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.

Rolla City Council Meeting
Monday, September 19, 2016
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Jim Williams

I. PUBLIC HEARINGS
None.

II. SPECIAL PRESENTATIONS
None.

III. OLD BUSINESS
A) Ordinance Considering the City of Rolla Fiscal Year 2016/2017 Budget – (City Administrator John Butz) – Final Reading
B) Ordinance Authorizing the Mayor to Execute a State Block Grant Agreement Amendment #1 for New RNA Terminal Building – (City Administrator John Butz) – Final Reading
C) Ordinance Amending Sections 27-98 & 27-107 of the Rolla City Code Pertaining to Parking – (Public Works Director Steve Hargis) – Final Reading
D) Ordinance Setting Proposed Sewer Rates for 2016/2017 – (Public Works Director Steve Hargis) – Final Reading

IV. NEW BUSINESS
A) Ordinance Approving the Final Plat of Mitchell’s Consolidated Subdivision (Mitchell) – (Community Development Director John Petersen) – First Reading
B) Ordinance Approving the Final Plat of Shrove Subdivision (Sticky Fork) – (Community Development Director John Petersen) – First Reading
C) Ordinance Approving Proposed Service Agreement with the Rolla Rural Fire Protection District - (Finance Director Steffanie Rogers) – First Reading
D) Review of 2017 Forum Plaza CID Budget – (City Administrator John Butz) – Discussion Only
E) Motion Granting Columbus Day Holiday on Monday, October 10 – (City Administrator John Butz) – Motion
V. CLAIMS and/or FISCAL TRANSACTIONS
A) Ordinance Authorizing the Mayor to Execute an Agreement with Cahill’s Construction, for New Airport Terminal Building - (City Administrator John Butz) - Final Reading
B) Ordinance Authorizing the Mayor to Execute an Agreement with Bloomsdale Excavating, for Project 411, 2016-17 Concrete Paving (McCutchen Dr.) - (Public Works Director Steve Hargis) - Final Reading
C) Motion Authorizing Purchase of Sewer Cleaning Demo Unit - (Public Works Director Steve Hargis) - Motion
D) Motion Awarding Bid for the Purchase of 30, Self-Contained Breathing Apparatus (SCBA) - (Fire Chief Ron Smith) - Motion

VI. MAYOR/CITY COUNCIL COMMENTS

VII. CITIZEN COMMUNICATION
A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
Pursuant to Section 610.021(12) RSMo, the City Council will discuss the following issues in Closed Session:
A) Real Estate
B) Legal

X. ADJOURNMENT
ATTACHED IS THE PROPOSED BUDGET FOR FY 2017. THE BUDGET PROVIDES A LITTLE MORE FLEXIBILITY THAN WE HAVE SEEN FOR THE LAST SEVERAL YEARS AS FY 2015 & 2016 SALES TAX GROWTH EXCEEDED 3%. WE CONSERVATIVELY ANTICIPATE SALES TAX GROWTH OF 2% IN FY 2017. THE BUDGET AND ALL CORRESPONDING FUNDS ARE BALANCED WITH ANTICIPATED REVENUES AND UNRESTRICTED FUND BALANCES BUT THERE REMAINS LITTLE MARGIN FOR UNEXPECTED REVENUE LOSSES OR MAJOR UNPLANNED EXPENSES.

The budget includes spending down of the $3 million lease/financing approved in FY 2015 for the Street Fund to reconstruct some major streets and a spending down of the Sewer lease financing from 2014 for a new lab and facility expansion at the Treatment Plant.

Following a slow recovery from the 2008 Recession the City eliminated 10 full-time positions over the last 5 years but this budget includes 3 additional full-time positions at RPD, Engineering and Parks. With better growth in the last couple years our priorities still focus on rebuilding cash reserves and providing some flexibility for City employees. Most significantly passage of Prop P (1/4 cent sales tax for traditional parks and recreation) provides full funding for the maintenance of City parks and frees up $200,000 - 300,000 of General Fund support. In addition a 1.5% drop in retirement expense (fully-funded pension plan) is a significant relief to all funds.

The budget does include a few user fee increases to meet operating cost increases as follows: sewer rate increase (3%), Rec. Center membership restructuring, and a $.50 increase at the SplashZone.
September 19, 2016

Honorable Louis J. Magdits, IV
and Members of City Council
City of Rolla
Rolla, MO 65402

Dear Mayor and Council:

Pursuant to the requirements of Section 67.020 of the Revised Statutes of Missouri, the Fiscal Year 2016-17 Budget is hereby submitted. This Budget has been prepared in conjunction with the Mayor, Council and Department Directors who have anticipated the needs of their departments realistically in relation to both available money and department demands.

In every respect the 2016-17 Budget meets the legal requirement that expenditures not exceed anticipated revenues plus any unencumbered fund balance from the previous year. The 2016-17 Budget will begin on October 1, 2016. The budget represents a total yearly program of $26,493,115 offset by anticipated revenues of $25,878,777 – the deficit of $614,000 being made up from the balance of the $3 million street improvement financing in 2015 and the Sewer Fund financing in 2014. The budget anticipates a more significant pay adjustment (ave 2.5%) for qualifying full-time City employees with increased growth projections and a reduction in our LAGERS retirement contribution. The budget includes additional park funding with the passage of Prop P (1/4 cent sales tax effective Oct 2015) and includes a new terminal office building at Rolla National Airport (90% grant funded). The budget does anticipate a 3% increase in sewer use fees, and a restructuring of Centre membership rates, and a $.50 increase to the SplashZone (to $5).

The 2016-17 Budget is submitted with the belief that it represents a worthy effort to obtain a balanced program for the ensuing year. The 2016-17 Budget expresses on paper and in dollars the never-ending struggle to provide Rolla citizens the most service possible for each tax dollar spent.

Sincerely,

John Butz
City Administrator

JB/ms
ORDINANCE NO. __________

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016, AND APPROPRIATING FUNDS PURSUANT THERETO.

WHEREAS, the City Administrator has presented to the City Council an annual budget for the fiscal year beginning on October 1, 2016, and

WHEREAS, a public meeting on the budget was conducted on August 29, 2016, and the required public hearing scheduled on September 6, 2016, at which hearing citizens were given an opportunity to be heard:

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

Section 1: The annual budget for the City of Rolla, Missouri, for the fiscal year beginning October 1, 2016, a copy of which is attached hereto and made a part thereof as if fully set forth herein, having been heretofore submitted by the City Administrator, is hereby adopted.

Section 2: Funds are hereby appropriated for the objects and purposes of expenditure set forth in said budget.

Section 3: This Ordinance shall be in full force and effect from and after its passage and approval.


APPROVED:

ATTEST: ____________________________

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

[Signature]

III. A. 3.
CITY OF ROLLA

CITY COUNCIL AGENDA

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

ITEM/SUBJECT: MoDOT AIP Amended Grant Agreement for New Terminal Building

BUDGET APPROPRIATION (IF APPLICABLE) $571,705    DATE: September 19, 2016

*******************************************************************************
COMMENTARY: Attached is an Amendment to the grant agreement from September 2015 (design and construction observation on the new terminal building at RNA). This additional $571,705 provides the match for construction of this project. The City receives an annual allocation (entitlement funds of $150,000 per year toward Airport Capital Improvements). This agreement covers the following allocations:

2013 Non-Primary Entitlement $150,000
2014 Non-Primary Entitlement $150,000
2015 Non-Primary Entitlement $150,000
2016 Non-Primary Entitlement $121,705
                  $571,705

This grant agreement requires a City match of $63,523 and must be executed by September 23, 2016. The project must be completed by September 30, 2017.

Recommendation: Final reading.
ORDINANCE NO. ________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, STATE BLOCK GRANT AGREEMENT AMENDMENT #1 (PROJECT NO. 15-056A-1) BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

NOW, THEREFORE, 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, State Block Grant Agreement Amendment #1 (Project No. 15-056A-1) between the City of Rolla, Missouri, and the Missouri Highways and Transportation Commission, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT

AMENDMENT #1

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Rolla (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on September 11, 2015, and executed by the Commission on September 23, 2015, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed One Hundred Thirteen Thousand Five Hundred Forty-Six Dollars ($113,546) to the Sponsor to assist with Design Terminal Building; and

WHEREAS, the Commission previously approved funds for Design and Construct Terminal Building; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design and Construct Terminal Building.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design and Construct Terminal Building.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Five Hundred Seventy-One Thousand Seven Hundred Five Dollars ($571,705) for Design and Construct Terminal Building subject to the following conditions:

(a) The Sponsor shall provide matching funds of not less than Sixty-Three Thousand Five Hundred Twenty-Three Dollars ($63,523) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

[Signature]
(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before September 23, 2016, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of August 31, 2016, will be extended to September 30, 2017, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

(2) ADDITIONAL PROVISIONS: Because this project will be utilizing Federal Fiscal Year 2016 funds, the following provisions are applicable:

(A) Trafficking in Persons:

1. The prohibitions against trafficking in persons (hereinafter, "Prohibitions") apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:

   a. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

   b. Procuring a commercial sex act during the period for time that the agreement is in effect; or

   c. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

2. In addition to all other remedies for noncompliance that are available to the Federal Aviation Administration (hereinafter, "FAA"), Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity:

   a. Is determined to have violated the Prohibitions; or

   b. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
i. Associated with performance under this agreement; or

ii. Imputed to the Sponsor or subrecipient using 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Par. 29.

(B) Suspension and Debarment: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-federal entity is eligible to participate in this Federal program by:

   a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

   b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

   c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(C) System for Award Management Registration and Universal Identifier:

1. Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

2. Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

   a. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

   b. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.

   III. B.5
c. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-608-8220) or on the web (currently at http://fedgov/dnb/com/webform).

D) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

E) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated February 4, 1997, will be updated in an upcoming grant project to reflect the release of property for nonaeronautical purposes. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission.

F) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

G) Revenue Producing Project: The Sponsor agrees and understands that the Sponsor has certified to the Commission that it has made adequate provisions for financing airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for three fiscal years following the fiscal year in which this grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the grant assurances.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this ___ day of __________, 20__

Executed by the Commission this ___ day of __________, 20__

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Title _________________________________

Secretary to the Commission

Approved as to Form:

Commission Counsel

CITY OF ROLLA

By _________________________________

Title _________________________________

By _________________________________

Title _________________________________

Approved as to Form:

Title _________________________________

Ordinance No. _________________________________ (if applicable)
CERTIFICATE OF SPONSOR'S ATTORNEY

I, ____________________________, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF ROLLA

Name of Sponsor's Attorney (typed)

Signature of Sponsor's Attorney

Date
Attached is an ordinance which would change Chapter 27 of the Rolla City Code relating to motor vehicles and traffic.

Section 1 would establish 30 minute parking along the east side of Rolla Street between 11th Street and 12th Street. Both MS&T and State Farm Insurance are in agreement with this change. This will allow customers of State Farm Insurance and The Coffee Perk to park adjacent to these two businesses for up to 30 minutes.

Section 2 would establish permit parking only on the municipal lot at 5th & Elm Streets. We have rented all of these spaces to individuals to park their vehicles long term.

Staff recommends approval of the ordinance.
ORDINANCE NO. __________


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

**Section 1:** That Section 27-98 of the Code of the City of Rolla, Missouri, is hereby repealed and a new Section 27-98 is hereby enacted in lieu thereof as follows:

**Sec. 27-98 Thirty minute parking – From 8:00 A.M. to 5:00 P.M.**

.01- Eleventh Street, on the north side from a point fifty-three feet east of the intersection of Eleventh Street and Elm Street to a point one hundred and sixty-nine feet east of the intersection of Eleventh Street and Elm Street. (Ord. 3942)

.02- Eleventh Street, on the south side from a point fourteen feet east of the intersection of Eleventh Street and Rolla Street to a point fifty-three feet east of the intersection of Eleventh Street and Rolla Street. (Ord. 3942)

.03- Elm Street, on the east side from a point sixty feet north of the intersection of Elm Street and Eleventh Street to a point two hundred and twenty-two feet north of the intersection of Elm Street and Eleventh Street. (Ord. 3942)

.04- Park Street, on the east side from a point thirty feet north of the intersection of Park Street and Sixth Street to a point one hundred fifty-feet north of the intersection of Park Street and Sixth Street. (Ord. 3942)

.05- Pine Street, on the west side, from a point thirty-three feet south from the intersection of Pine Street and Eighth Street to a point seventy-four feet south of the intersection of Pine Street and Eighth Street. (Ord. 3942)

.06- Pine Street, on the east side from a point thirty-six feet south of the intersection of Pine Street and Eleventh Street to a point fifty-six feet south of the intersection of Pine Street and Eleventh Street. (Ord. 3942)

.07- Rolla Street, on the east side from a point twenty feet south of the intersection of Rolla Street and Eleventh Street to a point two hundred and forty-five feet south of the intersection of Rolla Street and Eleventh Street. (Ord. 3942)

.08- State Street, on the east side from a point thirty feet south of the intersection of State Street and Eighth Street to a point one hundred fifty-two feet south of the intersection of State Street and Eighth Street. (Ord. 3942)
.09- Rolla Street, on the west side, from a point eighty-five feet north of the
intersection of Rolla Street and Tenth Street, to a point one hundred and thirty feet
north of the intersection of Rolla Street and Tenth Street. (Ord. 4289)

.10- Rolla Street, on the east side, from a point fifty feet north of the intersection
of Rolla Street and Eleventh Street, to a point one hundred and eighty-five feet
north of the intersection of Rolla Street and Eleventh Street. (new)

It shall be unlawful for any person to cause or permit any motor vehicle registered
in his/her name to be unlawfully parked as set out in this Section.

Section 2: That Section 27-107 of the Code of the City of Rolla, Missouri, is hereby
repealed and a new Section 27-107 is hereby enacted in lieu thereof as follows:

Sec. 27-107. Ten-hour parking on certain municipal lots.

No motor vehicle shall be parked for a period of time longer than ten consecutive
hours, excluding weekends, unless otherwise posted on the following municipal
lots:

.01- Parking lot between Eighth Street and Ninth Street, west of Oak Street. (Ord.
3983)

.02- Parking lot between Ninth Street and Tenth Street, Elm Street and Oak Street,
except for the four designated "Visitor Parking Spaces" at the southwest corner of
the parking lot. (Ord. 3983)

.03- Parking lot between Seventh Street and Eighth Street, along the west side of
Elm Street. No parking between the hours of 1:00 a.m. and 5:00 a.m., excluding
weekends, unless otherwise posted. (Ord. 3983)

.04- Parking lot on the north side of Eighth Street and the west side of Rolla
Street. No parking between the hours of 1 a.m. and 5 a.m. (Ord. 3983)

.05- Parking lot on the east side of Park Street and the south side of Eighth Street
and the west side of Main Street. No parking between the hours of 1 a.m. and 5
a.m. (Ord. 3983)

.06- Parking lot being that portion of Cedar Street between Fourth Street and Fifth
Street and also being lots 141, 142, 143 and 144, Block 5 of the James Addition to
Rolla. (Ord. 3983)

It shall be unlawful for any person to cause or permit any motor vehicle registered
in his/her name to be unlawfully parked as set out in this Section.
Section 3: That this ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

ATTEST: 

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
Section 27-98

Thirty minute parking – From 8:00 A.M. to 5:00 P.M.

10- Rolla Street, on the east side, from a point fifty feet north of the intersection of Rolla Street and Eleventh Street, to a point one hundred and eighty-five feet north of the intersection of Rolla Street and Eleventh Street.

M.S. & T. requested 30 parking at this location. Parking in this area is currently unrestricted.
Section 27-107 Ten-Hour Parking on Certain Municipal Lots

Previously, Parking lot between Fifth Street, Sixth Street, Elm Street and the Burlington Northern Railroad tracks, except for the numbered lots. No parking between the hours of 1 a.m. and 5 a.m.

Due to the demand for student parking, all Ten-Hour parking in this lot has been converted to Permit Parking.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

ITEM/SUBJECT: FY 2016-2017 Sewer User Rates

BUDGET APPROPRIATION (IF APPLICABLE): DATE: 09/19/2016

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

COMMENTARY:

The attached ordinance increases the Sewer User Rate from $5.00/1000 gallons to $5.15/1000 gallons. The average monthly rate will rise from $30.00 per month to $30.90 for an average 6,000 gallons per month user. The 2016-2017 budget is based on this rate increase.

Staff requests final reading and recommends approval of the Ordinance.
ORDINANCE NO.___________

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

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

Section 1: That certain sections of Chapter 35, of the General Ordinances of the
City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to
Sewers and Water be amended to read as follows:

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

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

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

On a monthly basis each contributor shall pay a user charge rate for operation and
maintenance including replacement of $5.15 for 0 - 1000 gallons of water (or wastewater)
and $5.15 per 1000 gallons of water (or wastewater) for each additional 1000 gallons as
determined in a preceding section.

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

The user charge rates established in this Article apply to all users, regardless of their
location, of the City's treatment works. (Ord. 2391, §1; Ord. 2556, §1; Ord. 2886, §3;
Ord. 2950, §2; Ord. 3017, §2; Ord. 3082, §2; Ord. 3215, §2; Ord. 3267, §2; Ord. 3359,
§2; Ord. 3418, §2; Ord. 3486, §2; Ord. 3530, §2; Ord. 3703, §2; Ord. 3770, §2; Ord.
3830, §2; Ord. 3881, §2; Ord. 3935, §1; Ord. 3966, §1; Ord. 4060, §1; Ord. 4117, §1;
Ord. 4166, §1)
Section 35-127. Basic user rate for non-metered residential users.

All residential non-metered users of wastewater facilities shall pay a flat rate annual charge to cover the basic rate of $5.15 per 1,000 gallons.

The flat rate annual charge for non-metered users shall be computed on an annual basis by the public works director as shown in Appendix "A". The flat annual charge is $323.46 per year for each non-metered residential unit.

In the event the sewer use of a facility is estimated by the public works director to be in excess of the amount equal to an amount equivalent to $5.15/1000 gallons, the public works director may require such flat rate user to install a metering device on the water supply to measure the amount of service supplied and to adjust the annual user fee accordingly. (Ord. 2391, §2; Ord. 2459, §2; Ord. 2556, §2; Ord. 2886, §3; Ord. 2950, §2; Ord. 3017, §2; Ord. 3082, §2; Ord. 3215, §2; Ord. 3267, §2; Ord. 3359, §2; Ord. 3418, §2; Ord. 3486, §2; Ord. 3530, §2; Ord. 3703, §2; Ord. 3770, §2; Ord. 3830, §2; Ord. 3881, §2; Ord. 3935, §1; Ord. 3966, §1; Ord. 4060, §1; Ord. 4117, §1; Ord. 4166, §1)

APPENDIX "A" TO USER CHARGE ORDINANCE - (Actual Use Rate Structure)

This appendix presents the methodology to be used in calculating user charge rates and surcharges and illustrates the calculations followed in arriving at the first year's user charges and surcharges. The unit costs established in this appendix are based on estimates of expenses and loadings. The actual expenses and loadings that occur may differ from these estimates and certainly will change as time passes. Therefore, the unit costs must be reestablished whenever necessary to reflect actual expenses and loadings. Once the system is in use, the expenses and loadings can be determined from operating records and the unit costs can be adjusted based on these figures. The City of Rolla presently has 6,290 metered and 364 non-metered residential customers.

1. Expenses: The total annual expenses associated with the treatment works, as defined in Sec. 35-124, are estimated as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>$ 274,500.00</td>
</tr>
<tr>
<td>Power</td>
<td>$ 250,000.00</td>
</tr>
<tr>
<td>Labor (including fringe benefits)</td>
<td>$ 833,142.00</td>
</tr>
<tr>
<td>Material Costs</td>
<td>$ 314,949.00</td>
</tr>
<tr>
<td>Replacement Costs (see Appendix &quot;B&quot;)</td>
<td>$ 272,189.00</td>
</tr>
<tr>
<td>Debt Service</td>
<td>$1,115,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,059,780.00</strong></td>
</tr>
</tbody>
</table>

** Includes I/I costs.
2. Allocation of Expenses: The total operation and maintenance including replacement expense is allocated to the appropriate pollutants in, the following manner:

- Annual $ to Treat Annual Flow $1,223,912.00
- Annual $ to Treat Annual BOD $ 917,934.00
- Annual $ to Treat Annual SS $ 917,934.00

3. Loadings:

- The initial hydraulic loading is estimated to be 1,064,068,420 gal/year.
- The initial water usage (metered and non-metered) is estimated to be 594,132,039 gal/year.
- The initial BOD loading is estimated to be 991,606.37 pounds/year.
- The initial SS loading is estimated to be 1,239,507.97 pounds/year.

4. Unit Costs:

- Initial unit cost for flow in (expressed in usage) $/gallons = $1,223,912.00/594,132,039 = $0.0021
- Initial unit cost for BOD in $/pound = $917,934.00/991,606.37 = $0.926.
- Initial unit cost for SS in $/pound = $917,934.00/1,239,507.97 = $0.741.

The unit costs for BOD, SS and other Pollutants are to be inserted in Sec. 35-128 of the ordinance.

5. User Unit Charge: The user unit charge is calculated as following using the pollutant concentration defining normal domestic wastewater in Sec. 35-124 of this ordinance.

- Unit charge = $2.06/1000 gal.
- + ($0.926 unit BOD charge) (200 mg/1 BOD) (.00834)
- + ($0.741 unit SS charge) (250 mg/1 SS) (.00834)
- = $5.15/1000 gal.

Where:

- Unit charge is in $/1000 gallon or $5.15/1000 gallon
- Unit flow charge is in $/1000 gallon from paragraph 4
- Unit BOD charge is in $/lb BOD from paragraph 4
- Unit SS charge is in $/lb SS from paragraph 4
- BOD is the normal domestic BOD strength in milligrams per liter (mg/l) as defined in Sec. 35-124 of the ordinance.
- SS is the normal domestic SS strength in mg/l as defined in Sec. 35-124 of the ordinance.
- .00834 is a unit conversion factor.

This total unit charge is to be inserted in Sec. 35-126 of the ordinance.
An example of the calculation of a residential charge for a resident of the City of Rolla follows:

Six thousand (6,000) gallons usage @ $5.15/1000 gallons = $30.90/month sewer user charge.

6. Extra Strength Users: For users who contribute wastewater that has greater strength than normal domestic wastewater, the user charge will be calculated as follows:

- Total monthly charge to extra strength user =
- \( V \) ($5.15/1000 gal unit charge)
- \( + V \) ($0.926/1000 gal unit BOD charge) \( \times \) \( \text{BODes-BODnd} \times 0.00834 \)
- \( + V \) ($0.741/1000 gal unit SS charge) \( \times \) \( \text{sees - SEND} \times 0.00834 \)

Where:

- \( V \) is the Volume of wastewater in 1000 gallons discharged by the extra strength user during the month.
- Unit flow charge is in $/1000 gal from paragraph 4
- Unit BOD charge is in $/lb BOD from paragraph 4
- Unit SS charge is in $/lb SS from paragraph 4
- BOD is the normal BOD strength in milligrams per liter (mg/l) as defined in Sec. 35-124 of the ordinance.
- SS is the normal domestic SS strength in mg/l as defined in Sec. 35-124 of the ordinance.
- .00834 is a unit conversion factor.
- es is extra strength
- nd is normal domestic

An example user charge calculation for an extra strength user of the City of Rolla treatment works follows:

20,000 gallons usage, BOD = 300, SS = 350

- \( \text{Charge} = 20 \times ($5.15) = $103.00 \)
- \( + 20 \times ($0.926) \times (300-200) \times 0.00834 = $15.45 \)
- \( + 20 \times ($0.741) \times (350-200) \times 0.00834 = $12.36 \)
- \( = $130.81/\text{month} \)

7. Basic user rate for non-metered residential users: Calculation of charges to users in residential classes.

\[ \text{((Total Water Usage) X (User Rate)) / Total Number of Residential Meters} \]

- \((395,060,085 \text{ gallons of water}) \times ($5.15/1000 \text{gallons}) / (6290 \text{ Residential Meters}) \)
• $323.46 Average Annual Cost

This average annual cost to be used for non-metered residential users and inserted in Section 35-127.

Section 2. This Ordinance shall be in full force and effect as of the first billing of the Sewer and Water Charges on October 1, 2016.


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development ACTION REQUESTED: First Reading

ITEM/SUBJECT: Final Plat of Mitchell’s Consolidated Subdivision, a Minor Subdivision, being a Consolidation of Part of Lot 27 and Part of Lot 26, Maxwell Subdivision, Rolla, Phelps County, Missouri.

(Mitchell)
DATE: 9-19-2016

GENERAL INFORMATION:

CASE #: 8-10-16

APPLICANT/STATUS OF APPLICANT: The subject property is owned by Ms. Jean Marie Mitchell, a single person, residing at 1801 Maxwell Street, Rolla, Missouri 65401. Being the sole owner of all of the property shown on this plat confirmed by virtue of a Warranty Deed filed on November 25, 1987. Phone number: 573-341-2619.

LOCATION: The subject property is located at 1801 Maxwell Street at the northwest corner of Maxwell Street and 18th Street. The exact location may be found by referencing the Assessor’s account No. 6280. The subject property is zoned R-3 (Multi-Family District) zoning and consists of .20 acre.

PURPOSE: An ordinance to reduce a 12.5 ft wide side yard setback to permit the expansion of this property to the south. The front yard will remain facing Maxwell Street to the east with a setback of 25 feet, rear yard 10 feet, with the north side yard at 5 feet, as required by the zoning ordinance.

ENGINEER OF RECORD: Archer-Elgin engineering, Surveying & Architecture LLC. 310 East 6th Street, Rolla, Missouri. Phone # 573-364-6362

PUBLIC COMMENT/ISSUES: No significant issues were raised by the Rolla Planning and Zoning Commission at their September 13, 2016 regular meeting.

COMMISSION REVIEW AND RECOMMENDATION: It was the recommendation of the Planning and Zoning Commission that the Rolla City Council vacate the subject easement as requested by the applicant.

ACTION REQUIRED: Motion by the Planning and Zoning Commission to recommend without condition the applicants proposal to vacate the subject easement.

ATTACHMENTS:
ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT OF MITCHELL'S CONSOLIDATED SUBDIVISION, BEING A MINOR SUBDIVISION AND PART OF LOT 26 AND PART OF LOT 27, MAXWELL SUBDIVISION, ROLLA, PHELPS COUNTY, MISSOURI (MITCHELL).

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

Section 1: That the Final Plat of Mitchell’s Consolidated Subdivision, being a Minor Subdivision, Lot 1 Mitchell's Consolidated Addition consisting of .20 acres, an addition to Rolla, Phelps, County, Missouri having been reviewed on September 13, 2016, by the Planning and Zoning Commission and recommended for approval to the Rolla City Council.

Section 2: No construction may be commenced upon the above described property until all necessary building and construction permits have been issued by the City of Rolla, Missouri and that it is understood by all parties that improvements appertaining to such lots or until a cash bond equal to the reasonable costs of completing such public improvements has been received and approved by the City of Rolla, Missouri. The above mentioned public improvements shall be completed pursuant to the agreement between all parties subject to the ordinance as required by this article of the City Code of Rolla, Missouri.

Section 3: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.


APPROVED:

________________________
Mayor

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development
ACTION REQUESTED: First Reading

ITEM/SUBJECT: Sticky Fork Properties, LLC, being the sole owner of all of the property shown on this plat, now desires to consolidate the land as shown on this plat, said subdivision to be named “Shrove Subdivision”, Lot No.1, Rolla, Phelps County, Missouri.

DATE: 9-19-2016

GENERAL INFORMATION:

CASE #: 8-15-16

APPLICANT/STATUS OF APPLICANT: The subject property is owned by Sticky Fork Properties, L.L.C. 302, Campus View Drive, Suite 211, Columbia, MO 65201, being the sole owner of all of the property shown on this plat and confirmed by virtue of a Warranty Deed recorded in Document Number 2016-0489 and a Trustee’s Deed recorded in Document Number 2016-04906. Phone number: 844-883-2879.

LOCATION: The subject property is located at 1735 – 1737 N. Bishop Avenue and 1904 North Elm Street. The exact location may be found by referencing the Assessor’s account No. 6925. The subject property is zoned C-2 (General Retail District) zoning and consists of 1.35 acre. The proposed building will not exceed 1,156 square feet in area and will satisfy all setback, lot coverage, and lot frontage requirements.

PURPOSE: An ordinance to eliminate an interior lot line shown on the survey to permit the redevelopment of the subject property so that a new building, or other structure, may not extend over the lot line should the property be subject to sale and to create a single lot of the total property.


PUBLIC COMMENT/ISSUES: No significant issues were raised by the Rolla Planning and Zoning Commission members at their September 13, 2016 regular meeting.

COMMISSION REVIEW AND RECOMMENDATION: It was the recommendation of the Planning and Zoning Commission that the City Council should approve the establishment of certain easements and buffer yard by consolidating the interior property lines.

ACTION REQUIRED: Motion to recommend to the City Council the approval, denial, or approval with conditions of the request to eliminate the subject lot line.

ATTACHMENTS: Area maps.
ORDINANCE NO. _________

AN ORDINANCE APPROVING THE FINAL PLAT OF STICKY FORKS PROPERTIES, LLC, BEING THE SOLE OWNER(S) OF ALL OF THE PROPERTY SHOWN ON THIS PLAT, NOW DESIRES TO CONSOLATE THE LANS AS SHOWN ON THIS PLAT, SAID SUBDIVISION TO BE NAMED "SHROVE SUBDIVISION" LOT NO. 1, PHELPS, COUNTY, MISSOURI. (STICKY FORK)

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

   Section 1: That the Final Plat of Shrove Subdivision, being a Minor Subdivision including Lot No. 1, consisting of 1.35 acres of land, an addition to Rolla, Phelps, County, Missouri having been reviewed on September 13, 2016 by the Planning and Zoning Commission and recommended for approval to the Rolla City Council.

   Section 2: No construction may be commenced upon the above described property until all necessary building and constructions permits have been issued by the City of Rolla, Missouri and that it is understood by all parties that improvements appertaining to such lots or until a cash bond equal to the reasonable costs of completing such public improvements has been received and approved by the City of Rolla, Missouri. The above-mentioned public improvements shall be completed pursuant to the agreement between all parties subject to the ordinance as required by this article of the City Code of Rolla, Missouri.

   Section 3: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

IV. B. 2.
At their September 14, 2016 meeting, the Rolla Rural Fire Protection District (Rolla Rural) authorized a contract between the City of Rolla and Rolla Rural for limited accounting services. This agreement authorizes the City of Rolla to provide accounting services, as provided by the attached contract. All related costs including administrative time incurred by the City are reimbursed by Rolla Rural. The agreement can be amended but will last through 12/31/19.

Staff is recommending the approval of this proposed contract.
ORDINANCE NO.______

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A TECHNICAL ASSISTANCE CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA RURAL FIRE PROTECTION DISTRICT.

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 Technical Assistance Contract between the City of Rolla, Missouri and the Rolla Rural Fire Protection District, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

IV C.L.
TECHNICAL ASSISTANCE CONTRACT
by and between
ROLLA RURAL FIRE PROTECTION DISTRICT
and
THE CITY OF ROLLA

This Agreement is made and entered into on the 19th day of September, 2016 by and between the Rolla Rural Fire Protection District, Rolla, Missouri, hereinafter referred to as "Rolla Rural" and the City of Rolla, hereinafter referred to as "City".

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. **Services to the Rolla Rural.** City shall provide the following services to Rolla Rural for purposes of providing technical assistance in the administration of the Rolla Rural Board:

   A. Accounting Services: A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:

      1) Prepare and maintain the necessary financial records of the Rolla Rural Board, including appropriate journals and ledgers, using generally accepted accounting principles.

      2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and reports to the Rolla Rural Board on the status of its financial position on a semi-annual basis, or as requested.

      3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.

      4) Maintenance and management of all necessary bank accounts.

      5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for Rolla Rural personnel.

   B. Administrative Services: Qualified individuals shall be available at the request of the Rolla Rural Board and/or its employee to accomplish the following tasks:

      1) Provide administrative assistance to the Rolla Rural Board, its officers, committees and its employees as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.

      2) Assist the Rolla Rural Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.
3) Keep on file all minutes of Rolla Rural Board meetings and all other pertinent documents for audit purposes.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

C. Technology Services: Qualified individuals shall be available at the request of the Rolla Rural Board and/or its employee to accomplish tasks are related to Information Technology.

2. **Rolla Rural to Supply.** Rolla Rural shall supply City with all needed information in order for it to completely and thoroughly do its job. Rolla Rural shall pay to City an amount equal to the actual salary and benefits of the Rolla Rural personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 7 of this agreement.

3. **Independent Contractor.** Both Rolla Rural and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the Rolla Rural Board shall have the authority to obligate or bind the other without the express written consent of the other party. Rolla Rural personnel shall be under the supervision, direction and control of the Rolla Rural Board and the Rolla Rural Board shall determine compensation to be provided to all Rolla Rural personnel. Rolla Rural personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

4. **Confidential Information.** City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by the Rolla Rural and in accordance with the MO Sunshine Law.

5. **Rolla Rural to Hold Harmless City.** Rolla Rural will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City’s performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. Rolla Rural further warrants and agrees that all data and information provided to City in conjunction with City’s performance of its obligations hereunder, is true and correct.

6. **Time of Performance.** City will provide the services described in this agreement for the period commencing September 19, 2016 through December 31, 2019. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

IV. C. 4.
7. **Consideration.** Rolla Rural agrees to pay on a monthly basis the direct compensation and benefits of Rolla Rural personnel. In addition, Rolla Rural shall pay the following amounts for indirect services (i.e., financial/accounting) to be billed on a monthly basis: $25 per hour for clerical support and $50 per hour for technical/management staff. Billing will include the date, name, rate of pay, and purpose of services provided.

8. **Termination of Agreement.** This agreement will terminate December 31, 2019, unless extended by Addendum hereto as provided in Section 6; however, City or the Rolla Rural may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, the Rolla Rural shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

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

10. **Compliance with Applicable Law and Regulation.** In the City’s and the Rolla Rural’s performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. **Conflict of Interest.** No member of the governing Board of Rolla Rural or City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this agreement, shall have any personal financial interest, direct or indirect, in the project or this agreement.

12. **Authority to Enter into Agreement - Binding Affect.** Both City and Rolla Rural have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

13. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.
14. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to Rolla Rural Fire Protection District at 1575 Lions Club Drive, Rolla, Missouri 65401; or to such address as any party shall designate to the other from time to time.

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

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

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

ROLLA RURAL FIRE PROTECTION DISTRICT

____________________________
Chairman

____________________________
Attest

CITY OF ROLLA, MO

____________________________
Mayor

____________________________
Attest
DEPARTMENT HEAD: John Butz, City Administrator  ACTION REQUESTED: Discussion Only

ITEM/SUBJECT: Review of 2017 Forum Plaza CID Budget

BUDGET APPROPRIATION (IF APPLICABLE)  DATE: September 19, 2016

COMMENTARY: The Forum Plaza Community Improvement District was created to oversee the imposition and use of the 1% CID sales tax overlay on Forum Plaza to eliminate blighted conditions by renovating the Center. The CID is a separate and distinct political subdivision of the State of Missouri. District Officers are as follow:

   Chairman – Louis J. Magdits, IV
   Vice Chairman – Joe Polizzi
   Treasurer – John Butz
   Secretary – Drusilla Howard
   District Member – Joel Riggs

While the redevelopment project has not reached “substantial completion,” State law requires the submittal of the District budget to the local governing body. City Council does not need to take action on same. The CID held their annual meeting on Tuesday, September 13th approving officers and approving the 2017 budget.
RESOLUTION NO. 2016-03

THE FORUM PLAZA COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE FORUM PLAZA COMMUNITY IMPROVEMENT DISTRICT
(THE "DISTRICT") APPOINTING OFFICERS

WHEREAS, the District, which was formed by Ordinance Number 4180 adopted by the City Council of the City of Rolla, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act." Section 67.1401, et seq., RSMo. as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act;

WHEREAS, the Board of Directors (the "Board") of the District desires to appoint a Chairman, Vice Chairman, Secretary, Treasurer and District Manager in accordance with the District’s bylaws.

NOW, THEREFORE, BE IT RESOLVED by the Board of the District as follows:

1. Louis J. Magdits, IV, is appointed Chairman of the District.
2. Joe Polizzi is appointed Vice Chairman of the District.
3. Drusilla Howard is appointed Secretary of the District.
4. John D. Butz is appointed Treasurer of the District.
5. Joel Riggs is appointed District Manager of the District.
6. This resolution shall take effect immediately.

Adopted this 13th day of September, 2016.

\[Signature\]
Louis J. Magdits, IV, Chairman

ATTEST:

\[Signature\]
Drusilla Howard, Secretary

\[Date\]
RESOLUTION NO. 2016-04

THE FORUM PLAZA COMMUNITY IMPROVEMENT DISTRICT

RESOLUTION OF THE FORUM PLAZA COMMUNITY IMPROVEMENT DISTRICT (THE "DISTRICT") APPROVING THE BUDGET FOR FISCAL YEAR 2017

WHEREAS, the District, which was formed by Ordinance Number 4180 adopted by the City Council of the City of Rolla, Missouri, is a public body created under the authority of the "Missouri Community Improvement District Act," Section 67.1401. et seq., RSMo, as may be amended (the "Act"); and is transacting business and exercising powers granted by the Act:

WHEREAS, the Board of Directors of the District desires to approve the District’s proposed budget for fiscal year 2017, in substantially the form attached hereto as Exhibit A.

NOW. THEREFORE, BE IT RESOLVED by the Board of Directors of the District as follows:

1. The Board approves the proposed budget for fiscal year 2017.

2. The Chairman is authorized and directed to take all further action necessary to carry out the purposes and intent of this Resolution.

3. This resolution shall take effect immediately.

Adopted this 13th day of September, 2016.

[Signature]
Louis J. Magliola, IV Chairman

ATTEST:

[Signature]
Drusilla Howard, Secretary

IV. 6.3
FÖRUM PLAZA COMMUNITY IMPROVEMENT DISTRICT
OCTOBER 1, 2016 – SEPTEMBER 30, 2017 BUDGET (FY-2017)

BUDGET MESSAGE:

The Forum Plaza Community Improvement District (the “District”) was formed as a political subdivision of the State of Missouri on December 15, 2014, by virtue of an ordinance approved by the City Council of Rolla, Missouri. The stated purpose of the District is to provide funds for building construction, public improvements within the District, cleaning and maintenance services to public areas in order to improve the appearance and image within the District. The District adopted a fiscal year of October 1 to September 30.

Estimated 2017 Budget

Expenses:
  Operating Expenses
    City Administrative Fee
    Developer Reimbursement
    Total Projected Expenses: $250,000.00

Income:
  Sales Tax
    Total Projected Income: $250,000.00
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Consideration for Columbus Day Holiday

BUDGET APPROPRIATION (IF APPLICABLE) $8,000 Direct Cost DATE: September 19, 2016

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

COMMENTARY: Most local governments along with County, State and banking institutions enjoy the Columbus Day Holiday scheduled for Monday, October 10th this year. The City of Rolla does not officially celebrate the holiday though it is traditionally a very slow workday as most folks presume offices are closed.

Council has granted the holiday since 2014 and with Council approval we plan to incorporate the Holiday in our Personnel Rules when revised later this year.

Recommendation: Motion to grant the Columbus Day Holiday on Monday, October 10, 2016.

ITEM NO. IV. E.1.
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Contract for New Airport Terminal Office Facility

BUDGET APPROPRIATION (IF APPLICABLE) $653,600    DATE: September 19, 2016

COMMENTARY: The City has been planning to replace the 1940s vintage Pilot’s Lounge and Office at RNA for three years in our Airport Capital Improvement Plan. The City entered into a design phase grant with JViation in early 2016 that was 90% grant funded (aviation fuel tax proceeds). The low bid of $653,600 was submitted from Cahill’s Construction in Salem, MO.

The new facility will be located in front of the old facility, which will then be demolished with the exception of a small room around the FAA weather station, which will remain due to the high cost of relocating same into the new building.

Recommendation: Final reading approving the Airport Terminal Building with Cahill’s Construction.

ITEM NO.  V.A.1.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND CAHILL'S CONSTRUCTION, INC., SALEM, MISSOURI, FOR ROLLA NATIONAL AIRPORT TERMINAL OFFICE FACILITY CONSTRUCTION.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Cahill's Construction, Inc., Salem, Missouri, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

APPROVED AS TO FORM:

________________________
CITY COUNSELOR

\(\sqrt{A.2}\)
FORM OF CONTRACT AGREEMENT  
City of Rolla  
State Block Grant Project No. 15-056A-1

THIS AGREEMENT, made as of this _______ day of __________________, 20___, is

BY AND BETWEEN

the OWNER:  
Name: ___________________________  
City of Rolla

Address: _________________________  
901 N. Elm. P.O. Box 979

City/State/Zip Code: _________________________  
Rolla, Missouri 65402

And the CONTRACTOR:  
Name: ___________________________  
Cahills Construction, Inc.

Address: ___________________________  
604 S. Park Street

City/State/Zip Code: ___________________________  
Salem, Missouri 65560

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Rolla National Airport generally described as follows;

New Airport Terminal Building

hereinafter referred to as the Project

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determinations, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price
In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Six Hundred Fifty-three Thousand Six Hundred Dollars and Zero Cents \( \$653,600.00 \) (Amount in Written Words)

subject to the following:

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR’S Bid Proposal, which is attached to and made a part of this Agreement;

b. Said amount is the aggregate sum of the result of the CONTRACTOR’S stated unit prices multiplied by the associated estimated quantities;

c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER’S ENGINEER;

d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment
Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of “Extra Work” authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time
The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER’S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 210 Calendar days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages
The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is
not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of $750 per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that:

a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;

b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations
The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications
The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following:

a. **Certification of Eligibility** (29 CFR Part 5.5)
   i. By entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

   ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

   iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. **Certification of Non-Segregated Facilities** (41 CFR Part 60-1.8)

   The federally-assisted construction CONTRACTOR certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains,
recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous
a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;

c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative
The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Jviation, Inc.
900 S. Broadway, Suite 350
Denver, CO 80209

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.
IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Rolla
Address: P.O. Box 978
Rolla, Mo 65402

By: __________________________  By: __________________________
Signature
Mayor
Title of Representative

ATTEST

By: __________________________
Signature
Title

CONTRACTOR

Name: Cahill's Construction, Inc.
Address: 604 S. Park Street
Salina, Mo 65550

By: __________________________
Signature
President
Title of Representative

ATTEST

By: __________________________
Signature
Title
PERFORMANCE BOND

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<tr>
<th>PRINCIPAL (Legal Name and Business Address)</th>
<th>BOND NUMBER</th>
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<td>Cahills Construction, Inc.</td>
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<td>604 S. Park Street</td>
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<tr>
<td>Salem, Missouri 65560</td>
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<table>
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<tr>
<th>SURETY (Legal Name and Business Address)</th>
<th>STATE OF INCORPORATION</th>
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<table>
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<th>PENAL SUM OF BOND (Expressed in words and numerals)</th>
<th>CONTRACT DATE</th>
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<tbody>
<tr>
<td>Six Hundred Fifty-three Thousand Six Hundred Dollars and Zero Cents ($653,600.00)</td>
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</tbody>
</table>

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of Rolla, 901 East Elm Street, Rolla, Missouri 65401 as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project

New Airport Terminal Building

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond, and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:

a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable thereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.

3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

Section B 21
WITNESS
In witness whereof, this instrument is executed this the ___ day of __________, 20__

INDIVIDUAL PRINCIPAL:

Company Name: 
Cahills Construction, Inc. 

Signature: 

Name and Title: 

CORPORATE PRINCIPAL:

ATTEST:
Signature: 
Name and Title: ____________________________ (Affix Corporate Seal)

Corporate Name: 

Signature: 
Name and Title: 

SURETY:

ATTEST:
Signature: 
Name and Title: ____________________________ (Affix Seal)

Surety Name: 

Signature: 
Name and Title: ____________________________ (Attach Power of Attorney)

OWNER ACCEPTANCE:
The OWNER approves the form of this Performance Bond.

Date: 

Signature: 
Name and Title: ____________________________ (Affix Seal)
OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of Rolla, 601 Airport Drive Missouri as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

New Airport Terminal Building

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract.

2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond, and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.
WITNESS
In witness whereof, this instrument is executed this the ___ day of ________, 20___

INDIVIDUAL PRINCIPAL:

Company Name:  Cahills Construction, Inc
Signature: _______________________________________
Name and Title: ___________________________________

CORPORATE PRINCIPAL:

Corporate Name: _________________________________
Signature: _______________________________________
Name and Title: ___________________________________

(Affix Corporate Seal)

SURETY:

Surety Name: _____________________________________
Signature: _______________________________________
Name and Title: ___________________________________

(Affix Seal)

OWNER ACCEPTANCE:

The OWNER approves the form of this Payment Bond

Date: ___________________________________________
Signature: _______________________________________
Name and Title: ___________________________________

(Affix Seal)
We have reviewed the plans for your project dated August 3, 2010. We agree with your recommendation to award the contract to contractor # 114084 Cahill’s Construction, Inc. at the amount of $99,680.00.

Before we can authorize you to submit the Notice to Proceed to the contractor for construction, you must provide the following documentation for our review and approval:

1. Renegotiation Project Supplemental Consultant Agreement for Construction Services including statement of new consultant and new amount.
2. Contractor’s Construction Observation Program Review. Please submit a plan at least 4 weeks prior to the preconstruction meeting so that we will have time to review it.
3. Executive copy of the contract documents including the bid proposal, construction contract, bond, insurance, etc.
4. Conduct the pre-construction meeting and supply meeting minutes. Please provide a copy of the minutes for our availability of attendance.

We will await your submittal of the above documentation. We are looking forward to the successful completion of this project. If you have any questions, please call me at 573-526-5571 or email at...

Thank you,

[Signature]

James M. Rice, MoDOT

Project Manager

抄送:
Steve Hurst, City of Rolla
Darin Bazier, City of Rolla
Elizabeth Dowall, MoDOT

Our mission is to provide a world-class transportation experience that delights our customer and promotes a prosperous Missouri.

www.modot.mo.gov
August 23, 2016

Ms. Tamara Pitts
Missouri Department of Transportation
Aviation Section-MO
P.O. Box 270
Jefferson City, MO 65102

RE: Rolla National Airport
MoDOT Project No. 18096A1
New Terminal Building

Dear Ms. Pitts,

Enclosed for your review and approval is a copy of the Engineer's Letter of Recommendation and the Sponsor Certification for Equipment/Construction Contracts. Aviation has previously submitted to MoDOT the tabulation of bids for all bidders and the low bidders DBE participation form. The DBE goal for this project was 4% and the Contractor met this as part of their bid package. We have thoroughly evaluated the bid by Cahills Construction, Inc. and have determined them to be responsive and responsible, and consider their contract price fair and reasonable.

The City of Rolla hereby requests MoDOT's authorization to award construction of the new terminal building to Cahills Construction, Inc., in the amount of $653,600.00.

If you have any questions, please call me at (573) 426-7048.

Sincerely,

[Signature]
City Administrator

Enclosures
- Engineer's Letter of Recommendation
- Sponsor Certification for Equipment/Construction Contracts
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project 411 – 2016/2017 Concrete Paving
McCutchen Drive

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 09/19/16

COMMENTARY:

Council approved $165,312.50 bid from Bloomsdale Excavating Company, Inc. for
Project #411 – 2016-2017 Concrete Paving - McCutchen Drive at the September 6,
2016 council meeting.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the
contract with Bloomsdale Excavating Company, Inc. for $165,312.50.
ORDINANCE NO. __________


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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Bloomsdale Excavating Company, Inc. for 2016-2017 Concrete Paving, Project 411, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
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 ____________________________ 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: 2016-17 Concrete Paving, PROJECT 411, 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 2016-17 Concrete Paving, PROJECT 411.
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.

\[ \text{\_\_B.4.} \]
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 **$165,312.50** for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

**ARTICLE VI.** That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract. Date of Completion of this project is **November 15, 2016**.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of **$100.00** per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

**ARTICLE IX.** This Contract will not be binding and effective until confirmed by the Owner.
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY
Mayor, Owner, Party of the First Part

CONTRACTOR
BY
TITLE

STATE OF MISSOURI )
SS )
County of Phelps )

On this __________ day of __________ before me appeared __________________________ ,

state, 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 that the seal affixed to said instrument is the

corporate seal of said 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 __________________________ ,

state, 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
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Sewer Cleaning Unit

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 09/19/16

COMMENTARY:

On August 31st, 2016 our sewer cleaning unit was involved in an accident at the Southeast Treatment Plant. The unit rolled down an embankment. The cost to repair the damage substantially exceeds the maximum value of the unit. Our unit is a 2007 Vactor Model 2110 mounted on a 2007 International Harvester chassis. It has 49,970 miles on the chassis and 8,004 hours on the Vactor unit. These units are expected to give 8,000 to 10,000 hours of service. The unit was schedule to be replaced in the FY17-18 budget.

A new unit would take approximately six months to spec, bid, order and deliver. There are no new units available. New units are for the most part built to order.

The Vactor dealer does have a demo unit. This unit is on a 2014 Freightliner chassis and is available for $375,157.00. The Vactor portion has approximately 30 hours on the unit. If we purchase, the Vactor portion it will have a standard new unit warranty. The chassis is used with approximately 30,000 miles on the odometer. The demo unit was used primarily for trade shows. A new unit comparably equipped would run $434,930.00. This is as per a State of Minnesota bid. The bid sheets are attached.

Rent for a unit to replace our damaged unit is $12,500.00 per month.

I should point out that the new Freightliner chassis in the Minnesota bid is $105,252.00. This demo unit is being discounted $59,773.00 below a new unit price.

We are requesting authorization to purchase this demo unit for $375,157.00. Accumulated rental fees will be applied to the purchase. We are planning to lease purchase this unit on a seven year lease purchase with the first payment to be made from the insurance settlement.
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<th>Description</th>
<th>Qty</th>
<th>Price</th>
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**10.0 Performance options NA**

**11.0 Delivery starting point**

Starting Point: State. Zip

11.1 St Paul MN 55104

$3.50

**12.0 Equipment Inspection and Repair**

12.1 Rate For Initial Inspection Per Hour 30 $115.00 $3,450.00

12.2 Rate for Mechanical Work Per Hour $115.00

12.3 Extended Service Program - (Body) Annual $2,850.00

12.4 Extended Service Program - (Chassis) One Service $400.00

**Total Cost:** $434,930.00
Presents a Proposal Summary

of the

2100 Plus

Combination Single Engine Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis

for

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

DEMONSTRATOR TANDEM AXLE
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<td>2115-SE1-P.US 2100 Plus Single Engine Fan, Single Stage, 15 yrd Debris, Combo</td>
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<td>2017P Additional Water, 1500 Gal Total (15 yrd)</td>
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<td>026PSTD Ex-Ten Steel Cylindrical Debris Tank</td>
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<td>032PSTD (3) Nozzles with Carbide Inserts w/Rack</td>
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Quote Number: 14 01V 14388

4 of 7
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**Factory Price:** $322,670.00

**Less NJPA #47718 & Demonstrator Discount, Contract #022014-FSC:** $(53,630.00)

**2014 Freightliner 114SD 6x4 Chassis:** $106,117.00

**Total:** $375,157.00

*UNIT SUBJECT TO PRIOR SALE*

Price valid for 60 Days from date of 09/07/2016

Product Model: 2100PL
Proposal Date: 09/07/2016
Quote Number: 14-01V-14388

Payment Terms: Net

Quote Number: 14-01V-14388
Proposal Notes:
1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vector Manufacturing prior to submittal of customer purchase order.
3. All prices quoted are in U.S. Dollars unless otherwise noted.

SIGNED BY:

Date: 

Quote Number: 14 01V 14388
LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACATOR GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HNX, Series and Jetters
10 years against water tank, leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs against any factory defect in material or workmanship.

2100 Series, and HNX only
5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters
2 years - Vactor Rodder Pump on all unit serial numbers starting with

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):
1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE: The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any function other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

VACATOR GUZZLER MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

Quote Number: 14-01V-14388

7 of 7

[Signature]
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPT. HEAD: Ron Smith, Fire Chief ACTION REQUESTED: Motion

ITEM/SUBJECT: Motion to award Bid

BUDGET APPROPRIATION: $250,000 DATE: September 19, 2016

This week the City of Rolla Fire & Rescue opened sealed bids for the purchase of 30 – Self Contained Breathing Apparatus (SCBA). This air supply system which is attached to the firefighters back, allows firefighters to enter a smoke filled building while breathing clean air. In a fire, AIR IS LIFE. We received two bids shown below.

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<th>Required Option</th>
<th>MSA – Sentinel Emergency Solutions</th>
<th>SCOTT – REIS Environmental</th>
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<tbody>
<tr>
<td>Base Bid</td>
<td>$186,855.00</td>
<td>$173,700</td>
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<tr>
<td>2 – RIT – PAK</td>
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<td>$6,810</td>
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<td>10 Cylinders</td>
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<td>CARE Training</td>
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<td>Warranty *</td>
<td>15 yrs – All components</td>
<td>15 yrs – Pressure Reducer</td>
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<td>10 yrs – Air pack components</td>
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<td>10 yrs – Electronics</td>
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<tr>
<td>Total</td>
<td>$186,855.00</td>
<td>$191,760*</td>
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</table>

Currently the City of Rolla Fire & Rescue uses SCBA packs from Mine Safety Appliances (MSA). We have used this company for over 30 years and have an established history with them. In addition, the Fire Department is a Certified Air Mask Repair Education (C.A.R.E.) facility which allows our personnel to provide maintenance and primary overhaul for the equipment.

Earlier this year, fire personnel conducted three days of dynamic fire drills to put both brands of each SCBA through real life scenarios. As a result of this training event, 87% of our personnel recommended staying with the MSA air pack.

In addition to the base bid, three additional cost factors must be considered on the Scott Base Bid. As a MSA user, in order for the department to implement the SCOTT packs, the required options would be added to the costs.

As shown above the warranty provided through MSA extends through 15 years. SCOTT covers most of the working components for 10 years.

Fire Administration recommends the City Council approve the bid of $186,855 from MSA – Sentinel Emergency Solutions.

ITEM NO. [Signature]