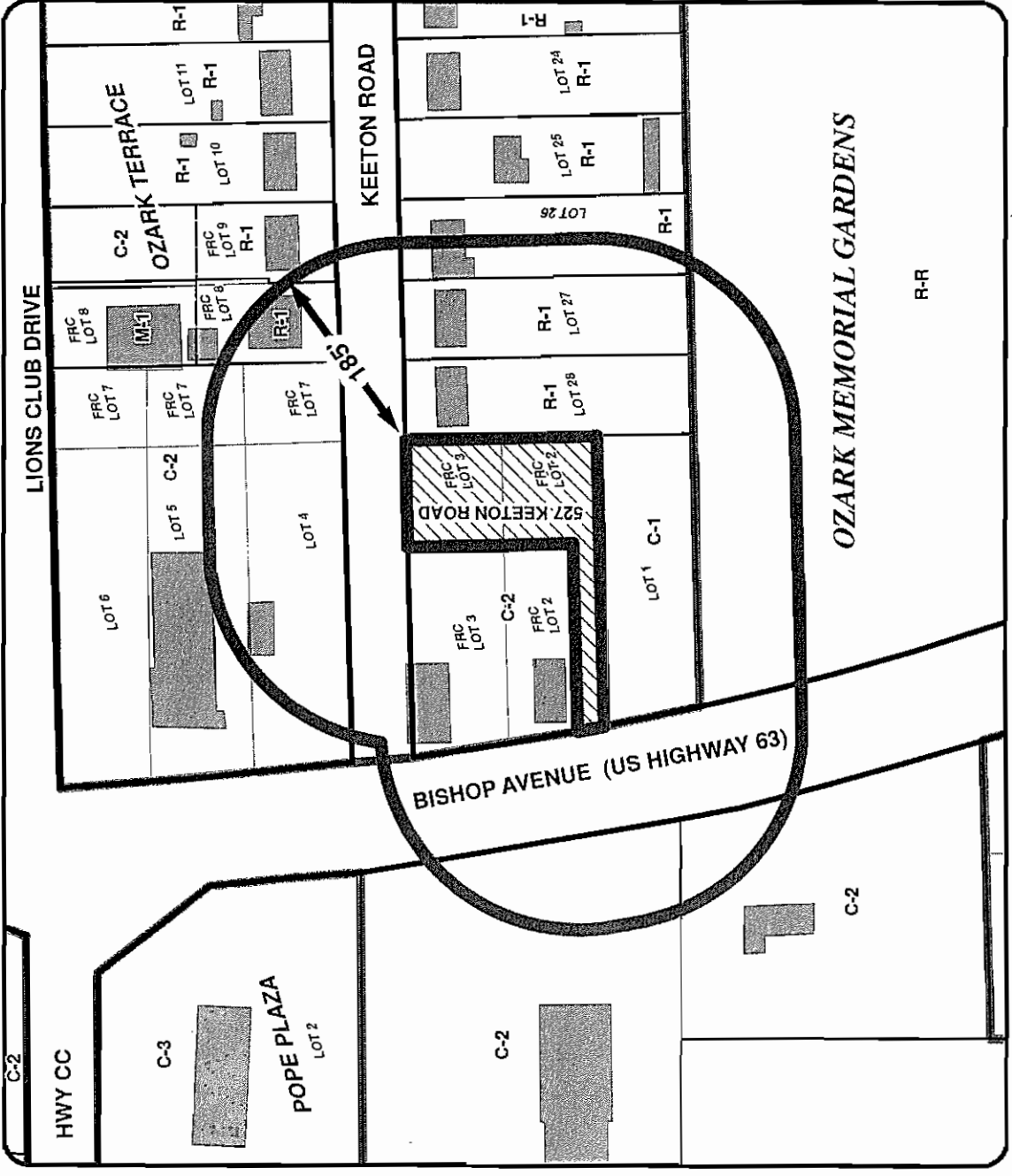
KENNETH L PRICHARD
Notary Public - Notary Seal
State of Missouri
Commissioned for Franklin County
My Commission Expires: June 19, 2011
Commission Number: 07387960

RECEIVED JUL 09 2010

An Equal Opportunity Employer

I A.4.

Request to rezone a fractional part of Lots 2 & 3 of Ozark Terrace (527 Keeton Road) from R-1 (Single Family District) to C-2 (General Retail District) (Bruns)



Zoning Classification

- NZ - No Zone
- C-O - Office District
- C-1 - Neighborhood Business District
- C-2 - General Retail District
- C-3 - Highway Commercial District
- M-1 - Light Manufacturing
- M-2 - Heavy Manufacturing
- GI - Government and Institutional
- CC - Center City
- R-1 - Single Family District
- R-2 - Two Family District
- R-3 - Multi-Family District
- R-R - Rural Residential District
- PUD - Planned Unit Development

I.A.5.

k:\comdev\zoning\2010\July\bruns\bruns_527.pdf

LAW OFFICES OF
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST

JOHN Z. WILLIAMS
(1941-2009)

J. KENT ROBINSON*
JOSEPH W. RIGLER
CAROLYN G. BUSCHJOST*
CARY L. HANSEN
LANCE B. THURMAN
MEGAN K. SEUFERT

A PROFESSIONAL CORPORATION
901 NORTH PINE STREET - FOURTH FLOOR
POST OFFICE BOX 47
ROLLA, MISSOURI 65402

[HTTP://WWW.TEAMLEX.COM](http://www.teamlex.com)

TELEPHONE
(573) 341-2266

FACSIMILE
(573) 341-5864

E-MAIL
MAIL@TEAMLEX.COM

* ALSO LICENSED IN ILLINOIS

July 9, 2010

City of Rolla
ATTN: John Peterson
Community Development
Via Hand Delivery

**RE: EDWARD AND DIANE BRUNS
ZONING REQUEST
PROPERTY: LOTS 2 & 3, OZARK HILLS ADDITION, ROLLA, MO
OUR FILE NO.: 14890.003**

Dear John:

Enclosed please find an original Application for Rezoning of Real Estate signed by Edward and Diane Bruns, as well as a check payable to the "City of Rolla" for \$200.00 representing payment of the application fee.

It is my understanding that this matter will be on the agenda for the August 10, 2010, Planning and Zoning meeting. If this is not correct, please advise.

Should you have questions or require additional information, please do not hesitate to contact me.

Very truly yours,

WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: 

J. Kent Robinson, #30960
KROBINSON@TEAMLEX.COM

Enclosures

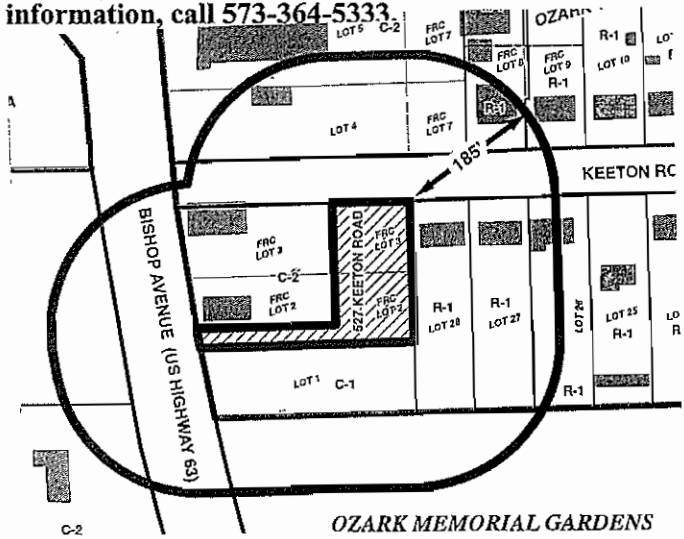
cc: Verlin Fishback

BRUNS

ACCT NO.	OWNER	SITE ADDRESS	MAILING ADDRESS
10916.00	ADAMS, ROGER W TRUST	1334 South Bishop Avenue	% FAIRGROUND AUTO PLAZA PO BOX 899 ROLLA MO 65402
10937.00	BROWN'S APPLIANCE CENTER INC	521 Keeton Road	PO BOX 1057 ROLLA MO 65402
10942.00	BRUNS, EDWIN A & S DIANE	1333 South Bishop Avenue	202 CANDLEWICK LN PACIFIC MO 63069
10939.00	GRISHAM, VINCENT W	525 Keeton Road	525 KEETON RD ROLLA MO 65401
10915.00	LAHONTAN LLC	1336 South Bishop Avenue	% WARREN DEAN 1336 S BISHOP AVE ROLLA MO 65401
10938.00	MALVA, RACHEL	523 Keeton Road	13690 CO RD 7000 ROLLA MO 65401
10906.00	RIDENHOUR, MICHAEL S & RUTH E	522 Keeton Road	20005 HWY CC LICKING MO 65542
10908.00	ROLLA ELKS LODGE #2461 BPOE	1325 South Bishop Avenue	HWY 63 SOUTH ROLLA MO 65401
10943.00	SHEPHERD HILLS CEMETERY INC	1335-1351 South Bishop Avenue	202 CANDLEWICK LN PACIFIC MO 63069
10907.00	SWAIN, ELAINA R	524 Keeton Road, 681 West Lions Club Drive	524 KEETON RD ROLLA MO 65401
10941.00	TAYLOR, TIMOTHY J & REGINA M	1327, 1329 South Bishop Avenue	12975 HWY 63 S ROLLA MO 65401
	JIM WILLIAMS		P.O. BOX 1897
	KEN BOEKER		904 OAK LANE

T.A. 7.

Notice of Public Hearing: There will be a public hearing held by the City of Rolla Planning & Zoning Commission on Tuesday, August 10, 2010 at 5:30 PM at the Rolla City Municipal Building, Council Chambers, 901 N. Elm St. The City Council will hold a public hearing on Monday, August 16, 2010 at 6:30 PM to consider the request to rezone property at 527 Keeton Road from R-1 zoning to C-2 zoning (Bruns). At this public hearing any interested person may present evidence regarding the proposed rezoning. Furthermore, any objections should be filed with the City of Rolla Community Development Dept. For information, call 573-364-5333.



I.A.8.

**SHEPHERD HILLS CEMETERY, INC
202 CANDLEWICK LANE
PACIFIC, MISSOURI 63069**

August 11, 2010

CITY of ROLLA
City Council
901 North Elm Street
Rolla, Missouri 65402

Request for Re-zoning approval

Gentlemen:

Pursuant to our meeting with the Planning and zoning commission on Tuesday, August 10th, we do hereby submit our request to you for approval of their recommendation to rezone a partial of Lots 2 and 3 described as PPT "A" attached hereto from a R-1 (single familyu classification) classification to a C-2 (general commercial district) classification.

We further request that you make your action a on-time vote and Final approval for this classification.

We look forward to working with you on our continued improvement of the property known as Ozark Hills Memrial Gardens.

We trust that this will meet with your approval and we are patiently awaiting your decision.

Sincerely,



Edwin A. Bruns
President

I.A.9. (2)

ORDINANCE NO. _____

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, AS FOLLOWS: AN ORDINANCE AMENDING THE BASIC ZONING ORDINANCE NO. 3414, CHAPTER 42 OF THE CODE OF THE CITY OF ROLLA, MISSOURI, AFFECTING THE REAL ESTATE KNOWN AS LOTS 2 AND 3 OF OZARK TERRACE SUBDIVISION (527 KEETON ROAD) FROM R-1 (SINGLE FAMILY DISTRICT) ZONING TO C-2 (GENERAL RETAIL DISTRICT) ZONING (BRUNS).

WHEREAS, a petition has been duly filed requesting that the Basic Zoning ordinance of the City of Rolla, Missouri, be amended so as to change the class of the real property hereinafter described; and

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on August 10, 2010 and made its report and recommendation to the City Council; and

WHEREAS, a public notice was duly published for the City Council according to law, which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, in the City of Rolla, Missouri, on August 16, 2010 at the hour of 6:30 p.m.; and

WHEREAS, a public hearing was held at the time and place provided by said notice; and

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the City Council at said hearing by those citizens favoring said change of zoning and by those citizens opposing said change in zoning, the Council finds that the proposed change of zoning would promote public health, safety, morals, and the general welfare of the City of Rolla, Missouri, and would be for the best interest of said City; now

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts and a zoning map in accordance with a comprehensive plan, be and the same is hereby amended by changing the zoning and classification of the following property situated within the City of Rolla, Missouri, and described as follows: Lots 2 and 3 of Ozark Terrace Subdivision, a subdivision in the City of Rolla Missouri (aka 527 Keeton Road) **from R-1 (single family district) to C-2 (general retail district) zoning.**

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

I. A. 10.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND
APPROVED BY THE MAYOR THIS 16TH DAY OF AUGUST 2010.**

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

I. A. II.

City of Rolla
CITY COUNCIL AGENDA

Discussion only

DEPARTMENT HEAD: Chief Mark Kears

ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Animal-Related Ordinances

BUDGET APPROPRIATION (IF APPLICABLE): \$ n/a

DATE: August 16, 2010

Commentary:

As requested, attached is a new ordinance proposal for a spay/neuter requirement for all dogs and cats residing in the city limits of Rolla.

Recommendation:

Staff recommends this first reading.

ITEM NO. IV. A. 1.

ORDINANCE NO. _____

AN ORDINANCE ENACTING SECTION 5-25 OF THE CODE OF THE CITY OF ROLLA, MISSOURI, PERTAINING TO ANIMALS AND FOWL.

WHEREAS, the purpose of this ordinance governing dogs and/or cats in the city limits of Rolla, Missouri, is to ensure a safe environment for all citizens and their pets and to help reduce the animal overpopulation.

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

Section 1: That Section 5-25, of the Code of the City of Rolla, Missouri, *Mandatory Spaying/Neutering of Dogs and Cats*, is hereby enacted to read as follows:

Sec. 5-25. Mandatory spaying and/or neutering of dogs and cats.

(a) It shall be unlawful for a person(s) to keep, harbor, own and/or possess a dog and/or cat within the city limits of Rolla, Missouri on and after the effective date of this ordinance and fail to spay and/or neuter such dog and/or cat older than six months of age.

(b) Any dog and/or cat kept, harbored, owned and/or possessed in the city of Rolla, Missouri, in violation of the provisions of this ordinance will be subject to immediate seizure and impoundment at the Rolla Animal Shelter until the owner thereof complies with the provisions of this ordinance or the dog and/or cat is permanently removed from the city limits. If the owner fails to comply with the provisions of this ordinance within 10 days of the date of seizure of the dog and/or cat, the dog and/or cat shall be put up for adoption or humanely euthanized if no home can be found. The owner shall be responsible for all fees incurred.

(c) The owner/keeper/caretaker of a dog and/or cat older than six months of age must have such dog and/or cat spayed and/or neutered by a licensed veterinarian and provide written proof of such altering to any Animal Control Officer and/or Police Officer upon verbal request.

(d) This ordinance shall not apply to the following:

- (1) Rolla Animal Control and Shelter;
- (2) Licensed veterinarians;
- (3) Dogs and/or cats visiting the city for less than a ten-day period;
- (4) Hobby and/or Show Breeders: Citizens wishing to breed their dog or cat may apply for a Hobby/Show Breeder License with Rolla Animal Control. The license must be renewed yearly and will only be given after an inspection of the home to assure the applicant is compliance with the animal care standards provided in Section 5-66 of the Rolla City Code.

IV. A.2.

(e) Any person(s) keeping or harboring a surgically unaltered dog and/or cat older than six months within the city limits of Rolla may be fined \$300 per animal.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 16th DAY OF AUGUST 2010.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV.A.3.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING the Mayor of the City of Rolla, Missouri to execute on behalf of the City of Rolla, Missouri, the Contract between the City of Rolla and the Missouri Department of Social Services, Emergency Shelter Grant Program.

NOW, THEREFORE, BE IT Resolved by the City Council of the City of Rolla, Missouri, as follows:

SECTION 1: That the Mayor of the City of Rolla, Missouri, is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, the Contract between the City of Rolla, Missouri, and the Missouri Department of Social Services, Emergency Shelter Grant Program attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF AUGUST 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Counselor

IV. B.2

 *Missouri Department of*
SOCIAL SERVICES

Your Potential. Our Support.

JEREMIAH W. (JAY) NIXON, GOVERNOR • RONALD J. LEVY, DIRECTOR

FAMILY SUPPORT DIVISION

ALYSON CAMPBELL, DIVISION DIRECTOR

615 HOWERTON CT • PO BOX 2320 • JEFFERSON CITY, MO 65102

WWW.DSS.MO.GOV • (573) 751-6789 • (573) 522-9557 FAX

July 20, 2010

City Of Rolla
Mayor William Jenks III
901 N Elm
P. O. Box 979
Rolla, MO 65402

Dear Mayor Jenks III,

Please accept this letter as a formal grant award notice for the State of Missouri's FFY 2010 Emergency Shelter Grant (ESG) Program, governed by Federal Statute Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, as amended (US. Code: 42 USC 11371 et seq). The ESG streamlined regulations are part of the Code of Federal Regulations at 24 CFR 576, published in the Federal Register October 2, 1996, and became effective November 1, 1996. To learn more about the federal laws, regulations, and program procedures that apply to the ESG Program, please review the ESG Program Desk Guide at

<http://hudhre.info/index.cfm?do=viewEsgDeskguide>

It should be noted that ESG funds may not be obligated or expended for activities or projects that have not been cleared from environmental conditions. Applicable requirements of 24 CFR 576.57(e) concern Environmental Review/Compliance responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

Enclosed is a contract for the 2010 ESG Program. Please review, sign, and return the document at your earliest convenience to:

Damion Trasada
ESG Program
Family Support Division
PO Box 2320
Jefferson City, MO 65102-2320

RELAY MISSOURI

FOR HEARING AND SPEECH IMPAIRED

1-800-735-2466 VOICE • 1-800-735-2966 TEXT PHONE

An Equal Opportunity Employer, services provided on a nondiscriminatory basis.

IV.B.3.

Additionally, it should be noted that this contract is between the local government and the State. As such, administrative oversight rests with the local authority and carries with it compliance and fiscal responsibilities. The local governing authority must submit invoices for reimbursement on behalf of the sub-recipients listed below.

As the contractor, you may, upon written request to the Family Support Division (FSD) and on behalf of the sub-recipient, request a working advance of funds in an amount equal to either 30 days cash need or \$5,000.00, whichever amount is greater. If such a request is made, please submit the following:

- Signed letter from local government to the Family Support Division describing the basis for the advance
- The amount of advance requested in the applicable five budget categories:
 - Administration
 - Rehabilitation
 - Operations
 - Essential Services
 - Prevention Services
- Completed FFY10 Recipient Request for Reimbursement and Financial Status Report: Form 886-2260 (rev. 03/2009)

Also enclosed is a document titled "**Grantee/Contractor Guidelines At A Glance**" which is intended to serve as broad guidance to ESG Program administration from the grantee/contractor's perspective.

The grant award is based upon the budget you submitted for consideration. If a categorical adjustment/sub-recipient allocation of funds is required, please so advise prior to your obligation of funds.

The following represents the approved amounts of State funds by category and proposed sub-recipient for your contract. If you submitted a request on behalf of a sub-recipient whose application was not recommended for funding, you will note that zeroes appear in all categories. **NOTE: It is the responsibility of the grantee/contractor to notify sub-recipients in the event funding is not recommended.**

IV. B.4.

City Of Rolla
Total Award:

\$ 8,606

Sub-recipient	Administration	Rehabilitation	Operations	Essential Services	Prevention	Total
City Of Rolla Administration	172	0	0	0	0	172
Phelps Co Crisis Ctr	0	0	8,434	0	0	8,434

Both the State and the U.S. Department of Housing and Urban Development have placed significant emphasis on the timely obligation and expenditure of ESG funds. The attached contract covers service delivery beginning April 1, 2010, through March 31, 2011. Contractors are required to obligate funds no later than 180 days after the State makes the grant available. The State may recapture any grant amounts that a contractor does not obligate. **In addition, the State expects all contractors to expend ESG funds during the 12 month contract period. Contractors who are unable to expend ESG Program funding within that period may risk a reduction in future ESG Program funding.** Please monitor sub-recipient expenditure levels to ensure that all funding is expended by the end of the contract period, March 31, 2011.

If you have any questions about the ESG Program contract or reimbursement procedures, please contact Leslie Kaylor at (573) 751-6789 or Leslie.K.Kaylor@dss.mo.gov.

Sincerely,


Shari Allen
Deputy Director

Director

SA:lk

Enclosures

IV.B.5.

FFY 2010
EMERGENCY SHELTER GRANT PROGRAM CONTRACT

This contract made by and between the Family Support Division (hereinafter referred to as the "Division") and the City Of Rolla (hereinafter referred to as the "Contractor"), shall be as follows:

- 1) This contract shall become effective for services delivered beginning APRIL 1, 2010 and shall continue in full force and effect through MARCH 31, 2011 unless modified by a mutually acceptable and duly executed written amendment.
- 2) The Contractor agrees that its application and certifications submitted in response to the Emergency Shelter Grant Program, and identified herein as Exhibit A, shall be a part of this contract as if said Exhibit A were set forth herein. The Contractor agrees to comply with all terms and conditions of the contract and Exhibit A.
 - a) This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein.
 - b) Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division. The contractor understands and agrees that no other method may be used to amend or modify this contract, and no other document or communication, including correspondence from any party, acts, or oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3) The Contractor shall provide all services, as defined in Exhibit A, at a total contract cost not to exceed \$17,212 of which \$8,606 shall be local funds from the sources identified in Exhibit A, and of which \$8,606 shall be state funds. Expenditures shall not exceed the amounts listed in the following categories: \$172 Administration, \$0 Rehabilitation/Conversion/Renovation, \$8,434 Operations, \$0 Essential Services, and \$0 Prevention Services.
- 172
4) Services rendered by the Contractor under this contract shall be limited to services to individuals or families who are homeless or meet the requirement for prevention services. The United States Department of Housing and Urban Development (HUD) defines homelessness as the following:
 - a) A homeless person is someone who is living on the street or in an emergency shelter, or who would be living on the street or in an emergency shelter without HUD's homelessness assistance. A person is considered homeless only when he/she resides in one of the places described below:
 - i) In places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, on the street;
 - ii) In an emergency shelter;
 - iii) In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters;
 - iv) In any of the above places but is spending a short time (up to 30 consecutive days) in a hospital or other institution;
 - v) Is being evicted within a week from a private dwelling unit and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing or their housing has been condemned by housing officials and is no longer considered meant for human habitation;
 - vi) Is getting discharged within a week from an institution in which the person has been a resident for more than 30 consecutive days and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing; or
 - vii) Is fleeing a domestic violence situation and no subsequent residence has been identified and the person lacks the resources and support networks needed to obtain housing.
 - b) HUD defines eligibility for prevention services as follows:

Efforts to prevent homelessness such as financial assistance to families who have received eviction notices or notices of termination of utility services if-

- i) the inability of the family to make the required payments is due to a sudden reduction in income;

IV.B.6.

- ii) the assistance is necessary to avoid the eviction or termination of services;
 - iii) there is a reasonable prospect that the family will be able to resume payment within a reasonable period of time; and
 - iv) the assistance will not supplant funding for preexisting homelessness prevention activities from other sources.
- 5) The Contractor shall determine and document the eligibility of each recipient of services under this contract using the definition of homelessness or prevention services as described in paragraph 4.
- 6) The Contractor may, upon written request to the Division, receive a working advance of funds in an amount equal to either 30 days cash needs or \$5,000.00, whichever amount is greater.
- 7) The Contractor shall, within fifteen (15) working days following the last day of each calendar month, submit an invoice to the Division on forms approved by the Division for services rendered by the Contractor during such month. Such invoices shall include:
- a) the Contractor's name and address;
 - b) the month for which services are being invoiced;
 - c) the unique invoice number according to Division instructions;
 - d) the cost of services incurred, by type of service;
 - e) the total cost of services incurred for that month;
 - f) the amount of the local share of the cost of services incurred;
 - g) the amount of the state share of the cost of services incurred and for which payment is requested from the state; and
 - h) the total number of individuals receiving services during the month.
- 8) The Contractor agrees to submit to the Division, in a format approved by the Division, and no later than 30 days after the state obligates the funds, an interim performance report that indicates the amount of funds obligated for each of the four categories of eligible activities described in 24 CFR 576.21 (a), (1), (2), (3), and (4).
- 9) The Contractor shall submit, at the same time when reporting under paragraph 8, certification of the amount of local matching funds committed for this contract as required by 24 CFR 576.51 (b) (2) (ii).
- 10) The Contractor agrees that the amount of reimbursement due from the Division for the contract period shall not exceed the amount identified as "State funds" in paragraph 3 above.
- 11) When required by OMB A-133, the Contractor shall obtain an annual audit of the services contracted herein. The audit shall be made in accordance with generally accepted auditing standards. The audit shall contain, at minimum, the following schedules:
- a) statement of assets and liabilities;
 - b) statement of changes in financial position;
 - c) consolidated statement of revenues and expenditures plus supplemental schedules for the Emergency Shelter Grant Program;
 - d) fund balance statement; and
 - e) verification of reported performance.
- 12) The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri State Auditor during the contract period and any renewal period, and for three (3) years from the date of final payment on the contract or contract renewal period.
- a) The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.
- 13) The Contractor agrees to comply with all policies, guidelines, and requirements of 24 CFR Part 44, 24 CFR Part 85, 24 CFR Part 576 and OMB Circular No A-87, as they relate to the acceptance and use of Emergency Shelter Grant amounts by States and units of general local governments; and OMB Circulars No. A-110, A122, and A-133 as they relate to the acceptance and use of Emergency Shelter Grant amounts by private nonprofit organizations.

- 14) The Contractor shall comply with provisions of 24 CFR 576.21 (a)(4)(ii) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will not supplant funding for pre-existing homeless prevention activities from any other source.
- 15) The Contractor agrees to comply with the provisions of 24 CFR 576.51 (b)(2)(v) concerning the funding of emergency shelter in hotels or motels or commercial facilities providing transient housing.
- 16) The Contractor shall comply with the provision of 24 CFR 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- 17) The Contractor shall comply with the provisions of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
- 18) The Contractor shall comply with the provisions of the environmental requirements under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58 with respect to funds provided under this grant agreement.
- 19) The Contractor agrees to allow reasonable and timely site visits by the Division and further agrees to make available upon request any records required to be maintained by this agreement. The visits may be announced and unannounced. The Contractor shall require appropriate identification or documentation of authority of all persons making site visits on behalf of the Division.
- 20) Contract Monitoring - The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but not limited to, those conditions specified below:
 - a) Withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period;
 - b) Requiring additional, more detailed financial reports or other documentation;
 - c) Additional contract monitoring;
 - d) Requiring the contractor to obtain technical or management assistance; and/or
 - e) Establishing additional prior approvals from the state agency
- 21) Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity. These 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 (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b) Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c) 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;
 - d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f) Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - g) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h) Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - i) Missouri Governor’s E.O. #05-30; and
 - j) The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.
- 22) Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

IV. B. 8.

- a) The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b) The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c) Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 23) Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 24) Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 25) Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:
- a) In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments, applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract:
 - i) Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations.
 - ii) Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.
 - b) Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - i) The percentage of the total costs of the program or project which will be financed with Federal money;
 - ii) The dollar amount of Federal funds for the project or program; and
 - iii) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 - c) The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
 - d) The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

IV.B.9.

- e) The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
 - f) The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
 - g) The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 26) Debarment Certification – The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., Exhibit D with the proposal. This document must be satisfactorily completed prior to award of the contract.
- 27) Officials and employees of the Division, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- 28) Employee Bidding/Conflict of Interest Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in offeror's organization:	%

- 29) Confidentiality: The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- a) The contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.
 - i) The contractor assumes liability for all disclosures of confidential information by the contractor and/or the contractor's/provider's subcontractors and employees.
 - ii) The contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).
- 30) Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a) Registration of business name (if applicable)
 - b) Certificate of authority to transact business/certificate of good standing (if applicable)
 - c) Taxes (e.g., city/county/state/federal)
 - d) State and local certifications (e.g., professions/occupations/activities)
 - e) Licenses and permits (e.g., city/county license, sales permits)

IV. B. 10.

f) Insurance (e.g., worker's compensation/unemployment compensation)

- 31) Pursuant to Article VII, Section 6 of the Constitution of the State of Missouri, as well as all other applicable Federal and State laws and regulations, the Contractor acknowledges and agrees that the money provided by the Division pursuant to this agreement shall not be used to promote or further nepotism.
- 32) In the event the Contractor contracts with any other party to effectuate the terms of this agreement, the contract between the Contractor and said other party, shall incorporate by reference and specify that said other party is currently in compliance with, and shall continue to comply with, paragraphs 3 and 4 and paragraphs 12 through 33 detailed herein.
- 33) Termination - The Division of Finance & Administrative Services/Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Finance & Administrative Services/Purchasing, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
 - a) Termination - If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund the contract, or in the event of a change in federal or state law relevant to the contract, the obligations of each party may, at the sole discretion of the State of Missouri, be terminated in whole or in part, effective immediately or as determined by the State of Missouri, upon written notice to the contractor from the State of Missouri.
- 34) Any written notice of agreement termination shall be sent by certified mail, first class, postage paid, and said notice shall be effective upon deposit with the U. S. Postal Service.
- 35) The Contractor shall submit to the Division, all ESGP reimbursement requests for expenses incurred from April 1, 2010, through March 31, 2011, no later than May 15, 2011, to the Division.

EXHIBIT A

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

IV. B.13.

CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Emergency Shelter Grant Administration with Russell House

BUDGET: APPROPRIATION (IF APPLICABLE) \$8,606 (\$8,434 pass-through)

DATE: 8/16/10

COMMENTARY:

The City was awarded an \$8,606 emergency shelter grant from the Stewart B. McKinney Federal Grant Program administered through the MO Department of Social Services. It is our 12th year of participating in this program on behalf of the Russell House. The attached Contract for Services authorizes Russell House to act as our sub-contractor on the grant. Russell House is then responsible for program compliance and record keeping. The City retains 2% for administration.

Recommendation: Resolution Authorizing the Mayor to Execute the Contract for Services with the Russell House

ITEM NO. IV. C. 1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING the Mayor of the City of Rolla, Missouri to execute on behalf of the City of Rolla, Missouri, the Contract for Services between the City of Rolla and the Russell House.

NOW, THEREFORE, BE IT Resolved by the City Council of the City of Rolla, Missouri, as follows:

SECTION 1: That the Mayor of the City of Rolla, Missouri, is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, the Contract for Services between the City of Rolla, Missouri, and the Russell House, a copy of said contract attached hereto and marked Exhibit A.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF AUGUST 2010.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Counselor

IV. C. 2.

**CONTRACT FOR SERVICES
EMERGENCY SHELTER GRANT PROGRAM**

- A) This document shall be a Contract for Services between Russell House (hereinafter referred to as "Contractor") and the City of Rolla (hereinafter referred to as "City").
- B) The objective of this contract shall be to provide emergency shelter to abused women and children throughout the Rolla area.
- C) Under this agreement contractor agrees to:
 - 1) Maintain a responsible governing board in accordance with all by-laws and articles of incorporation to oversee the operation of Contractor.
 - 2) Maintain status as a general not-for-profit corporation in the State of Missouri.
 - 3) Maintain complete and accurate records of all matching funds (\$8,434) for the 2010 Emergency Shelter Grant Program for a period of five years;
 - 4) Administer the 2010 Emergency Shelter Grant Program on behalf of the City of Rolla and provide copies of all correspondence between the Russell House, City of Rolla and the Division of Family Services including monthly status reports in accordance with Section 7 of the 2010 Emergency Shelter Grant Program Contract;
 - 5) Services rendered by the Contractor shall be limited to individuals or families who are homeless because of domestic violence;
 - 6) Contractor shall hold the City harmless of any liability or loss arising from the operation of Russell House.
- D) To assist Contractor in providing said services, the City agrees to:
 - 1) Sponsor contractor's application for funding;
 - 2) Act as fiscal agent for the distribution of grant funds in the amount of \$8,434;
 - 3) Assist Contractor with grant administration and maintain all permanent files for five (5) years.
- E) The length of the contract shall be for one year beginning April 1, 2010 and effective through March 31, 2011.
- F) This agreement may be amended in writing by the signed mutual consent of both parties.
- G) Either party may terminate this agreement for cause.
- H) The following signature constitutes a valid agreement between Contractor and the City of Rolla.

Date: _____ Signature: _____
Russell House

Date: _____ Signature: _____
Mayor, City of Rolla

IV. C. 3.

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Bryant Drive/Rolla West Phase II Project 280

BUDGET APPROPRIATION (IF APPLICABLE): DATE: 8/16/10

COMMENTARY:

At the August 2, 2010 Council Meeting the Rolla City Council approved the bid on Project 280, Bryant Drive/Rolla West Phase II for \$129,131.20.

Attached is a Resolution allowing the Mayor of the City of Rolla to enter into an agreement with Dig It Construction and Excavation, LLC.

Staff recommends passage of the Resolution.

ITEM NO. VA 1.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE IN BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DIG-IT CONSTRUCTION FOR BRYANT DRIVE/ROLLA WEST PHASE II, PROJECT 280.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute in behalf of the City of Rolla, Missouri a certain agreement between the City of Rolla, Missouri and Dig-It Construction, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16TH DAY OF AUGUST 2010.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VIA.2.

CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **BRYANT DRIVE EXTENSION/ROLLA WEST PHASE II, PROJECT 280**, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

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

proposal, for the construction of **BRYANT DRIVE EXTENSION/ROLLA WEST PHASE II, PROJECT 280.**

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)
Safety Training:

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

Notice of Penalties for Failure to Provide Safety Training

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

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of \$129,131.20 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall complete said work within one hundred eighty (180) consecutive calendar days from and after the date of receipt from the Owner of Notice to Proceed.

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars (\$100.00) per calendar day that the Contractor shall be in default.

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

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

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

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

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

TITLE _____

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

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

My commission expires: _____

Notary Public

VI.A.6.

**BRYANT DRIVE EXTENSION/ROLLA WEST PHASE II
PROJECT 280
CITY OF ROLLA, MISSOURI
QUOTATION FORM**

Bid price includes all labor, materials, forms and equipment necessary for constructing all improvements as shown on the plans and specifications. Cost of final grading with 1" clean rock provided by City, shall be included in unit price for concrete curb and gutter, concrete driveway, sidewalk, and all other bid items. Final curb inlet adjustment to be included in price. All unit prices shall cover complete installation of item. Payment shall be based on actual measured quantities.

Item No.	Description	Qty.	Unit	Unit Price	Extended Total
1.	2' City Curb and Gutter	3,274	LF	\$ 12.90	\$42,234.60
2.	3' State Type B Curb and Gutter	290	LF	\$ 17.50	\$ 5075.00
3.	Sidewalk	10,922	SF	\$ 2.90	\$ 31,673.80
4.	SD Warning Mat (2x4)	5	EA	\$ 250.00	\$ 1250.00
5.	Drive Apron	2,999	SF	\$ 4.70	\$ 14095.30
GRAND TOTAL - PROJECT 280				\$	94,328.70

ADD ALTERNATE BID

1.	Manhole, Lid and Ring	5	EA	\$ 1450.00	\$ 7250.00
2.	8" SDR 35	615	LF	\$ 43.50	\$ 26752.50
3.	Lamphole	1	EA	\$ 800.00	\$ 800.00
TOTAL - ALTERNATE BID				\$	34,802.50

Date 7/21/10 Address 18620 US Highway 63S
 Signature Brian K. Harris City Rolla
 Please Print Name Brian K. Harris State, Zip MO 65401
 Title Project Mgr. Phone 573 368 0905
 Firm Dig It Const. Fax 573 344 5616

Acknowledgement of Receipt of Addendum No. 1

Brian K. Harris
Signature

7/14/10
Date

Brian K Harris
Print Name

Acknowledgement of Receipt of Addendum No.2

Brian K. Harris
Signature

7/19/10
Date

Brian K Harris
Print Name

Acknowledgement of Receipt of Addendum No.3

Brian K. Harris
Signature

7/20/10
Date

Brian K Harris
Print Name

End of Addendum No. 3

*Bid opened 7-21-10
11:08 a.m.
By Carol Daniels
V.A. 7.*

**BOARD OF ADJUSTMENT (5 YEARS)
Meets on Call
(2 Consecutive Terms - 5 years)**

Robin K. Bunch (1st term)	July 2014	611 Norwich Dr.	596-8179
* Jim Packard (1st term)	June 2010	827 Oak Knoll	341-3884
Jeff Rohrer (1st term)	Oct 2011	1108 Hess Ave.	341-3139
William Lindgren (1st term)	Aug 2012	702 E. 6th Street	368-8866
Frank Bridges (1st term)	Aug 2012	424 S. Bishop Ave.	308-7272
Alternates:			
Dan James	Aug 2014	#53 Laird Ave.	364-1033
Keith Wedge (1st term)	Feb 2011	402 Lariat	341-2751
Sue Eudaly	May 2015	400 Greenbriar Drive	364-0044

Board of Building Appeals

The Board of Appeals consists of 5 members who serve 5-year terms. Members are appointed by the Mayor and approved by Council.

**BOARD OF BUILDING APPEALS (5 YEARS)
Meets on Call
(No limit)**

* Harold Bennish	July 2010	10700 Bennish Lane	364-5545
Dean Sooter	Feb 2012	809 S. Rolla St	364-2317
Jack Mentink	Sept. 2014	10575 Stoltz Drive	364-0365
Meghan Benton	Dec. 2012	806 E. 5th Street	265-6576
Mark Williams	Oct. 2014	10380 Vinyard Dr.	364-6171
Bryan Parker	Oct. 2011	20 Richard Drive	341-2226

VI. A + B

Harold J. Burns, Jr (Jim)

1115 Murry Lane

Rolla, MO 65401

jburns@fidnet.com or jburns@advancia.com

573 341-0231 (Home)

573 528-5581

Educational Achievements

- Florida Institute of Technology, Melbourne, FL, 1991: M.B.A.
- Southwest Missouri State University, Springfield, MO, 1977: B.S. – Management

Specialized Training

- U.S. Army Command and General Staff Officer Course
- Professional Management for Executives (PME)

Relevant Work Experience

06/02 to present – Vice President, Business Development, Advancia Corporation

- Received over \$200M of new business awards in the last three years.
- As the Corporate Business Development Vice President, responsible for planning, implementing and managing business development functions of the company. Develop and manage the Business Development P&L Budget.
- Develop non-disclosures agreements, teaming arrangements, bid/no-bid processes, proposal developments, and marketing strategies supporting federal government contracts.
- Establish all costing data and pricing decisions in support of those contracts; produce cost avoidance and profit maximization decisions.
- Oversee client care and program assessment of all contracts supporting the TRADOC service schools. Developed and implemented program to achieve ISO 9001:2000 Registration.

05/77 to 12/99 US Army Officer

- Served as an active duty officer in worldwide assignments, retiring as a Lieutenant Colonel in positions of increasing responsibilities. Positions include assignments as Commander, Chief of Staff, Operations, and Logistics Staff Officer. Positions also included assignments as a Professor at Washington University in St Louis and the University of Central Florida.

Relevant Civic Experience

05/01 to 05/04

- Elected and served on the Board of Directors for the Rolla Board of Education.
- Served as the Treasurer during the year May 2003 to May 2004
- Certified by the Missouri School Board Association at the Master level.

VI. B. 2.

**AIRPORT COMMITTEE
Meets on Call
(No Limit)**

Ed Schmitt	July 2011	Hwy. 28, Vichy, MO	299-4498
* John Wyss	July 2010	Dixon, MO	759-6919
Larry Sherrell	July 2011	1505 Sherman Ave.	364-5119
Doug Behrick	July 2011	PO Box 448, Rolla	299-4322
Donald Barklage	July 2010	701 Murry Lane	364-8228
William E. Hoertel	July 2010	12499 Country Club Dr.	364-8322

VI.C.