Open Citizen Comment Procedure

1) Public Hearings — Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.

2) “Citizen Communication” — Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

COUNCIL PRAYER
Ministerial Alliance

Rolla City Council Meeting
Monday, October 15, 2018
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

PLEDGE OF ALLEGIANCE
Councilwoman Jody Eberly

I. PUBLIC HEARINGS
A) Ordinance Rezoning Lot 2, Poe’s Subdivision (104 E. 4th St.) from General Retail District (C-2) to Highway Commercial District (C-3) (Bahr) – (City Planner James Shields) -First Reading

II. SPECIAL PRESENTATIONS
A) Move Rolla Transportation Development District (MRTDD) Concept Report – Kip Strauss HNTB

III. OLD BUSINESS
A) Ordinance Amending Sections 18-16(a) & 18-25 of the Code Pertaining to Residential & Commercial Refuse Disposal & Collection – (Environmental Services Director Brady Wilson) – Final Reading
B) Ordinance Authorizing the Mayor to Enter into an Agreement with Insituform Technologies USA for Sanitary Sewer Lines Rehabilitation – (Public Works Director Steve Hargis) – Final Reading

IV. NEW BUSINESS
A) Motion Authorizing the Closing of Certain Streets During the Christmas Parade and Christkindl Market – (Public Works Director Steve Hargis) - Motion
B) Resolution Authorizing the Filing of an Application with the MoDNR State Revolving Fund Program - (Public Works Director Steve Hargis) – Motion
C) Ordinance Authorizing the Mayor to Enter into a Joint City/Housing Service Contract with the Rolla Housing Authority – (Police Chief Sean Fagan) – First Reading (final reading requested)

V. CLAIMS and/or FISCAL TRANSACTIONS
A) Motion Awarding Bid for Purchase of a 2019 Bucket Truck – (Public Works Director Steve Hargis) – Motion
VI. MAYOR/CITY COUNCIL COMMENTS

VII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
   None.

X. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: A request to rezone Lot 2 of Poe's Subdivision, which is, as currently configured, the parcel identified with the Phelps County Assessor Account Number of 7642 and the address of 104 East 4th Street, from the General Retail (Zoning) District (C-2) to the Highway Commercial (Zoning) District (C-3).

MEETING DATE: 10-15-2018

GENERAL INFORMATION:
CASE NUMBER: ZON18-08  SUBMISSION DATE: 09-23-2018
LEGAL AD DATE: 09-22-2018  300 FOOT NOTICE: 09-19-2018

APPLICANT/AGENT: The parcel subject to the proposed ordinance (the subject parcel) is owned by Anthony M. and Susan J. Bahr. The agent for this case is Madison Daily, the Vice President of Operations for Talema Group, LLC.

LOCATION: The subject parcel is located in central Rolla, Missouri, on the southwest side of the intersection of 4th Street and Oak Street. The subject parcel is Lot 2 of Poe's Subdivision, which has been assigned the Phelps County Assessor Account Number of 7642 and the address of 104 East 4th Street (See Figure 1 for a general location map and Figure 2 for a site map).

CURRENT USE/PARCEL/ZONING/FLUM DETAILS: The subject parcel is approximately 10,635 square feet in size according to the Phelps County Assessor’s office. The subject parcel is approximately 118 feet deep and 89 feet wide according to the original plat map. There is a one-story 2400 square foot metal warehouse and 14 parking spaces for motor vehicles on the subject parcel. All area requirements for both the General Retail (Zoning) District (C-2) and the Highway Commercial (Zoning) District (C-3) are met by the parcel and its contents (e.g. min. lot size, max. lot coverage, min. open space). The Future Land Use Map (FLUM) designation for the subject parcel is Community Commercial.

PROJECT DESCRIPTION: The applicant proposes to amend the Official Zoning Map in a way that will locate the subject parcel within the C-3 Zoning District to permit the use of “Wholesale operations, sales office/warehouse combination”, as listed in the permitted uses of the C-3 Zoning District. The agent recently applied for a wall sign permit and proposed operating a warehouse/distribution facility for small electronic components (See Figure 3 for a full description of the operation). Because the use is not permitted in C-2, we would not be able to approve such a proposal. This rezoning would permit the warehouse to operate on the subject parcel and for the applications to be processed.

ANALYSIS:
HISTORY: In 1948, the subject parcel was zoned Light Industrial (M-1) and remained that way until 2001, which was a year that much of the city was rezoned with the passage of a new Official
Zoning Map. The blocks immediately surrounding the subject block were originally zoned M-1 (blocks closest to railroad), two-family, and multi-family (the equivalents of). By 1971, the two-family and multi-family areas were now the local business district, which is similar to the current Neighborhood Business District (C-1). After 2001, the M-1 areas were now zoned C-3, C-2, and the Multi-Family District (R-3) and the other blocks mostly remained “C-1”.

The building located to the west of the subject parcel, 102 East 4th Street has been there since 1930. Beginning in 1990, the building served as Poe’s Gas and Appliance store (back of building was used for the License Bureau). Evidenced by a building permit, plat map, and historical photos, it appears that the subject parcel was historically treated as part of the facility’s premises, particularly for parking. In 1995, the block was subdivided and the subject parcel was permitted to be on a separate lot than the Poe’s facility. At the time, Rolla’s zoning ordinance permitted commercial businesses to locate their parking facilities on separate parcels if it was within 150 feet, but mandated that the parking for a facility not be reduced (provisions deleted in 2001, apparently). Regardless, 102 East 4th is not currently owned by the applicant and parking is required to be located on the lot/parcel it serves. Unless a cooperative parking agreement is approved, the parking on the subject parcel belongs solely to the subject parcel (proposed use needs only one). In 2003, a building permit indicates that a storage shed was built on the subject parcel (i.e. the metal warehouse currently located on the subject parcel). Presumably, this was intended to be an accessory storage shed for the facility at 102 East 4th Street. However, according to Section 42-204 of the Rolla City Code, accessory structures must be on the same lot as the primary structure it serves, which means that the warehouse may operate as the primary building since it cannot be classified as an accessory structure of 102 East 4th Street.

SITUATION: (See Figure 4 for a zoning and FLUM map and Figure 5 for current land use map) The abutting lot to the south is a 14-unit apartment building permitted through a Planned Unit Development (PUD) designation in 2014. To the immediate west of those apartments is a 16-unit apartment building (PUD from 2014). The Salvation Army, a used goods store, abuts the subject parcel to the west and is zoned C-2. To the northwest, north, and northeast of the subject parcel are mostly single-family houses (a few offices, an auto shop, and an apartment complex also exist) that are zoned C-2, C-3, and R-3. The next block to the west is a facility that rents construction equipment and a few single-family homes, which is all zoned C-3. The next block to the southwest is zoned C-2 and C-1 and contains a gun store, single-family houses, and an office. The blocks to the south and southeast are zoned C-1 and contain mostly single-family houses.

LAND USE COMPATIBILITY: The immediate surrounding blocks range widely in use and character, from the noisy and aesthetically degrading activity of the rental of heavy machinery to the quaintness of single-family houses (even on the same block). C-3 uses are generally associated with truck traffic and heavy traffic and are intended to be located along arterials. Truck/heavy traffic can be dangerous and be a nuisance to residential areas. In addition, outdoor storage is a prominent characteristic of C-3 uses and can create aesthetic and noise issues for residential areas. In addition, C-3 uses can be incompatible with certain C-1 uses (e.g. a coffee shop next to heavy/contractor’s equipment sales/rental, gas station, or sexually oriented business). However, considering the fact that a significant portion of the surrounding blocks are currently zoned C-3, the possibility of heavily intense commercial uses moving into the area currently exists. In addition, the current C-2 zoning of the subject parcel currently subjects it to the possible location
of uses that are incompatible with residential uses, such as gas stations. Ideally, in a use-based zoning scheme, there should be a transition between high intensity zones to lower intensity zones and lower intensity commercial/office districts should provide buffers between high intensity commercial zones and residential zones. However, taking into consideration the existing mixed-use nature of the area, one small parcel being zoned C-3 should have a relatively low increase in the threat of incompatible land use placement. In particular, the PUDS that exist on the subject block were approved in recent years with the knowledge that C-3 exists adjacent to the west and northwest and exists 150 feet away from north of the PUDs. One possible implication of this approval is that adjacency between multi-family units and C-3 uses may be acceptable to the community (through representation) in certain mixed-use, traditionally industrial, areas of the City.

**INTENT OF THE COMPREHENSIVE PLAN:** *Rolla 2020*, the latest update to Rolla’s comprehensive plan, indicates that the Central Core District (CCD) (note that this is different from the Center City Zoning District/FLUM designation, which is the traditional main street/downtown area of Rolla), which the subject parcel and immediate area is within (CCD boundaries are Cedar St. 2nd St., S. Bishop Ave, and 12th St.), can be described as “a complicated mix of commercial, residential, and institutional uses”. It goes on to state that the “mixed quality” should be encouraged to attract private sector investment. Furthermore, it states that the renovation and adaptive reuse of underutilized structures should be encouraged. Finally, *Rolla 2020* states that within the CCD, the trend is for businesses that do not need major corridors to successfully run their business to locate in residential structures in the CCD and that the city should work towards the redevelopment and consolidation of residential properties to allow new commercial development in the district, which will add to the community’s tax base (*Rolla 2020*, p. 64).

The CCD encompasses many different Future Land Use Map (FLUM) Designations. The FLUM "provides the physical depiction of a development pattern used to guide...location decisions...in the context with the vision, goals, [et cetera]...in the Plan” (*Rolla 2020*, p. 70). One of these FLUM designations is “Community Commercial”, which refers to Community Commercial Activity Centers (e.g. Wal-Mart supercenters), is intended to accommodate C-2 and C-3 uses and is characterized as places with a “Mix of commercial services in a concentrated area that draws shoppers from Rolla and the greater region” and that “...Location and access along one of Rolla’s major transportation corridors generally required” (*Rolla 2020*, pp.65, 72). By analyzing the FLUM in Figure 4, one can see that the entire subject block and surrounding blocks to the northwest, west, southwest and south are intended to accommodate, at least eventually, C-2 and C-3 uses because of their designation as CC. While this contradicts the approval of residential PUDs on the block, it supports the ideas conveyed in the comprehensive plan pertaining to the encouragement of commercial development and consolidation of lots in the CCD. While the roads that give access to CC in the CCD are local roads, not major corridors, the comprehensive plan does note that such roads are not necessarily required, only generally required for community commercial centers. This may be why such an area would be given such a designation without such access, but questions of the traffic safety of such an arrangement shall remain unaddressed. In addition, the FLUM shows high-density residential areas being almost surrounded by CC. This implies that adjacency between warehouses and apartments in this part of the City is consistent with *Rolla 2020* and reinforces the idea of the CCD being mixed-use.
In summary, the comprehensive plan/FLUM depicts a future of the CCD where apartments may abut C-3 uses, despite potential incompatibilities. In addition, the CC designation is consistent with the proposed C-3 zoning. Furthermore, the comprehensive plan refers to the goal of adaptive reuse, a goal that is consistent with the proposal that accompanies this rezone, which is to repurpose a storage shed into a warehouse, which, in turn, should add to the community’s tax base (also encouraged in *Rolla 2020*). It should be noted, from a general planning perspective, that while mixed-use development is a desirable goal for certain areas of a city due to the many benefits associated with walkability and jobs-housing balance, certain uses should be isolated to major arterials and/or fully separated and buffered from residential uses, sometimes within special districts only. Attempting to accomplish mixed-use environments with traditional use-based zones (e.g. Rolla’s zones) is problematic. For instance, C-2 and C-3 contain permitted uses that are auto-oriented and uses that could pose a multitude of issues for residential areas (whether single-family or multi-family), but at the same time, are the only zones that permit uses that are appropriate for mixed-used districts (e.g. restaurants that serve liquor). Ideally, mixed-use environments should be regulated by zoning that regulates form and limits uses in a way that will produce walkability while minimizing incompatibilities. For example, while entertainment and retail uses may be appropriate for a mixed-use district, drive-thrus and sexually oriented businesses are not.

**TRAFFIC SAFETY:** The distinction between C-2 and C-3, in terms of traffic generation, is not easily discernable due to the fact that there are uses in C-2 that would produce more traffic than some uses in C-3 and vice versa. Limited to about one outbound shipment per day, the agent claims that most of the operation’s outbound and inbound shipments will be done with a box truck, but some may be tractor-trailer. This indicates that the proposed use will have less of an impact than many other uses permitted in C-2, such as a gas station. In addition, the size of the lot (Approx. 7600 Sq. Ft.) limits the intensity of any use that may locate on the subject parcel, which limits the volume of traffic that may be produced by any potential use.

**CONTIGUOUSNESS:** While C-3 is located across the street of the west 40 feet of the northern lot line of the subject parcel, the subject parcel abuts or is adjacent to C-2, C-1, and PUD zones. In addition, the approval of this rezone will create a situation whereby 102 East 4th Street, a C-2 zoned property, will be isolated from any other C-2 zoned property.

**PUBLIC & INTERNAL COMMENTS:** No protest petitions have been filed to this department. However, one neighbor called the City Planner and inquired about the proposal, but did not submit any concerns. In addition, the owner of the block of 1 and 2-family units across from Rolla Rentals spoke at the Planning & Zoning Commission meeting about the numerous and longstanding issues he has had with living next to and owning residential properties next to C-3 uses.

**ACTION REQUIRED:** Unanimously, the Planning and Zoning Commission recommended the approval of the proposal. The action requested from the City Council is to conduct the first reading of and the public hearing on the applicant’s proposal rezone the subject parcel from C-2 to C-3.
Figure 1, ZON18-08, General Location Map
BAHR REZONE: Site Details

- **Applicant**
  - Anthony M. and Susan J. Bahr (owners)
  - Madison Daily, the Vice President of Operations for Talema Group, LLC (agent)

- **Parcel/Use Details**
  - Contains 2,400 Sq. Ft. Metal Warehouse.
  - Lot meets min. lot size/width requirements for both C-2 + C-3.
  - Lot Coverage is less than 40% (max for C-2/C-3)
  - No recognized current use
  - Has 14 parking spaces

104 E. 4th Street
Approx. 10,635 Sq. Ft.

Community Development Department Staff Report
Dear James,

Talema Group LLC owns various companies that produce small electronic components for stereo amplifiers, medical test equipment, industrial battery chargers, and portal equipment (i.e. welders, lighting, and sound systems). We have a design and sales office located at the University’s Innovation Center which also houses offices for Boeing, Garmin, Missouri Enterprise, and Fidelity Communications. This provides us access to technical support when needed.

The warehouse operation at 104 East 4th Street will be a small distribution facility for the products we produce. Once or twice a month a large shipment will come to the facility to deliver eight to twelve pallets. Two thirds of the pallets will be broken down to the carton level. The remaining pallets will ship out as is. Outbound shipments will average one per day. The outbound shipments typically are small loads that go FedEx, UPS, or 44 Express. Most of the inbound and outbound shipments are done with a box truck. As our customers specify the freight company, the types of trucks vary. Some will be semi-tractor, but most will be smaller. With the limited number of in and out shipments, the facility will employ one part-time worker for the facility. The expectation is that that person will work 15 hours per week.

Mac Daily  
Vice President of Operations  
Talema Group, LLC

900 Innovation Drive, Suite 120  
PO Box 935, Rolla Missouri 65402  
+1 573 303 3675  
www.talema.com
Figure 4, ZON18-08, FLUM & Zoning Map
**BAHR REZONE: Zoning Map, Land Use, and Situation**

- **Surrounding Zoning**
  - Within a two-block radius, the following zoning districts dominate the area: R-3, C-1, C-2, C-3 (some PUD).
  - One block radius originally zoned M-1, R-3, and R-2. By '72, R-2+R-3 were now C-1. After 2001, M-1 areas zoned C-3, C-2, R-3.

- **Surrounding Current Land Use**
  - Wide range of commercial, office, and residential
  - Mostly used for residential (esp. 1-fam), but mostly zoned commercial (historically area has been either industrially zoned or commercially zoned, yet never fully repurposed for nonresidential.

10/09/2018 - Rolla's Planning & Zoning Commission Meeting
ORDINANCE NO. _______

AN ORDINANCE THAT REZONES LOT 2 OF POE’S SUBDIVISION, WHICH IS, AS CURRENTLY CONFIGURED, THE PARCEL IDENTIFIED WITH THE PHELPS COUNTY ASSESSOR ACCOUNT NUMBER OF 7642 AND THE ADDRESS OF 104 EAST 4TH STREET, FROM THE GENERAL RETAIL (ZONING) DISTRICT (C-2) TO THE HIGHWAY COMMERCIAL (ZONING) DISTRICT (C-3). (BAHR)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department on September 23, 2018, that requested that the City of Rolla rezone Lot 2 of Poe’s Subdivision, which is, as currently configured, the parcel identified with the Phelps County Assessor Account Number of 7642 and the address of 104 East 4th Street, from the General Retail (Zoning) District (C-2) to the Highway Commercial (Zoning) District (C-3); and

WHEREAS, a public notice was duly published on September 22, 2018, in the Rolla Daily News that, in accordance with state and local law, provided notice that a public hearing on said proposal would be held at Rolla City Hall, 901 North Elm Street, Rolla, Missouri, at 6:30 P.M.; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 9, 2018, at 5:30 P.M. and recommended that the City Council approve this rezoning ordinance; and

WHEREAS, the Rolla City Council, during its meeting held on October 15, 2018, conducted a public hearing on and the first reading of this rezoning ordinance; and

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

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

SECTION 1: That the Rolla Planning and Zoning Code, which is Chapter 42 of the Code of the City of Rolla, Missouri, and a code that, in accordance with the Comprehensive Plan, divides the City of Rolla into zoning districts; controls the regulation and restriction of the erection, construction, reconstruction, alteration or use of buildings, structures, or land within such districts; and controls the number, shape, and area of such zoning districts on the the Official Zoning Map, is hereby amended by amending the Official Zoning Map in a way that will change the designation of the following described property from the General Retail (Zoning) District (C-2) to the Highway Commercial (Zoning) District (C-3):

Lot 2 of Poe’s Subdivision
SECTION 2: This ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits shall not be issued by the Community Development Department until the rezoning process has been completed by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 5th DAY OF NOVEMBER 2018.

APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
**Move Rolla**
Transportation Development District Project Update

Concept Planning Phase
Presentation to City Council
October 15, 2018

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**Program Development**

- Highway 63 Bypass Environmental Study (MODOT 2001)
- Rolla West Master Plan (2007)
- Move Rolla Transportation Strategy (2015)
- MS&T Transit Feasibility Study (2017)

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**Program Development**

- **Vision**
  - Develop a transportation system that meets the needs of all people and modes and promotes a safe, healthy community and economic opportunities for the next 20 years.

- **Goals**
  - Develop a safe and convenient transportation environment
  - Promote alternative mobility choices
  - Develop a transportation system that promotes economic opportunities
  - Creates a sense of place
Comment Summary:

• Bishop Avenue:
  - Concerned about a median barrier
  - Relocated University adds an additional safety crossing.

• Kingshighway:
  - Favor the reverse frontage road
  - Excited to modernize and add aesthetics to the corridor

• University Drive Pedestrian Bridge:
  - Positive feedback
  - Some concern about building a sidewalk south of university and west of I-44
Rolla TDD Current Budget

<table>
<thead>
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<th>Projects Completed or Underway</th>
<th>Millions of Dollars</th>
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<tbody>
<tr>
<td>TDD Bond Total</td>
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<tr>
<td>Highway 72 Extension</td>
<td>$12.4</td>
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<tr>
<td>Concept Planning and Design</td>
<td>$1.1</td>
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<tr>
<td>Bishop Avenue Sidewalk</td>
<td>$0.4</td>
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<td>Westside Marketplace</td>
<td>$4.5</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$18.4</strong></td>
</tr>
</tbody>
</table>

Next Steps

a. Kingshighway - Preliminary and final design
b. University Red Bridge – Final design
c. Bishop Avenue/University – Additional Planning
d. Final Concept Report

![Next Steps Chart]

<table>
<thead>
<tr>
<th>New Rolla TDD Projects</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
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<tbody>
<tr>
<td>Highway 72</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>1. Missouri Pipeline</td>
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<tr>
<td>2. University Red Bridge</td>
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<tr>
<td>Bishop Avenue</td>
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<td>Westside Drive</td>
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<td>Total</td>
<td></td>
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Fees for services provided by the Environmental Services Department were last adjusted in 2014 (effective Jan. 1, 2015). Prior to that, rates had not been increased since 2002. Since the time of the last increase, almost every aspect of operations has increased in cost. In addition to increases in general operating costs overall, a couple of current issues will cause budgetary concern. These include the need for additional manpower (two new positions added for FY2018-19) and significant revenue loss from recyclables sales (due to market conditions).

The possibility of a rate increase was discussed with the Refuse Service Review Committee prior to approval of the new budget and the Committee was supportive of moving forward. The new rates being proposed are based on the cost of providing service(s). An increase in primary services for residential and commercial customers is being proposed with an effective date of January 1, 2019. Proposed increases are within the 5%-10% range. A copy of the proposed changes and accompanying ordinance are attached.
# Residential Rates

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<th>Proposed</th>
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<td>$14.00/month</td>
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<tr>
<td>35-gallon:</td>
<td>$11.50/month</td>
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<tr>
<td>Bags for extras:</td>
<td>$1.00 each</td>
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<tr>
<td>Bulk waste stickers:</td>
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# Commercial Rates

<table>
<thead>
<tr>
<th>Container</th>
<th>Current (monthly)</th>
<th>Proposed (monthly)</th>
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</thead>
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<tr>
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<td>1 cubic-yard:</td>
<td>1/week - $ 40.30</td>
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<td></td>
<td>2/week - $ 80.60</td>
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<td>3/week - $120.90</td>
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<td></td>
<td>4/week - $254.00</td>
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<td>5/week - $317.50</td>
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<td></td>
<td>Extra - $ 30.00</td>
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<td>4 cubic-yard:</td>
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<td></td>
<td>2/week - $217.70</td>
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<td></td>
<td>3/week - $326.50</td>
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<td></td>
<td>4/week - $435.30</td>
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<td>Extra - $ 40.00</td>
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<td>6 cubic-yard:</td>
<td>1/week - $155.80</td>
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<td></td>
<td>3/week - $467.45</td>
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<td>5/week - $779.05</td>
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<td>Extra - $ 50.00</td>
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Container swap fee: $20.00 $ 25.00 (each time)
### Special Service Rates

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<th>Item</th>
<th>Current</th>
<th>Proposed</th>
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<tbody>
<tr>
<td>Tires</td>
<td>$5.00 each w/ $10.00 minimum</td>
<td>No change</td>
</tr>
<tr>
<td>Brush</td>
<td>$20.00 minimum</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>$1.00/minute after 15 minutes</td>
<td></td>
</tr>
<tr>
<td>Bulk Waste</td>
<td>$25.00/cubic yard</td>
<td>No change</td>
</tr>
<tr>
<td>Paper Shredding</td>
<td>$25.00/man hour</td>
<td>No change</td>
</tr>
<tr>
<td></td>
<td>$10 minimum</td>
<td></td>
</tr>
</tbody>
</table>

### Construction/Demolition Dumpsters

<table>
<thead>
<tr>
<th>Item</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Rental</td>
<td>$5.00/day (Mon.-Fri.)</td>
<td>No change</td>
</tr>
<tr>
<td>Relocation Fee</td>
<td>$40.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Transport Fee</td>
<td>$2.00/mile</td>
<td>$2.50/mile</td>
</tr>
<tr>
<td></td>
<td>(This fee is charged when waste is required to be direct-hauled to the landfill.)</td>
<td></td>
</tr>
<tr>
<td>Roll-off Boxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pull Charge</td>
<td>$90.00</td>
<td>$100.00 (Minimum of one pull/box/mo.)</td>
</tr>
<tr>
<td>Rear-load Dumpsters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 cubic-yard</td>
<td>$73.00/empty</td>
<td>$80.00/empty</td>
</tr>
<tr>
<td>6 cubic-yard</td>
<td>$99.50/empty</td>
<td>$110.00/empty</td>
</tr>
<tr>
<td>Compactors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pull Charge</td>
<td>$105.00 (all units)</td>
<td>$115.00 (single handling)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$130.00 (double handling)</td>
</tr>
</tbody>
</table>
ORDINANCE NO. _________

AN ORDINANCE REPEALING SECTION 18-16 (a), AND SECTION 18-25 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING NEW SECTIONS IN LIEU THEREOF PERTAINING TO RESIDENTIAL AND COMMERCIAL REFUSE DISPOSAL AND COLLECTION.

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

Section 1: That Section 18-16(a) of the Code of the City of Rolla, Missouri, is hereby repealed and a new section enacted in lieu thereof as follows:

Sec. 18-16. Service charge rates for residential refuse collection.

(a) Each residential refuse customer shall pay to the City a service charge of $12.75 per month for the weekly collection of the contents of each 35-gallon container, all acceptable yard wastes in biodegradable bags, and all specified recyclables. Each residential refuse customer shall pay to the City a service charge of $15.25 per month for the weekly collection of the contents of each 90-gallon container, all acceptable yard wastes in biodegradable bags, and all specified recyclables.

Section 2: That Section 18-25 of the Code of the City of Rolla, Missouri, is hereby repealed and a new section enacted in lieu thereof as follows:

Sec. 18-25. Service charge rates for commercial refuse collection.

Each commercial refuse customer shall pay to the city a service charge for collection as follows:

(a) Each commercial refuse customer shall subscribe to one of the following service levels and pay monthly to the City the following service charge(s) for the corresponding container and frequency of service:

<table>
<thead>
<tr>
<th>One (1) cubic yard container</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 service per week</td>
<td>$ 42.40/month</td>
</tr>
<tr>
<td>2 services per week</td>
<td>$ 84.80/month</td>
</tr>
<tr>
<td>3 services per week</td>
<td>$127.20/month</td>
</tr>
<tr>
<td>4 services per week</td>
<td>$169.60/month</td>
</tr>
<tr>
<td>5 services per week</td>
<td>$212.00/month</td>
</tr>
</tbody>
</table>

There will be a $25.00 charge for any additional service request.
Two (2) cubic yard container

<table>
<thead>
<tr>
<th>Service Frequency</th>
<th>Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 service per week</td>
<td>$66.50/month</td>
</tr>
<tr>
<td>2 services per week</td>
<td>$133.00/month</td>
</tr>
<tr>
<td>3 services per week</td>
<td>$199.50/month</td>
</tr>
<tr>
<td>4 services per week</td>
<td>$266.00/month</td>
</tr>
<tr>
<td>5 services per week</td>
<td>$332.50/month</td>
</tr>
</tbody>
</table>

There will be a $30.00 charge for any additional service request.

Four (4) cubic yard container

<table>
<thead>
<tr>
<th>Service Frequency</th>
<th>Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 service per week</td>
<td>$112.40/month</td>
</tr>
<tr>
<td>2 services per week</td>
<td>$224.80/month</td>
</tr>
<tr>
<td>3 services per week</td>
<td>$337.20/month</td>
</tr>
<tr>
<td>4 services per week</td>
<td>$449.60/month</td>
</tr>
<tr>
<td>5 services per week</td>
<td>$562.00/month</td>
</tr>
</tbody>
</table>

There will be a $40.00 charge for any additional service request.

Six (6) cubic yard container

<table>
<thead>
<tr>
<th>Service Frequency</th>
<th>Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 service per week</td>
<td>$159.40/month</td>
</tr>
<tr>
<td>2 services per week</td>
<td>$318.80/month</td>
</tr>
<tr>
<td>3 services per week</td>
<td>$478.20/month</td>
</tr>
<tr>
<td>4 services per week</td>
<td>$637.60/month</td>
</tr>
<tr>
<td>5 services per week</td>
<td>$797.00/month</td>
</tr>
</tbody>
</table>

There will be a $50.00 charge for any additional service request.

The initial container requested will be delivered at no extra charge. However, there will be a $25.00 fee for changing container sizes after the initial delivery.

(b) Each commercial refuse customer shall pay to the City a service charge of $15.25 per month for collection of one (1) 90-gallon roll-out container once per week.

(c) Customers utilizing the City’s construction/demolition container service shall pay to the City a rental charge of $5.00 per day (Monday through Friday) plus a charge of $100.00 per pull plus appropriate landfill or transfer station tipping fees for each open top roll-off container. There shall be a minimum of one pull charged per month per box.
(d) Each customer shall pay to the City, a rental charge of $5.00 per day (Monday through Friday) for use of each 4-yard container, plus a charge of $80.00 each time a 4-yard container is emptied, and, each customer shall pay to the City, a rental charge of $5.00 per day (Monday through Friday) for use of each 6-yard container, plus a charge of $110.00 each time a 6-yard container is emptied. There shall be a minimum of one empty service charged per box per month.

(e) Each customer shall pay to the City a service charge of $115.00 per pull for standard units, and $130.00 per pull for units requiring double handling to turn the unit around, plus appropriate landfill or transfer station fees for each hydraulically operated roll-off compactor.

(f) Each customer requesting to have the City haul regulated waste shall pay the established container fees as specified in Section 18-25 herein as well as all other applicable disposal fees in addition to a $2.50 per mile transportation fee.

(g) Each customer shall pay to the City a fee of $50.00 to have a roll-off or construction/demolition container relocated at the customer's request.

Section 5: That this ordinance shall be in full force and effect with the billing on or after January 1, 2019.


APPROVED:

ATTEST: MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
DEPARTMENT HEAD: Steve Hargis  ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Rehabilitating Sanitary Sewer Lines

BUDGET APPROPRIATION (IF APPLICABLE) - $200,000.00  DATE: 10/15/2018

COMMENTARY:

Attached is a contract to rehabilitate just under 1.6 miles of sanitary sewer in various locations throughout the city and a portion of the Shady Oaks Sewer District. This is the eighth year staff is proposing to participate in the cooperative purchasing arrangement with other Missouri communities with a bid received by Independence, Missouri.

At the October 1st, 2018 council meeting, council accepted the bid submitted by Insituform Technologies, USA in the amount of $233,799.00 with $26,584.00 to be reimbursed from the Shady Oaks Sewer District. Staff is requesting the final reading of the ordinance authorizing the mayor to enter into contract with Insituform Technologies, USA for $233,799.00.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INSITUFORM TECHNOLOGIES USA, LLC.

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

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


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
To: Bill Haynes  
City of Rolla  
1801 Highway 72 East  
Rolla, MO 65402  
(573) 612-5818  
bhaynes@rollacity.org

Re: City of Rolla, MO, 2018 Storm Sewer CIPP Project (Revision 2)

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

<table>
<thead>
<tr>
<th>Bid Item per Doc</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Per Bid Quantity</th>
<th>Bid Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MH BW4-62 to MH BW4-63 6'</td>
<td>LF</td>
<td>59</td>
<td>$45.00</td>
<td>$2,655.00</td>
</tr>
<tr>
<td>2</td>
<td>MH LE1-24 to MH LE1-25 6'</td>
<td>LF</td>
<td>116</td>
<td>$45.00</td>
<td>$5,220.00</td>
</tr>
<tr>
<td>3</td>
<td>MH BN2-144 to MH BW2-98 8'</td>
<td>LF</td>
<td>286</td>
<td>$24.00</td>
<td>$6,864.00</td>
</tr>
<tr>
<td>4</td>
<td>MH BW4-2 to MH BW4-3 8'</td>
<td>LF</td>
<td>291</td>
<td>$24.00</td>
<td>$6,984.00</td>
</tr>
<tr>
<td>5</td>
<td>MH BW4-69 to MH BW4-70 8'</td>
<td>LF</td>
<td>303</td>
<td>$24.00</td>
<td>$7,272.00</td>
</tr>
<tr>
<td>6</td>
<td>MH BW4-43 to MH BW4-44 8'</td>
<td>LF</td>
<td>48</td>
<td>$45.00</td>
<td>$2,160.00</td>
</tr>
<tr>
<td>7</td>
<td>MH BW4-11 to MH BW4-12 8'</td>
<td>LF</td>
<td>156</td>
<td>$29.00</td>
<td>$4,524.00</td>
</tr>
<tr>
<td>8</td>
<td>MH LW1-23 to MH LW1-24 8'</td>
<td>LF</td>
<td>309</td>
<td>$24.00</td>
<td>$7,416.00</td>
</tr>
<tr>
<td>9</td>
<td>MH LW1-22 to MH LW1-23 8'</td>
<td>LF</td>
<td>134</td>
<td>$45.00</td>
<td>$6,030.00</td>
</tr>
<tr>
<td>10</td>
<td>MH LW1-19 to MH LW1-21 8'</td>
<td>LF</td>
<td>305</td>
<td>$24.00</td>
<td>$7,320.00</td>
</tr>
<tr>
<td>11</td>
<td>MH LW1-18 to MH LW1-16 8'</td>
<td>LF</td>
<td>601</td>
<td>$21.00</td>
<td>$12,621.00</td>
</tr>
<tr>
<td>12</td>
<td>MH LW1-16 to MH LW1-14 8'</td>
<td>LF</td>
<td>420</td>
<td>$22.00</td>
<td>$9,240.00</td>
</tr>
<tr>
<td>13</td>
<td>MH LW1-13 to MH LW1-14 8'</td>
<td>LF</td>
<td>300</td>
<td>$24.00</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>14</td>
<td>MH LW1-12 to MH LW1-13 8'</td>
<td>LF</td>
<td>258</td>
<td>$24.00</td>
<td>$6,192.00</td>
</tr>
<tr>
<td>15</td>
<td>MH LW1-14 to MH LW1-9 8'</td>
<td>LF</td>
<td>192</td>
<td>$29.00</td>
<td>$5,568.00</td>
</tr>
<tr>
<td>16</td>
<td>MH BE1-28 to MH BE1-29 8'</td>
<td>LF</td>
<td>190</td>
<td>$29.00</td>
<td>$5,510.00</td>
</tr>
<tr>
<td>17</td>
<td>MH BE3-3 to MH BE3-3A 8'</td>
<td>LF</td>
<td>142</td>
<td>$45.00</td>
<td>$6,390.00</td>
</tr>
<tr>
<td>18</td>
<td>MH BE4-33 to MH BE4-31 8'</td>
<td>LF</td>
<td>511</td>
<td>$22.00</td>
<td>$11,242.00</td>
</tr>
<tr>
<td>19</td>
<td>MH BE4-30 to MH BE4-31 8'</td>
<td>LF</td>
<td>305</td>
<td>$24.00</td>
<td>$7,320.00</td>
</tr>
<tr>
<td>20</td>
<td>MH LE8-42 to MH LE8-197 8'</td>
<td>LF</td>
<td>269</td>
<td>$24.00</td>
<td>$6,546.00</td>
</tr>
<tr>
<td>21</td>
<td>MH LE8-45 to MH LE8-46 8'</td>
<td>LF</td>
<td>152</td>
<td>$29.00</td>
<td>$4,408.00</td>
</tr>
<tr>
<td>22</td>
<td>MH LE8-50 to MH LE8-48 8'</td>
<td>LF</td>
<td>452</td>
<td>$22.00</td>
<td>$9,944.00</td>
</tr>
<tr>
<td>23</td>
<td>MH LE7-17 to MH LE7-19 8'</td>
<td>LF</td>
<td>594</td>
<td>$22.00</td>
<td>$13,088.00</td>
</tr>
<tr>
<td>24</td>
<td>MH LE1-35 to MH LE1-56 8'</td>
<td>LF</td>
<td>203</td>
<td>$29.00</td>
<td>$5,887.00</td>
</tr>
<tr>
<td>25</td>
<td>MH LW5-27 to MH LW5-28 8'</td>
<td>LF</td>
<td>113</td>
<td>$45.00</td>
<td>$5,085.00</td>
</tr>
<tr>
<td>26</td>
<td>MH BW4-24 to MH BW4-26 12'</td>
<td>LF</td>
<td>284</td>
<td>$31.00</td>
<td>$8,804.00</td>
</tr>
<tr>
<td>27</td>
<td>MH LE10-15CO to MH LE10-15CO 6'</td>
<td>LF</td>
<td>499</td>
<td>$22.00</td>
<td>$10,978.00</td>
</tr>
<tr>
<td>28</td>
<td>MH LE10-15CO to MH LE10-15CO 6'</td>
<td>LF</td>
<td>405</td>
<td>$22.00</td>
<td>$8,910.00</td>
</tr>
</tbody>
</table>
Inclusions and exclusions as stated unless different with the Independence MO term contract.

INCLUDED:

✓ Installation of Insituform® CIPP
✓ Standard light cleaning of loose debris and televising
✓ Certificate of insurance with a standard coverage
✓ Bypass
✓ Dry weather work only
✓ Post TV
✓ All pricing assumes 100% of above scope to be performed. If not, the pricing will need to be reevaluated.

EXCLUDED:

♦ Site clearing of any kind
♦ Traffic control beyond standard cones and early warning signs.
♦ Permits, Retainage, or Bonds (can be provided at 2.5%)
♦ Taxes – Owner/GC to provide tax exempt certificate or will pay tax directly to entity
♦ Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.
♦ Special Insurance such as Railroad Protective Liability and Owners & Contractors Protective Liability
♦ Weekend/Holiday Work.

OWNER TO PROVIDE:

♦ Access to manholes including R/R of Manhole tops, clearing and ground lev ing/stabilization if needed for equipment
♦ City to provided equipment to off load/reload dual gland equipment
♦ Traffic control plan, permits, devices if needed (other than standard cones)
♦ Water for construction – typically fire hydrant
♦ Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.
♦ Permits as needed

General Conditions:

1. We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.
2. Laterals, if encountered, that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.

3. To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

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

4. LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

5. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

6. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.
7. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform® process per the above conditions, and Insituform® specifications, are included.

8. PAYMENT TERMS: Payment is due in full, without exception or retention, within 35 days of date of invoice.

9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.

Thank you,

INSITUFORM TECHNOLOGIES USA, LLC.

Offered By: Accepted By:

Insituform Technologies USA, LLC.

Greg Patton
Business Development Manager

Accepted by: Insituform Technologies USA, LLC.

_______________________________
Signature

_______________________________
Date

_______________________________
Name/Title

_______________________________
Organization

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

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

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.
The annual Christmas Parade is planned for Saturday December 1st. A map showing the route and staging area is attached. Parade participants will begin lining up at 8:00 am with the parade commencing at 10:00 am. The parade should last for about one hour. Both Rolla Street and Pine Street will be closed to traffic and parking.

In addition, the Sister City Association will be hosting the Christkindl Market on Friday evening November 30th and Saturday December 1st. Seventh Street from Pine to Rolla will be closed from Friday at 6:00 am until Sunday at 5:00 pm. Rolla Street will be closed just after the parade on Saturday until 10:00 pm that evening. In addition, Pine Street will be closed from 9th to 10th from 5:00 pm until 8:00 pm for a Christmas Tree Lighting Ceremony at the Rolla Library.

Staff recommends approval.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD:    Steve Hargis

ACTION REQUESTED:    Resolution

ITEM/SUBJECT:        SE and VR Wastewater Treatment Plants
                    Design Improvements - SRF Loan

BUDGET APPROPRIATION (IF APPLICABLE)        DATE: 10/15/18

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

COMMENTARY: Resolution has been requested by Department of Natural
Resources (DNR) to establish an individual authorized to represent the City of Rolla
in the making of loans with the department to construct the improvements at the
Southeast and Vichy Road Treatment Plants.
RESOLUTION NO. ____________

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, STATE REVOLVING FUND PROGRAM FOR LOANS UNDER THE MISSOURI CLEAN WATER LAW (SECTION 644, RSMo).

Whereas, under the terms of the Missouri Clean Water Law, Section 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects;

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

Section 1. That City Administrator John Butz be and he is hereby authorized to execute and file an application on behalf of the City of Rolla with the State of Missouri for a loan and/or grant to aid in the construction of the Southeast and Vichy Road Treatment Plant Improvements.

Section 2. That City Administrator John Butz is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.


APPROVED

ATTEST: ____________________________

MAYOR

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

IV.B.2.
Commentary:

The Rolla Police Department (RPD) has been working with the Rolla Housing Authority (RHA) to improve the quality of life for the residents of Section 8/HUD housing, by working to eradicate the criminal element that live in or frequent this type of housing. We have come to conclude that in order to be able to have the impact that is needed to improve these neighborhoods, we need to have a full-time housing officer to conduct investigations, assist in background checks, and work on quality of life issues. While this is important support for the mission of the RHA, the contract also provides substantial benefit to the larger Community by providing early and direct interdiction in potential problems in low income areas. The RPD and the RHA have been working together now for many years and have proven that this program is working. We are asking that this relationship continue.

In exchange for the assignment of an officer to work these housing areas, the RHA will continue to pay half of the officer's salary and benefits. The RPD would be responsible for the same amount. It is our belief that with this relationship we can continue to make great strides in reducing criminal and drug activity in these types of housing areas.

This is a three-year contract, with the option to renew each additional year.

Recommendation:

Motion to consider final reading of ordinance.
AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE ROLLA HOUSING AUTHORITY.

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, is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, the Joint City/Housing Service Contract between the City of Rolla, Missouri, and the Rolla Housing Authority. A copy of said contract being attached hereto and marked Exhibit A.

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


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM

______________________________
City Counselor
JOINT CITY/HOUSING SERVICE CONTRACT

Whereas, the City of Rolla, Missouri and the Housing Authority of the City of Rolla (RHA) mutually desire to enter into an Agreement whereby the Rolla Police Department (RPD) will provide and manage a Housing Officer (HO) Program in the Rolla Housing Authority; and

Whereas, the parties further desire to set forth the specific terms and conditions of the services to be performed and provided;

Now, Therefore, the parties hereto agree as follows:

I. Term of Agreement

The term of this agreement is one year commencing on September 1, 2018 and ending on August 31, 2019. The Agreement shall be renewed and extended annually for additional and successive one-year terms until full term of August 31, 2021, unless notice of non-renewal is given by either party, in writing, within sixty (60) days prior to the succeeding term. If the Agreement requires a modification at the time of renewal, such modification shall be outlined in a written Amendment and signed by the authorized officials. Upon full term of August 31, 2021, a new Agreement shall be entered into, if so desired.

II. Employment and Assignment of Housing Officer

A. The City of Rolla agrees to employ one Housing Officer (HO) during the term of this agreement. The HO shall be an employee of the City of Rolla and shall be subject to the administration, supervision and control of the City of Rolla and the Rolla Police Department, except as such administration, supervision and control are subject to the terms and conditions of this Agreement.

B. The City of Rolla agrees to provide and to pay a HO’s salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City of Rolla, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The HO shall be subject to all other personnel policies and practices of the City of Rolla and the Rolla Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

C. The Rolla Police Department, in its sole discretion, shall have the power and authority to hire, discharge and discipline the HO.
D. One HO shall be primarily assigned to the Rolla Housing Authority by the Rolla Police Department and at the discretion of the Executive Director of RHA.

E. In the event the HO is absent from work, the HO shall notify both his/her supervisor in the Rolla Police Department and the Executive Director or the housing authority office of the building to which the HO is assigned.

F. RPD will provide to the RHA the telephone number to call to obtain HO related absence, when the requested service cannot wait for the HO’s return to duty. When the HO is expected to be absent for three or more consecutive days, RPD will assign another officer to serve as the temporary HO, providing as many of the duties listed in Paragraph A within Section VIII.

III. Supplies and Equipment

A. The RPD agrees to provide a HO with the following:

1. standard uniform and uniform accessories;

2. a standard patrol vehicle for which the RPD agrees to:
   a. provide all necessary maintenance;
   b. pay for gasoline, oil, replacement tires and other expenses associated with its operation; and
   c. purchase and maintain comprehensive general auto liability insurance in an amount not less than the coverage recommended by the Risk Manager for the City; and

3. a standard issue pistol and rounds of ammunition.

B. The RHA agrees to provide a HO with the usual and customary office supplies and forms required in the performance of duties.

IV. Financial Consideration

A. The RHA agrees to compensate the City of Rolla one-half (1/2) of the total cost of an officer’s salary. In return, the City of Rolla Police Department will ensure that the officer devote, on average, 20 hours a week performing the duties of a HO. Total cost is calculated by adding the current officer’s guaranteed base salary plus benefits. The annual cost may be adjusted as necessary to account for increases in
the HO's salary and benefits, but will increase no more than three percent (3.0%) during any year of this agreement. When such an increase occurs, RPD will notify the RHA who will be given 60 days within which to terminate the contract.

B. Said compensation shall be paid by the RHA to the City of Rolla in twelve equal, monthly installments. RPD will send invoices each month to RHA for payment, which will be due and payable 15 days after the invoice is sent to the RHA.

V. Insurance and Indemnification

A. The City of Rolla agrees to hold the RHA, its agent and employees free, harmless, and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the following:

1. the performance of the duties of the HO or the HO program; or

2. allegations of unfair or unlawful employment practices brought by the HO.

B. Neither the City of Rolla nor the Rolla Housing Authority waives any protections or defenses of sovereign immunity or statutory caps of damages authorized by law.

VI. Goals and Objectives

A. It is understood and agreed that the RHA and RPD officials share the following goals and objectives with regard to the HO in the housing buildings:

1. To reduce overall crime in the housing buildings;

2. To have the HO to serve all legal notices or help serve the notices as a liaison between the housing authority and other law enforcement agencies;

3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at the building and grounds, such as: disorderly conduct by trespassers, the possession and use of weapons on building grounds, the illegal sale and/or distribution of controlled substances, and riots;

4. To report serious crimes that occur on housing property and to cooperate with the law enforcement officials in their investigations of crimes that occur at housing property;

5. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off housing properties.
VII. Duty Hours

A. The HO shall be on duty at the RHA an average of twenty (20) hours per week. The specific HO duty hours at a particular building shall be set by mutual agreement between the RHA, at the discretion of the executive director of housing authority to which the officer is assigned, and the RPD, by the officer in charge of the HO Program.

B. It is understood and agreed that time spent by a HO attending court and/or criminal cases arising from and/or out of his/her employment as an HO shall be considered as hours worked under this Agreement.

VIII. Duties of a Housing Officer (HO)

A. The duties of the HO shall include the following:

1. To protect lives and property for the citizens and tenants of the Housing Authority of the City of Rolla;

2. To enforce Federal, State and Local criminal laws and ordinances, and to assist RHA officials with the enforcement of Board of Commissioners Policies and Administrative Regulations regarding tenants conduct;

3. To investigate criminal activity committed on or adjacent to housing property;

4. To counsel tenants in special situations, such as tenants suspected of engaging in criminal misconduct, when requested by the RHA;

5. To answer questions and conduct classroom presentations for tenants in the law-related education field;

6. To assist other law enforcement officers with outside investigations concerning tenants attending the building(s) to which the HO is assigned;


8. The HO shall coordinate and communicate with the administration of the housing to which he/she is assigned.

IX. Transporting Tenants

The HO shall not transport any tenant in a police vehicle except when the tenant is a victim of a crime, under arrest, or some other emergency circumstances exist.
X. Investigation of Crimes Committed on Housing Grounds or at a Housing Function

A. Interview and Interrogation Procedures

1. In the event a serious crime is committed at a housing building or at a housing activity, the administration, with the assistance of the HO, should question any witnesses to determine that a crime was committed and who committed the crime.

2. The HO shall have the general authority to question or interrogate any tenant at the housing building who may have information about criminal misconduct or the violation of the conduct policies of the RHA.

3. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a housing official; but when immediate action is necessary, or in an emergency situation, the HO may interrogate a tenant without the presence of a housing official.

B. Reporting of Serious Crimes

If an investigation uncovers evidence of a serious crime as defined in Missouri Criminal Statutes and the RHA administrative regulations, the RHA official shall notify the HO, the tenants and the appropriate housing personnel.

XI. Bomb Threats

Housing officials, the HO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see RHA Emergency Procedures Manual and the RPD Policy regarding Bomb Threats). In the absence of physical evidence, it is the administrator’s decision to evacuate the property.

XII. Controlled Substances

A. Housing officials shall notify the HO in all cases involving ALL possessions, sales or distribution of controlled substances at housing building or housing activities.

B. Any controlled substances or suspected controlled substances confiscated by housing officials shall be turned over to the HO for proper identification and eventual destruction.

C. The HO will work with the narcotics division to reduce drugs within the housing units,
XIII. Riots and Civil Disorders

A. In the event a riot or civil disorder occurs in housing, the Executive Director and the HO shall discuss and agree upon a response to the situation.

B. If, in the opinion of the Executive Director and/or HO, additional law enforcement personnel are needed to restore and/or maintain order, the HO will contact the appropriate law enforcement agency and request that assistance. The Executive Director or his designee also shall notify additional RHA personnel as needed.

XIV. Access to Tenant Records

A. Housing officials shall allow the HO to inspect and copy any public records maintained by the RHA. However, law enforcement officials may not inspect and/or copy confidential tenant records except in emergency situations.

B. If some information in a tenant's cumulative record is needed in an emergency to protect the health or safety of the tenant or other individuals, housing officials may disclose to the HO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety. A full explanation as to the need of the information to meet the emergency situation and the extent to which time is of the essence shall be articulated in the HO's official police report.

C. If confidential tenant record information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

XV. Evaluation

It is mutually agreed that the RHA shall evaluate annually the HO Program and the performance of the HO on forms developed by the RPD. It is further understood that the RHA's evaluation of each officer is advisory only and that the RPD retains the final authority to evaluate the performance of the HO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year indicated below:

Executed this ___ day of _________, 2018, on behalf of the Housing Authority of Rolla, Missouri.
Joint City/Housing Service Contract

Attest:

John F. Morrissey
Executive Director

Approved as to Form:

Ed Hoertel
Attorney to the Housing Authority

Executed this _____ day of _________, 2018, on behalf of the City of Rolla, Missouri.

Approved:

Louis J. Magdits, IV
Mayor, City of Rolla

Attest:

Carol L. Daniels
City Clerk

Approved as to Form:

Lance Thurman
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis
ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Bucket Truck

BUDGET APPROPRIATION (IF APPLICABLE) $140,000 DATE: 10/15/2018

COMMENTARY:

Attached is information regarding state bids for a 2019 Bucket Truck.

We are requesting to participate in the cooperative purchase of a bucket truck for the Street Department using the MoDOT bid for Lift Trucks.

The unit is a planned replacement in the Street Department. The price for the bucket truck is $129,941.00 and will be paid for out of existing revenues.

Staff recommends City Council approve the purchase of a Versalift VST-40-I on a 2019 Ram 5500 chassis from Drake Scruggs Equipment Inc. for $129,941.00 as set out in the Contract #3-141210TV between the Missouri Highways and Transportation Commission and Drake-Scruggs Equipment, Inc.
City of Rolla, MoDOT / VST-40-I Contract # 3-141210TV 3rd Renewal/Revision 2

Attn: Mr. Kyle Pinkston
901 North Elm Street
Rolla, MO 65401-
Tel. (573) 467-0550
Fax

We are pleased to quote to you, the equipment described below delivered F.O.B., Missouri in accordance with specifications attached:

Quote Number 093618-0

Per the following specification we are quoting:
Install a Versalift VST-40-I aerial unit, Knapheide model 7132D54RJ service body and accessories installed on a Drake-Scruggs supplied current model year Ram 5500 cab chassis.

* Total ----------------------- $129,941.00

Delivery ARO 260 Days

State and municipal sales taxes are to be added if applicable. FET shall be added if applicable.

Terms are Net 10. This Quote is valid for a period of 30 days from Thursday, September 20, 2018.

The goods described herein will be sold subject to the additional provisions and our regular warranty printed on the next page hereof. We thank you for the courtesy extended to us, and hope to be favored with your acceptance of this proposal. Your acceptance of this proposal will not be binding upon us until one of our salesmen and an authorizing person of your company approves this proposal hereon in writing. No parts shall be ordered until a signed copy of this form and/or a P.O. has been received.

ACCEPTED: Respectfully Submitted,
Date: ____________________________

PO #

Quote Prepared By Nathen Barto

Firm Name: ____________________________________________________________________________
By: _______________________________________________ By: __________________________

Mark Selhime

Friday, September 28, 2018
ADDITIONAL PROVISIONS

1. Occasions in which Drake-Scruggs Equipment Inc is to supply the cab and chassis for a customer it shall be invoiced to you upon delivery to Drake-Scruggs Equipment.
2. If, for any reason, delivery is not made within 10 days from the date specified, the cash selling price quoted herein will be subject to adjustment to conform to our regular cash selling price of the goods covered by this proposal in effect at the time of delivery. If the price adjustment results in an increase in price, you shall have the privilege of accepting delivery at the increased price or canceling your acceptance of this proposal by giving written notice of such cancellation to us within 5 days after notice of such price increase is given to you.
3. You agree to accept the goods covered by this proposal, as fulfilled thereof, with such changes in design and materials, or either of them, which we might make.
4. If any sales or excise taxes now in effect, shall be increased, or any new sales, excise, floor or processing taxes shall be imposed by federal, state, or local laws, you are to reimburse us for any and all such increased or new taxes that we may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of the articles and equipment covered by this proposal. The amount of such increased or new taxes may be billed as a separate item or added to the price of the articles and equipment to which they are applicable at our option.
5. We shall not be responsible for loss, damage, or delays in transportation after shipment, nor for failure to supply any goods covered by this proposal or to deliver the same on time where prevented by strikes, fires, or accidents, or by the demand exceeding the available supply, or by any other cause beyond our reasonable control.
6. Any cost incurred by Drake-Scruggs Equipment, Inc. as a result of either cancellation or change orders shall be passed to the buyer.

*Delivery time is only an estimate. This time may change due to unforeseen problems.

WARRANTY

DRAKE-SCRUGGS EQUIPMENT, INC. Warrants each new article to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to making good any part or parts thereof which shall be returned to it with transportation charges prepaid, and which its examination shall disclose to its satisfaction to have been thus defective, provided that such part or parts shall be so returned to it not later than (90) days after delivery of such article to the original purchaser. This warranty is expressly in lieu of all other warranties expressed or implied and of all other obligations or liabilities on its part, and it neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

This warranty shall not apply to any article which shall have been repaired or altered outside of its shop in any way so as, in its judgment, to affect its stability, nor which has been subject to misuse, negligence or accident. Warranty on all new equipment is subject to the individual manufacturer as attached.

Your Drake-Scruggs installed equipment is warranted from defects and workmanship for one year from the date of delivery. Included is one free field service trip within this warranty period. Normal travel charges will apply after this initial trip during the one year warranty period. After expiration of the one year warranty, normal travel, labor and material charges will apply. The one year warranty only applies to new components sold and installed by Drake-Scruggs Equipment Inc. Normal maintenance, repairs due to lack of maintenance and equipment transfers from chassis to chassis are not included in this warranty.
Aerial

Versalift VST-40-I, 40' 4", insulated, telescopic aerial platform lift with material handling capabilities.

Features:
- Continuous rotation, with additional slip ring for start / stop feature.
- Open center hydraulic system, rated for 6 gpm at 3000PSI.
- Telescopic upper boom featuring the patented "Electrogard" with fiberglass inner boom meeting ANSI A92.1990 requirements for category C, 46 KV and below, fully retracted.
- Lower boom insert providing 12" insulation gap that meets ANSI A92.1990 requirements.
- Non - lube bearings.
- One set of hydraulic tool outlets at platform. ( Throttle control recommended )
- 17 gallon integral hydraulic oil reservoir filled with oil and dual sight gauges.
- Master / slave hydraulic leveling system with upper control offering tilt for clean out and/or rescue.
- Ratchet style tie down and support for outer boom.
- 2 each, operator's and service manuals.
- ANSI A92.1990 data plate.

Lower controls on turret with standard rotary joint.

Right hand single stick controls and platform support with 180 degree rotator.

Hydraulic tool power valve for ground controls, including pressure and flow limit with quick disconnect fittings.

24 x 42 x 42 walk in platform, open to the curbside.

Walk-in door with left hand hinge for walk in platform.

Platform cover, nylon / vinyl 24" X 30"

Category D 46 KV and below. Not designed for gloving work methods.

Platform capacity of 500 lbs.

Hydraulic articulating dual arm jib and winch package for up to 1000lbs.

Standard 46.25" tall pedestal.

Emergency Power Insulated 12 VDC hydraulic system at platform and pedestal

12V Stop / Start system at platform and pedestal

5 pass collector ring assembly.

Rubber, tube type platform support

Full body harness and lanyard (xtra large) ARC flash rated.

Aerial painted standard white.

Mounting hardware for Dodge 5500 or F550 with 17,950 GVWR. 93.5" shipp loose subframe.

Main A-frame outriggers located in the 1st verticals.

Outrigger boom interlock system for main outriggers.

Manufacturer's recommended amount of hydraulic oil to provide power to the unit.
PTO and gear pump to power aerial hydraulic system.

**Body**

Knapheide 7132D54J steel service body including the following:

- Overall Length: 132"
- Overall Width: 94"
- Pack Depth: 20"
- Pack Height: 40"

Streetside Compartmentation:
- 1st Vertical - Three shelves with dividers. Outrigger housing.
- 2nd Vertical - Two shelves with dividers.
- Horizontal - Extends to the rear of the body. Side by side pullout drawers with dividers.
- Rear Vertical - Short compartment. Open.

Curbside Compartmentation:
- 1st Vertical - Three shelves with dividers. Outrigger housing.
- 2nd Vertical - Two shelves with dividers.
- Horizontal - 9 drawer parts cabinet in the front, one shelf in the rear.
- Rear Vertical - Three shelves with dividers.

Additional Features:
- Drop in tailboard at the rear of the cargo area.
- Painted white to match the chassis.
- Compartment interiors painted white.
- Master lock system.
- 24" steel treadplate tailshelf with underbody step and grab handle curbside.
- LED stop/tail/turn and back up lights recessed into the tailshelf.
- Four (4) D-ring tie downs on the cargo floor. Location to be determined at time of order.
- Outrigger pad holders. One near each outrigger.

Curbside Walk up with underbody step and grab handle. Specify 1st or 2nd Vertical curbside.

Rope lighting top and sides of each compartment.

Mudflaps installed per state and federal regulations.

**Safety Equipment**

- Ecco model SA901N back up alarm.
- Triangle reflector kit. Shipped loose.
- 5 LB - ABC rated, fire extinguisher mounted in the cab if there is no interference.
- Two (2) rubber wheel chocks 10" L X 8"D X 5" H with handle
- Two (2) Dica model D1818 outrigger pads.
- Large ball stainless steel grounding lug mounted at the rear.

**Lighting**

- Golight Stryker model 30005 LED magnetic base spotlight with wireless remote and 12v plug. Shipped loose.
- Two (2) 12 Volt outlets mounted at the rear of the truck for the spotlight. Exact locations to be determined at the pre-paint inspection.
Six (6) Ecco model ED3777AW amber/white LED strobe lights with white puddle lights. Two on the grill facing the front, two on the tailshelf facing the rear, and one each side of the body. All lights to be wired to a single switch in the cab for Amber/White flash, a second switch for all puddle lights, and third switch for all flood lights, and 4th momentary switch to choose flash pattern. Rear floods and puddles to be wired into the reverse lights if possible.

**Towing Equipment**

Acme ICC bumper with pintle plate. Includes D-ring each side and 2"x2" receiver tube. Painted black.

Chassis frame reinforcement for pintle hitch.

Buyers BH-82000, 8 ton combination pintle hitch with 2 inch ball

Pollack 7 spade car end socket. (Plug will be wired to industry standard unless otherwise requested by customer)

**Inverter**

Sensata CSW-2012 pure sine wave 2000 watt, small profile inverter. Location to be determined at pre-paint inspection. Wired to the chassis battery/batteries. Does not include additional batteries.

Remote switch for CSW inverters.

**Chassis**

Current model year Ram cab 4x4 diesel chassis. See attached spec.

Supersprings for 2017 Ram 5500 4x4 cab chassis.

**Certification**

Unit certification. Includes dielectric test, stability test, clean and weigh prior to pick up or delivery.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total for One Unit</td>
<td>$82,924.39</td>
</tr>
<tr>
<td>Chassis Price</td>
<td>$47,016.61</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$129,941.00</td>
</tr>
</tbody>
</table>

If chassis is paid for at the time of delivery to Drake-Scruggs Equipment Inc., deduct $700.00 from the above total price. Title will be held until unit is paid in full

FOB: Missouri
State and municipal sales taxes are to be added if applicable.
FET shall be added if applicable.

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