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, March 18, 2019
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

PLEDGE OF ALLEGIANCE
Councilman Matthew Crowell

I. PUBLIC HEARINGS
None.

II. SPECIAL PRESENTATIONS
A) RREC Spring Update –
   (Rolla Regional Economic Commission (RREC) Executive Director Cyndra Lorey)

III. OLD BUSINESS
A) Ordinance Amending Sections 27-98, 27-101, and 27-118 of the Code Relating to Parking - (City Engineer Darin Pryor) – Final Reading
B) Ordinance Authorizing the Mayor to Enter into a Contract with N.B. West Contracting for Project #482 - 2019 Phase II Asphalt Improvements –
   (City Engineer Darin Pryor) – Final Reading

IV. NEW BUSINESS
A) Ordinance Ratifying Ordinance No. 4454 to Adopt 2018 IBC –
   (Community Development Director Steve Flowers) – First Reading
B) Information Regarding Changes to Sanitation/Recycling Collections –
   (Environmental Services Director Brady Wilson) – Information Only
C) Resolution Considering Notice of Termination to MIRMA for Insurance Coverage –
   (City Administrator John Butz) – Motion
V. **CLAIMS and/or FISCAL TRANSACTIONS**
   A) **Motion** Awarding Bid for 2019 Micropaving – Project #480; and an **Ordinance** Authorizing the Mayor to Enter into An Agreement for Same – (City Engineer Darin Pryor) – **Motion/First Reading**
   B) **Motion** Awarding Bid for Two Park Department Mowers – (Parks Director Floyd Jernigan) – **Motion**

VI. **MAYOR/CITY COUNCIL COMMENTS**
   A) City Administrator’s Goals and Objectives for January – December 2019

VII. **CITIZEN COMMUNICATION**
   A) Open Citizen Communication

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

IX. **CLOSED SESSION**
   Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed Session:
   None.

X. **ADJOURNMENT**
Business Recruitment Activity

<table>
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<th>Requests for Information - Total</th>
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<tr>
<td>Existing Buildings</td>
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<tr>
<td>CRD Building Sites</td>
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<td>1</td>
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<tr>
<td>Submitted Rolla Sites</td>
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</tbody>
</table>

- Considered for 1, didn't make cut for a site visit;
- Weren't considered for the other.

Up 50% over this time last year.
Support to Existing Business

- 80% of all new jobs come from existing business
  - Doesn’t get the attention or recognition as NEW

- Ways to assist
  - Example: Brewer Science and Insurance Rating Problem
  - Wage & Benefit Survey—URGE COMPANIES TO PARTICIPATE—FOR EMPLOYEE RETENTION/ATTRACTION
  - Survey to go out within next 30 days

Support to Entrepreneurs

- Not duplicating services—
  - Assistance and Training provided by Small Business and Technology Development Center
  - What is a major need?
    - Financing—small amounts and risky
  - Reviewing a SBA backed Micro Loan Program
  - Justine Petersen LLC
    - SBA intermediary
    - Handle all loan administrative and Assume the risk
    - Limited Funds
    - Now EXPLORING possibility of becoming a Community Partner
    - Make a loan to the organization who then uses exclusively for loans to businesses in that community only.
Support to Transportation

- Hosting the Mo. Dept. of Transportation Highway Commissioners
  - Wednesday, June 5th—meetings
  - Reception evening of the 4th.
    - Invites will go out
  - Strengthen working relationships with transportation
    - 6 of their monthly meetings held in communities throughout state
    - 3rd time in 6 years

Search for new Director—
  - Retirement end of 2019
  - Search will get started this summer.

Thank you and good evening.
CITY OF ROLLA

CITY COUNCIL AGENDA

DEPARTMENT HEAD: STEVE HARGIS

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Parking Ordinance Pine Street

BUDGET APPROPRIATION (IF APPLICABLE) $ DATE: 03/18/19

COMMENTARY:

The business owner at 1004 North Pine Street has requested changes to the 2 hour and 30 minute parking on Pine Street between 10th and 11th Streets on the East side. The business is the Downtown Barber Shop owned by Dennis Foster. The property is owned by the City of Rolla and leased to the barber shop. Mr. Foster has requested the parking on the east side of this block of pine become 1 hour parking from 8AM until 5PM except on Sundays and legal holidays.

Opposition to this change was received from Ace Properties and from MK Legal Planning. (Letters are included in the packet)

If approved the attached ordinance would make the change to 1-hour parking for the 4 parking spots in front of the barber shop and VIPS. The parking spots in front of Ace Properties and MK Legal Planning would remain 2-hour.
ORDINANCE NO. _________


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

Section 1: That the following segment of Section 27-98 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by deleting the following:

Sec. 27-98. Thirty Minute Parking – From 8:00 A.M. TO 5:00 P.M.

Between the hours of 8:00 A.M. to 5:00 P.M., except on Sundays and legal holidays, no motor vehicle shall be parked for a period of time longer than thirty minutes on the following streets or parts of street:

6 – 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.

Section 2: That the following segment of Section 27-118 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by deleting the following:

Article VII – Restricted Parking in Downtown Business District

Sec. 27-118 Two-Hour Parking Prohibited – From 8:00 A.M. TO 5:00 P.M. on certain streets or parts of streets.

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.

.63 – Pine Street, on the east side, from a point fifty-six feet south of the intersection of Pine Street and Eleventh Street, to a point one hundred and forty-seven feet north of the intersection of Pine Street and Eleventh Street.

Section 3: That the following segment of Section 27-101, of the Code of the City of Rolla, Missouri, pertaining to parking is hereby amended by adding the following:

Sec. 27-101 One-Hour Parking – From 8:00 A.M. TO 5:00 P.M.

Between the hours of 8:00 A.M. and 5:00 P.M., except on Sundays and legal holidays, no motor vehicle shall be parked for a period of time longer than one hour along the following streets:

6 – 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.
ORDINANCE NO. _________
Page 2

7—Pine Street, on the east side, from a point fifty-six feet south of the intersection of Pine Street and Eleventh Street to a point one hundred and forty-seven feet north of the intersection of Pine Street and Eleventh Street.


APPROVED:

_____________________________________
MAYOR

ATTEST:

_____________________________________
CITY CLERK

APPROVED AS TO FORM:

_____________________________________
CITY COUNSELOR
Delete Sec. 27-98. Thirty minute parking - From 8:00 A.M. to 5:00 P.M.
6- 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.

Delete Article VII – Restricted Parking in Downtown Business District
Sec. 27-118 Two-Hour Parking Prohibited – From 8:00 A.M. TO 5:00 P.M. on certain streets or parts of streets.
.63- Pine Street, on the east side from a point fifty-six feet south of the intersection of Pine Street and Eleventh Street to a point one hundred and forty-seven feet south of the intersection of Pine Street and Eleventh Street.

Add Sec. 27-101. One-hour parking - From 8:00 A.M. to 5:00 P.M.
6- 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.
7- Pine Street, on the east side, from a point fifty-six feet south to the intersection of Pine Street and Eleventh Street to a point one hundred and forty-seven feet south of the intersection of Pine Street and Eleventh Street.

Proposal to change 30 minute 8am-5pm parking to 1 hour 8am-5pm parking (From 27-98.6 to 27-101.6)
Proposal to change 2 hour 8am-5pm parking to 1 hour 8am-5pm parking (From 27-118.63 to 27-101.7)
March 12, 2019

Rolla City Council Members

As the owner of ACE Property Solutions, LLC which includes 1000 A, 1000 B, 1000 E, Suites E1-E8, 1002 Suites 1A-16P, my tenants and I are opposed to changing the 2-hour parking on North Pine to 1-hour parking.

John Marxkors
314-565-4900
jm@aceelectricalsolutions.com
March 13, 2019

Re: Change of Parking Times on Pine Street

Dear Rolla City Council Members:

I am writing to you as the owner of MK Legal Planning, a law firm located at 1000 N. Pine Street, Suite A, Rolla, MO. I oppose the requested change of the street parking from 2 hour to 1 hour on Pine Street. The great majority of my meetings with clients last over 1 hour, with most of them lasting approximately two hours in length. This would create difficulty for my clients to park for their appointments.

In addition, I have discussed this matter with some of the staff at Legal Services of Southern Missouri, which operates out of Suite B. They agree that a limitation of 1 hour parking would impede their ability to serve clients as well.

The owner of the property ACE Property Solutions LLC is also submitting a letter expressing its opposition to this proposed change. Together, we ask you to vote to deny the requested change to parking and keep the parking spots at 2-hour increments.

Thank you for your time and attention to this matter, and your service to the business owners of the City of Rolla.

If you need any additional information from me, I may be contacted by email at michele@mklegalplanning.com or on my cell (573) 578-2248.

Sincerely,

Michele Marxkors Kelsaw, Attorney at Law, MBA
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project #482 – 2019 Phase II Asphalt Improvements

BUDGET APPROPRIATION: $200,000.00 DATE: 03/18/19

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

COMMENTARY:

City staff asked for and received bids for the 2019 Phase II Asphalt Improvements. Council approved the $172,290.90 bid from N.B. West Contracting at the March 04, 2019 council meeting.

Staff requests final reading of the ordinance authorizing the Mayor to enter into the contract with N.B. West Contracting for $172,290.90.
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 N.B. WEST CONTRACTING COMPANY FOR 2019 PHASE II ASPHALT IMPROVEMENTS, PROJECT #482.

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 N.B. West Contracting Company, for 2019 Phase II Asphalt Improvements, Project #482, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18th DAY OF MARCH 2019.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
## 2019 Phase II Asphalt Improvements

### Project 482

February 20, 2019

<table>
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<tr>
<th>N. B West Contracting</th>
<th>Pierce Asphalt, L.L.C.</th>
<th>Capital Paving &amp; Construction</th>
<th>Melrose Quarry &amp; Asphalt</th>
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<tr>
<td>Dave Laramore</td>
<td>Gene Stroup</td>
<td>Jeffrey Creamer</td>
<td>Joe Stogsdill</td>
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<tr>
<td>1035 N. Service Rd.</td>
<td>P.O. Box 696</td>
<td>P.O. Box 10496</td>
<td>P.O. Box 187</td>
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<tr>
<td>Sullivan, MO 63080</td>
<td>Rolla, MO 65402</td>
<td>Jefferson City, MO 65110</td>
<td>Rolla, MO 65402</td>
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<td><a href="mailto:dlaramore@nbwest.com">dlaramore@nbwest.com</a></td>
<td>gstroup.pierceasphalt@gma</td>
<td><a href="mailto:icreamer@capitalpavingmo.com">icreamer@capitalpavingmo.com</a></td>
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CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of March 2019 by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and N. B. West Contracting 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 2019 Phase II Asphalt Improvements, PROJECT 482, 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 2019 Phase II Asphalt Improvements, PROJECT 482.
Exhibit A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract.
Documents hereto 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 $172,290.90 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of $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 __________________________

Printed Name

Printed Name/Title

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: __________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: __________________________

Notary Public
DEPARTMENT HEAD: Steve Flowers ACTION REQUESTED: First Reading Community Development Director

ITEM/SUBJECT: Ratification of Ordinance No. 4454 to Adopt 2018 IBC

BUDGET APPROPRIATION (IF APPLICABLE) DATE: March 18, 2019

**COMMENTARY:**

Per Section 67.280 RSMo, the requirement of proposed technical codes are to be made available in the City Clerk’s office 90 days prior to enacting. On December 19, 2018, the new Codes were posted and made available for public use, inspection, and examination. This is an Ordinance to ratify Ordinance No. 4454 following the prescribed 90-day public inspection process.
ORDINANCE NO. ________

AN ORDINANCE RATIFYING THE UPDATES TO THE 2018 IBC (INTERNATIONAL BUILDING CODES), APPROVED BY ORDINANCE NO. 4454, DATED DECEMBER 17, 2018, FOLLOWING A 90-DAY NOTICE PERIOD.

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

Section 1: That on December 17, 2018, the Rolla City Council adopted Ordinance No. 4454 approving the updates to the 2018 IBC subject to the 90-day notice required by Section 67.280 RSMo. A copy of the 2018 IBC was made available for public use, inspection and examination in the City Clerk’s Office and remains for public use, inspection and examination.

Section 2: That following the 90-day notice period, which ends on March 19, 2019, the Rolla City Council hereby ratifies Ordinance No. 4454.

Section 3: That this ordinance shall be in full force and effect from and after March 19, 2019.

Section 4: Any person who/which violates any provision of the 2018 IBC shall be subject to the penalties, as outlined in Section 6-27 of the Rolla City Code and Section 113 of the IBC.


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

IV. A. 2.
CITY OF ROLLA, MISSOURI
NOTICE OF PROPOSED UPDATES TO TECHNICAL CODES

Please be advised that the Rolla City Council has given tentative approval to update to the 2018 IBC Code, subject to the 90-day notice required per Section 67.280, RSMo. Copies of the proposed technical codes are available in the office of the City Clerk, City Hall, 901 North Elm Street, Third Floor, Rolla, Missouri, and may be inspected during regular business hours. Please direct any questions regarding the proposed updates to Steve Flowers, Codes Administrator/Interim Community Development Director, Rolla City Hall, 901 North Elm Street, Second Floor, Rolla, Missouri (573-426-6973 or sflowers@rollacity.org).

[Signature]
City Clerk

Posted at City Hall on December 19, 2018, at 11:30 a.m.
In an effort to balance the daily workload and to avoid occasional overtime expense, some changes are being made to trash and recycling collection routes. These changes will only affect the day of collection for specific areas, and will not affect any other aspect of services. Approximately 430 residences will be impacted by these schedule changes that will be implemented beginning April 1, 2019. These individual customers will be notified of the change in their collection day. The areas that will see a change can be seen within the highlighted areas on the attached maps.
Collection Route Changes Effective April 1, 2019
Changing from Monday to Thursday
Collection Route Changes Effective April 1, 2019
Changing from Tuesday to Thursday
Collection Route Changes Effective April 1, 2019
Changing from Tuesday to Friday
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Consideration of Liability/Property/Work Comp Coverage

BUDGET APPROPRIATION (IF APPLICABLE) $650,000 – 750,000 DATE: 3/18/2019

COMMENTARY:

The City of Rolla was a founding member of MIRMA (MO Intergovernmental Risk Management Association) in 1981 in the wake of the instability of the private municipal insurance market (primarily due to utility exposures). Both the City and RMU have actively participated and played an important role in MIRMA’s growth. MIRMA is governed by a Board of Directors elected from memberships and employs a professional team of 9 managers to financially run the pool. MIRMA provides pooled coverage for 80 public entities including Arnold, Fulton and Mexico, Missouri. MIRMA pays no broker commissions, is entirely owned by member cities (and affiliates like RMU), and works proactively with member communities in risk management. MIRMA spreads the cost of the program based on assessments (rate per $100 of annual payroll) and does typically share any excess surplus funds (not needed to pay claims or establish reserves) with Members. The City of Rolla and RMU have been very satisfied with MIRMA participation and coverage over the years. However, as a member of the pool, the City has not shopped the market for alternative coverage, particularly in the open private market.

Loss/Premium Summary – 5 Years

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<td>$129,950</td>
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<td>$1,008,068</td>
<td>$530,741</td>
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<tr>
<td>Auto Liability</td>
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<td>4,533</td>
<td>16,538</td>
<td>90,656</td>
<td>35,353</td>
<td>17,210</td>
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<tr>
<td>General Liability</td>
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<td>50,320</td>
<td>1,269</td>
<td>18,253</td>
<td>2,979</td>
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</tr>
<tr>
<td>Property Liability</td>
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<td>0</td>
<td>249</td>
<td>1,044</td>
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<td>0</td>
</tr>
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<td>$175,899</td>
<td>$184,802</td>
<td>$168,338</td>
<td>$1,118,020</td>
<td>$569,073</td>
<td>$233,010</td>
<td></td>
</tr>
</tbody>
</table>

Periodically insurance brokers have offered to submit quotes for alternative coverage but due to our long history with MIRMA and reasonable rate increases Staff never went through the work of seeking bids. While there are several brokers out there, Staff began working with Ollis/Akers/Arney over a year ago to explore options referring to such Underwriters as Traveler’s and MO Employers Mutual for quotes. Based on comparable coverages, past claim experience, and management it is projected that market premiums could be as much as $125,000 – 150,000 less than MIRMA’s 2019/20 Assessment. It is possible to limit premium renewal in the second year based on claims experience.
In order for the City to go to market for July 1 coverage we need to provide MIRMA notice of termination by March 31st. That would allow us to issue a formal solicitation for underwriter/brokerage services through mid-May for a July 1 effective date. The other alternative is to defer the solicitation process until January 2020 and have all proposals in before considering a notice of termination to MIRMA by March 31, 2020.

Resolution: Resolution considering Notice of Termination to MIRMA for insurance coverage effective July 1, 2019.
RESOLUTION NO.__________________________

A RESOLUTION AUTHORIZING the Notice of Termination between the City of Rolla and MO Intergovernmental Risk Management Association (MIRMA).

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

SECTION 1: The City of Rolla, Missouri hereby provides Notice of Termination to Missouri Intergovernmental Risk Management Association (MIRMA) for municipal insurance coverage effective on June 30, 2019.

SECTION 2: That this resolution 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
Coverage for Public Entities

Public entities face unique challenges regarding risk management. While juggling shrinking tax bases and swelling operational costs, public administrators are under pressure to maintain—if not improve—municipal services. As a result, many are pressed to manage risk at the lowest possible cost. However, the increase in the number of claims against public entities during times of economic downturn emphasizes the danger of potentially disastrous gaps in property and liability coverage for any public entity.

Types of public entities that necessitate specialized coverage include municipalities, counties, townships, local and regional authorities, school and community college districts, ambulance districts, volunteer fire departments, public universities, transit authorities, water districts, sewer districts, libraries and other special districts. A public entity can be identified by the following characteristics: it is operated with public funds; its employees are considered government employees; it receives significant assistance from the government by provision of property or equipment; and it is governed by a board elected by voters or appointed by elected officials.

Common and Specialized Coverages

Public entity exposures basically consist of operational exposures, including both first- and third-party, and management liability exposures. While coverage for a public entity is in some ways similar to commercial coverage, it varies greatly from state to state and over time due to legislation aimed at protecting public entities, including state liability caps, immunity defenses and early reporting requirements.

Liability policies are designed to respond to losses that you are obligated to pay due to your negligence. They always involve a third-party claim.

- General Liability policies typically respond to bodily injury, property damage, or personal injury claims.
- Professional Liability provides coverage that is not included in a general liability policy. Professional liability might respond to claims of negligence.
- Management Liability coverage can respond to claims of wrongful acts.
  - Employment Practices coverage is very important for public entities because these claims can be quite common. Precisely because of their public nature, civil rights laws are particularly applicable to public entities.
- Other Specialized Liability policies respond to exposures specific to the public entity's activity. Examples include:
  - Law Enforcement Liability
  - School Board Liability
Coverage for Public Entities

- Educators' Legal Liability
- Airport Liability
- Environmental Liability, including pollution
- Excess Liability/Umbrella policies protect the organization by backing up the limits of its underlying liability policies. For the most part, it is used to cover exceptionally large events or losses with low probabilities of occurrence. Without this insurance, these events—as rare as they may be—can be devastating.

Property policies protect your physical property in case of losses due to fire or lightning, including the cost of removing property as a way to protect it from further damage. Standard policies may also include coverage for windstorms, earthquakes, acts of terrorism, vandalism and other losses. A public entity may have special types of property that require additional coverage. Ollis/Akers/Arney Insurance & Business Advisors can help you determine if your organization requires any of these specialized policies, which include:

- Aircraft
- Underground Storage Tanks
- Boiler and Machinery
- Automobile coverages

Workers’ Compensation pays for employees’ medical bills and lost wages from work-related injuries. In most states, workers’ compensation is required.

Which Coverage is Right for You?
When designing your organization’s risk management plan, there are several considerations that can help you determine exactly what you need.

- Is the insuring agreement broad enough to capture all of the current and future work of the organization? Determine if the policy covers the scope of your organization’s tasks and services by reading the definition of the covered services in the policy. Ollis/Akers/Arney Insurance & Business Advisors can help you determine if all activities would be covered under the operative definitions of the covered services or if additional clauses are needed.
- Are there any exclusions? Look at the list of exclusions that resist coverage. Review the list to be sure it does not preclude coverage for any services or tasks that you need covered.
- Can the policy be customized or modified? Can extensions be added?
- What legislation regarding public entities exists in your area, and how does it compliment your policy?
- Is an extended reporting period an option? These provisions offer extensions of time to report claims that would otherwise fall outside the policy period — as long as the event resulting in the claim occurred during the policy period. Find out what extended reporting period options are available and discuss how much time the policyholder may need to report a claim.
- Have there been any past tasks or activities at your organization that could potentially result in a claim? Have there been past instances where a claim was filed? What was the result? Discussing the specifics with Ollis/Akers/Arney Insurance & Business Advisors can help determine what coverage specifications you
Rolla Membership Estimate

Thank you for allowing MIRMA to submit an estimate of next year's assessment. I have appreciated having Rolla as a member of the Association for the past 37 years and I am looking forward to the opportunity to continue that relationship going forward. Below, I have summarized your recent annual assessments, payrolls and losses.

<table>
<thead>
<tr>
<th>Coverage Period</th>
<th>Payroll</th>
<th>Assessments</th>
<th>Losses</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2018 - June 30, 2019</td>
<td>$8,823,740</td>
<td>$744,202</td>
<td>$235,110</td>
</tr>
<tr>
<td>July 1, 2017 - June 30, 2018</td>
<td>$8,772,637</td>
<td>$756,095</td>
<td>$569,073</td>
</tr>
<tr>
<td>July 1, 2016 - June 30, 2017</td>
<td>$8,468,030</td>
<td>$732,951</td>
<td>$1,118,020</td>
</tr>
<tr>
<td>July 1, 2015 - June 30, 2016</td>
<td>$8,358,087</td>
<td>$669,476</td>
<td>$157,170</td>
</tr>
<tr>
<td>July 1, 2014 - June 30, 2015</td>
<td>$8,369,791</td>
<td>$676,357</td>
<td>$184,802</td>
</tr>
</tbody>
</table>

Membership in the Association includes all of the coverages identified below, most with low or no deductibles. MIRMA’s intent is to provide a comprehensive package that will meet the majority of the needs for most Missouri municipalities. I think you will find our pricing competitive, considering the level of services the City receives and the access to MIRMA’s Risk Management Grant program, police accreditation reimbursement program and HR Helpline.

Membership in the Association includes the following coverages:

- Workers’ Compensation
- Property (including Flood and Earthquake)
- General Liability
- Injunctive Relief & Non-Monetary Damages
- Inland Marine
- Crime and Employee Theft
- Public Officials Liability
- Employment Practices Liability
- Law Enforcement Liability
- Automobile
- Boiler & Machinery
- Airport Liability
- Drone Liability (non-owned)
- Cyber and Privacy Liability

MIRMA provides an average of 5.3 on-site loss prevention visits per member each year. We work with each member to develop a loss prevention program that is tailored to fit the specific risks and political environment within your community. We also provide the following services at no additional cost to our members:

- Risk Management Awards Program - provides members an opportunity to receive a grant for up to 75% of the cost of items that will reduce their work comp or liability exposures
- On-site and On-line safety training
- On-site simulated firearms training for police
- Manuals and newsletters
- HR-1Call – provides free access to employment law attorneys
- Aquatic risk management audit and lifeguard instructor reimbursement
- Model policies on critical police tasks
- Police department certification and accreditation reimbursement
- Police command college reimbursement
- MoLTAP reimbursement
- Thermal imaging services

Below is the list of items which the city has received grant funding from MIRMA on in the past decade.

- 2008 Dash mounted camera $2,665.00
- 2010 Dash mounted camera $3,375.00
- 2012 Dash mounted camera $2,520.00
- 2013 Dash mounted camera $2,475.00
- 2014 Dash mounted camera $3,375.00
- 2015 Dash mounted camera $2,136.00
- 2016 Less lethal guns/rounds $1,233.00
While the program is open to all departments, with numerous items eligible for funding, (see the attached list), the requests have come solely from the police department since funding for a trash truck rear view camera and vehicle maintenance steps was provided in 2004.

The level of individual service is one of the things that distinguishes being a member of a governmental risk pool from commercial insurance. MIRMA is owned and controlled by the member cities we serve, and our governing body is elected by and from the membership. This allows us to make coverage decisions that are in the best interest of our municipalities, not the best interest of a commercial insurer or its stock holders. One example is when CenturyTel sued several Missouri cities over a tax issue. MIRMA provided a joint defense for its members when taxation claims are not traditionally covered by insurance. Another example is following Flint Michigan’s water problems, Erin Brockovich coordinated a class action suit against the City of Hannibal on water quality issues. The suit was structured in a manner to exclude coverage, however MIRMA, provided a defense for both the City, and the City’s separate municipal utility, to send a clear message that neither “America’s Hometown” nor any other Missouri municipality is going to be easy money for the New York and DC lawyers that brought suit. Should a coverage issue ever arise, the MIRMA staff is located in Columbia, Missouri and if we can’t resolve the issue, then you have full access to appear before MIRMA’s Board of Directors who is comprised of City Administrators, Utility Directors, Finance Directors, HR Directors and other city staff from your neighboring member cities. Since we are a Mid-Missouri based Association, we also monitor the news and hear about issues that should be reported as a possible claim so a member city doesn’t get into issues with claims being denied for late reporting.

Our loss prevention services include onsite services delivered by Kelly Beets who has developed a close working relationship with many of the city staff over the 20 years he has been working with the City. A recent project involved working with Floyd and Stan to review purchase plans for playground equipment to ensure they meet the current safety guidelines at both Larry May and Green Acres parks. Kelly returned to the City and completed inspections with the equipment installers to make sure the equipment was properly installed before the City accepted the equipment and your citizen’s children had access to it. Kelly also brings MIRMA’s firearms simulator to the Police Department each year to individually train your police officers. This type of training is crucial, especially in communities with high profile Universities to ensure that the civil rights of the students, and your citizens are not violated. The focus of the firearms simulator is the judgmental aspect when utilizing use of force. The lifelike scenarios place your officers in positions to utilize all spectrums of the force continuum; from voice commands, to less lethal options such as taser or pepper spray, and up to lethal force. The scenarios are used as a training mechanism to show officers the various effects of using certain levels of force. The use of a simulator aims to open the realm of possibilities up to the officers in order to effectively match the most reasonable level of force required to safely conclude any given situation. This allows Kelly to evaluate how the officers use their professional judgement to reign in their emotions and make appropriate decisions in stressful situations. To further enhance our police departments ability to justify their actions, since 2008 MIRMA has included body cameras in our grant program. These have proven to be a wonderful tool that the police can utilize to demonstrate that the individual officer’s actions are often exactly what is needed based on the non-bias video taken at the scene. Our loss prevention services also include onsite and online training for each department, and three educational conferences or seminars each year. Our Loss Control Director and Claims Director teamed up with MML this spring to provide training on the 1st amendment auditors so our members can be prepared when they come to town with their camera’s rolling. MIRMA also gets involved in legislative efforts to protect our member cities.

Gina Viertel has provided individual care for the city’s injured workers for the past 17 years. Gina is one the highest regarded workers’ compensation adjusters in the state and takes the time to explain the process to your employees, makes sure they get state of the art treatment, and receive fair settlements as allowed by state statute. Your people are handled with kid-gloves and treated in the manner you would want to be treated, not dropped in a que to have their concerns addressed when the next commercial insurance adjuster works their way down to their call or message. While injured workers dealing with insurance companies expect to be shunned, given poor service and treated unfairly, it’s not unusual for Gina to be complimented by the injured worker at the conclusion of the claim. Another manner in which we care for your injured employees and their families, includes on those instances when a member city’s employee has a major injury; Gina and I will travel to the hospital and meet with the family of the injured employee. We try to put their minds at ease by explaining that MIRMA will handle all the hospital and medical bills, including any in-home rehabilitation equipment necessary to let the worker come home sooner. We
also explain how a wage replacement check will arrive on the same payment frequency as the city’s normal payroll, so they can focus solely on recovery and not fret about how to meet medical or household expenses. We also give them contact information for both Gina and I in case they have any questions later on.

MIRMA also recently added a 24 hour/365 day nurse hotline so when an employee is injured, they can call a nurse to be given directions on proper care. During the day this is a handy feature, but at night it’s outstanding. If an employee wakes up hurting at 2:00 AM, they have someone they can call to get guidance. There’s nothing more upsetting than an employee sitting in the ER at 2:00 in the morning and after waiting for 3 hours, they are only given ibuprofen and told to call their doctor in the morning. Our service will provide proper direction for the employee so that they receive the appropriate level of care based on their symptoms, and if it’s something that will be handled by the city physician, the nurse will schedule that appointment for your employee and let them know when and where to report. An email is then sent immediately to Stephanie so the City is aware of the claim and almost all the information necessary to file the claim is provided directly to Gina by the nurse. This keeps Stephanie from being called or texted by your injured workers at all hours to being forced to guess at the appropriate type of care that is necessary. This also eliminates the need for Stephanie to complete the state required claim form, but instead allows her to focus on handling the City’s finances.

MIRMA membership also includes free access to the HR-iCall, which allows members to contact a Missouri based municipal employment law specialty firm (Lauber Municipal Law) to get advice on any HR matter. Because many of our members don’t have an HR staff, this allows our members to get sound and up to date advice for any hiring, promotion, termination, disciplining or other employment issue that could arise. Not only does MIRMA cover the cost of the calls, but we even provide a $5,000 deductible credit in the event a city follows the attorney’s advice and a claim later develops. We have also had the firm develop a model personnel handbook for our members that should be out later this spring.

MIRMA has always strived to be on the cutting edge to meet our members needs by adding special municipal coverages like drone liability, dam break liability, cyber & privacy coverages. Our property coverage has a deductible of only $1,000 for all property claims except for the flood claims in the 100-year flood plain. This deductible is also applied on a per occurrence basis, so if you have 50 buildings damaged by a tornado, it’s a single $1,000 deductible for the entire event, not a deductible for each building damaged. Our vehicle damage deductible also operates in the same manner, it’s a single deductible for all vehicles damaged, which can make a significant difference if a hail storm dents half your fleet. Lastly, before we leave coverages, MIRMA’s property coverage is provided on a replacement cost basis and we will pay up to 120% of scheduled value. This allows additional limits in the event a building costs more to replace than anticipated. Most commercial insurance companies not only will not exceed the scheduled amount, but penalize a city if they discover the buildings are listed on the property schedule for an amount less than their replacement cost.

MIRMA’s rate is largely dependent upon how many cities are participating and the total amount of their anticipated losses. The rate is recalculated annually each May to become effective July 1st of that year. Therefore, we cannot provide the exact assessment for a given city prior to May. I have made estimates for most of the variables that are used in the calculation of your annual assessment. At the current time it is expected that MIRMA’s current rate per $100 of payroll will not be altered significantly, therefore the upcoming year’s assessment (July 1, 2019 through June 30, 2020) should be approximately $779,046 based on your payroll of $9,127,232 for 2018 and property values of $79,180,307. This includes MIRMA’s minimal or $0 deductibles. If the City was interested in selecting a liability deductible of $5,000 or $10,000, instead of the $0 liability deductible the City currently enjoys, the assessment cost would be reduced.

Sincerely,

Matthew Brodersen
Executive Director
### Rolla Total Claims as of 3/2/19

#### Work Comp

<table>
<thead>
<tr>
<th>Cvg Year</th>
<th>Total Incurred</th>
<th># of Claims</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>$51,450.20</td>
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<tr>
<td>2011</td>
<td>$57,248.57</td>
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<td>2012</td>
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<td>2014</td>
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<tr>
<td>2015</td>
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<td>2016</td>
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<tr>
<td>2017</td>
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<td>26</td>
</tr>
<tr>
<td>2018</td>
<td>$550,741.25</td>
<td>37</td>
</tr>
<tr>
<td>2019</td>
<td>$204,954.22</td>
<td>24</td>
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#### Auto

<table>
<thead>
<tr>
<th>Cvg Year</th>
<th>Total Incurred</th>
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<tbody>
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<td>2018</td>
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<tr>
<td>2019</td>
<td>$17,210.44</td>
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#### Liability

<table>
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<tr>
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</thead>
<tbody>
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#### Total:

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<td>2013</td>
<td>$162,659.34</td>
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<tr>
<td>2014</td>
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<tr>
<td>2015</td>
<td>$184,802.05</td>
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<td>2017</td>
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<td>2018</td>
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<td>2019</td>
<td>$223,009.89</td>
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#### Property

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<tbody>
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<td>2016</td>
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<td>2017</td>
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<td>$-</td>
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<tr>
<td>2019</td>
<td>$-</td>
<td>7</td>
</tr>
</tbody>
</table>

Notes: Any professional claims that transferred from CCMI to Brentwood are included in the GL amounts. Auto amounts include all Auto-PD and Auto Liability claims. 2019 Coverage Year amounts are for all claim in the date range of 7/1/18-3/1/19 and setup as of 3/2/19.
STANDARDIZED SPECIFICATIONS
FOR
MUNICIPAL INSURANCE

City of Rolla, Missouri

Due
May 22, 2019

Office of Rolla City Clerk – Ms. Carol Daniels
(address)
Rolla City Hall
901 N. Elm St., PO Box 979
Rolla, MO 65402

CONDITIONS AND INSTRUCTIONS
TO BIDDERS

The City of Rolla, Missouri is currently a member of a joint power authority, Missouri Intergovernmental Risk Management Association (MIRMA) and as such receives a number of educational, loss control and claims services in addition to insurance coverages. In this competitive process, such services will be factored into the final comparison. Therefore, when presenting your firm’s proposal please also address how your firm would provide such services as outlined in later sections of this RFP.

In addition to the requirements set forth in the specifications, all bidders shall be responsible to familiarize themselves and comply with the following instructions:

1. Sealed bids will be accepted at the Office of the City Administrator/Clerk until the hour and date specified. No proposal will be considered if received after the date and hour specified.

2. The bids will be opened publicly at 10:00 am on Wednesday, May 22, 2019 in the 3rd Floor Conference Room in Rolla City Hall.

3. The city reserves the right to reject any or all proposals or any part thereof.
4. All proposals shall be deemed final, conclusive, and irrevocable and shall not be subject to correction or amendment for any error or miscalculation or for any other reason.

5. The right to reject any/or all bids and to waive any informalities in the bid or to accept the one that, in the judgment of the City, will be in the best interest and/or most advantageous to the City is hereby expressly reserved by the City.

6. No increase in price shall be permitted during the term of a Contract except in those lines of insurance where changes are a normal practice in the insurance industry and the possibility of such shall be disclosed with in the proposal.

7. Bids may be withdrawn at any time prior to ______ p.m. on ___ (day of week) ______, ________ (date) ______.

8. Premiums bid will be binding for thirty (30) days after the bid opening.

9. All insurance policies are to be effective July 1, 2019 at 12:01 a.m. with a policy term of at least one (1) year.

10. All proposals or bids submitted must contain a statement indicating that those costs or premiums quoted are guaranteed through June 30, 2020.

11. Bids must be submitted in a sealed, opaque envelope, clearly marked, Sealed Bid for Insurance.

12. Commercial insurance will be placed only with companies that have at least a general policyholder’s rating of A- and a financial rating of XII as published in the most recent edition of Best’s Key Rating Guide. Pools or Trusts must have excess insurers with similar ratings.

13. Agents may submit additional information and data that they believe may be helpful to the City in the evaluation of the coverages and the company(ies) represented.

14. Bidders shall read thoroughly and understand the requirements in relation to the bid which is submitted.

15. Quotations will be accepted on all or any part of the specifications, but preference will be given to those firms or companies that can provide the entire municipal insurance package.
16. Requests for additional information should be directed to:

Steffanie Rogers  
(Name)

Finance director  
(Title)

Rolla  
(City)

901 N. Elm St., PO Box 979  
Rolla, Missouri 65402  
(Address)

(573)426-6982  
(Telephone)

srogers@rollacity.org  
(Email)
**NAME INSURED**

The name insured on all insurance policies shall be the City of Rolla, 901 N. Elm St., PO Box 979, Rolla, Missouri 65402, (address). In addition to the Named Insured, this insurance shall also include as an insured any official, trustee, employee or member of a board or commission of the City while acting within the scope of his/her duties as such, and any person, organization, trustee, or estate to whom the City is obligated by virtue of written contract or agreement to provide insurance such as is offered by this insurance, but only in respect to operations by or on behalf of the City of Rolla, Missouri.

**TERRITORY**

Insurance to be purchased by the City shall apply within the 50 states comprising the United States of America, including its territories and possessions, Puerto Rico and Canada.
INSURANCE COVERAGES

SECTION I: PROPERTY COVERAGE
Provided on an occurrence basis

A. COVERED PROPERTY

The Insurer agrees to indemnify the City on a replacement cost basis, not to exceed 120% of the values listed on the most recent Property Schedule, for direct physical loss or damage to Covered Property from a Covered Cause of Loss (including flood and earthquake).

However, the Insurer agrees to indemnify the City for a Covered Cause of Loss to Heavy Equipment at the lesser of the cost to repair or the Actual Cash Value for items listed on the most recent Heavy Equipment schedule on file.

1. Covered Property

Covered Property, as used in this Coverage Part, means all Buildings, Business Personal Property, and Heavy Equipment in which the City has an insurable interest, and that is listed on the City’s most recent Property Schedule or Heavy Equipment Schedule on file. An Automobile is not covered under this Coverage Part.

a. Building(s) means the buildings or other structures at a Scheduled Location, including:

i. Completed additions;
ii. Fixtures, including outdoor fixtures;
iii. Machinery and equipment permanently attached to the building;
iv. Personal property owned by the City that is used to maintain or service the buildings, structures or grounds; and
v. When the construction and/or work is being completed by an “employee(s)” and if not covered by other insurance:
   
   (a) New construction, renovations and additions under construction, alterations and repairs to the buildings or structures; and
   
   (b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the City’s premises, used for making alterations or repairs to the buildings or structures.

b. Business Personal Property located in or on the buildings at a Scheduled Location or in the open (or in a vehicle) within the Coverage territory, consisting of the following:

i. Furniture and fixtures;
ii. Machinery and equipment;
iii. Stock;
iv. All other personal property owned by you and used in the City's business;
v. Labor, materials or services furnished or arranged by the City on personal property of others;
vi. The City's use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
   (a) Made a part of the buildings or structures occupied or leased, but not owned, by the City; and
   (b) Acquired or made at the City's expense but which you are permitted to remove.

B. ADDITIONAL COVERAGES

1. Debris Removal
2. Business Income
3. Extra Expense
4. Fire Department Service Charge
5. Fire Protective Equipment Discharge
6. Ordinance or Law
7. Preservation of Property
8. Water, Other Liquids, Powder or Molten Material Damage
9. Property of Others

C. LIMITS

$100,000,000 per occurrence

1. Flood
   a. Special Flood Hazard Area (100 year flood plain) $10,000,000 per occurrence and annual aggregate per policy period
2. Business Income
3. Extra Expense
4. Ordinance or Law
5. Property while in transit
6. Fine Arts
7. Accounts Receivable and Valuable Papers
8. Builder's Risk
   (when work is being done by city employees) $10,000,000 per occurrence
9. Preservation of Property
10. Earth movement (Earthquake)
    $15,000,000 per member, $100,000,000 per occurrence and annual aggregate per policy period.
11. Personal Property of Others
    a. Fine arts, antiques, items of intrinsic or historical value $100,000 per occurrence
    b. All other Lesser of the cost to repair or Actual Cash Value
12. Vacant structure Lesser of the cost to repair or Actual Cash Value
13. Residential Property Lesser of the cost to repair or Actual Cash Value
14. Watercraft & Heavy Equipment Lesser of the cost to repair or Actual Cash Value
D. DEDUCTIBLES

1. $1,000 per occurrence, unless otherwise indicated.
2. $2,500 per occurrence for any loss to a vacant structure.
3. $2,500 per occurrence for any loss to a vacant structure.
4. $10,000 per occurrence for any stand-alone pedestrian bridge adjacent to or spanning a street, roadway, public thoroughfare or rail road.
5. $10,000 per occurrence for any electric traffic signals and electric pedestrian crossing signals.
6. Gas turbines, wind turbines, steam turbines and internal combustion engines/generators greater than 10KW: $1,000 or 10% of the cost to repair or replace, whichever is greater, with a maximum of $250,000.
7. Electrical transformers: $1,000 or 10% of the cost to repair or replace, whichever is greater, with a maximum of $50,000.
8. For loss caused by Flood located in Special Flood Hazard Area (the 100 year flood plain): the maximum amount of National Flood Insurance available, or $50,000 for buildings and structures ineligible for Federal Flood Insurance.

SECTION II: BOILER AND MACHINERY
Provided on an occurrence basis

A. COVERAGE

The Insurer agrees to indemnify the City on a replacement cost basis, not to exceed 120% of the values listed on the most recent Property Schedule on file, for direct physical loss or damage to a Covered Object from a Covered Accident.

1. Covered Object

Covered object means any boiler, fired or unfired pressure vessel, compressor, refrigerating or air conditioning system, piping and its accessory equipment, and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power at a Scheduled Location.

2. Covered Accident

Covered accident means a sudden and accidental breakdown of a Covered Object or a part thereof which manifests itself at the time of the breakdown by physical damage to the Covered Object that necessitates the repair or replacement of the Covered Object or part thereof. This includes internal condition, centrifugal force, explosion, rupture, bursting, cracking or bulging.

Coverage is also extended for loss resulting from electrical malfunction or disturbance to electrical appliances, devices, equipment, fixtures or wiring caused by artificially generated electrical currents.
B. ADDITIONAL COVERAGES

1. Business Income
2. Expediting Expense
3. Extra Expense
4. Consequential Damages
5. Hazardous Substances Limitation
6. Ammonia Contamination
7. Water Damage
8. Off Premises Service Interruption

C. BOILER & MACHINERY LIMITS

1. Business Interruption and Extra Expense:
   a. Electrical Power Generating Locations $1,000,000 per occurrence
   b. All other locations $5,000,000 per occurrence
2. Expediting Expense $5,000,000 per occurrence
3. Consequential Loss $5,000,000 per occurrence
4. Ordinance or Law $5,000,000 per occurrence
5. Hazardous Substance Cleanup $1,000,000 per occurrence
6. Ammonia Contamination $1,000,000 per occurrence
7. Water Damage $5,000,000 per occurrence
8. Off premises service interruption:
   a. Electrical Power Generating Locations $1,000,000 per occurrence
   b. All other locations $10,000,000 per occurrence

D. DEDUCTIBLES

1. $1,000 per occurrence, unless otherwise indicated.
2. Business Interruption and Extra Expense: 72 hour waiting period per occurrence.
3. Hazardous Substance Cleanup: $50,000 per occurrence.
4. Gas turbines, wind turbines, steam turbines and internal combustion engines/generators greater than 10KW: $1,000 or 10% of the cost to repair or replace, whichever is greater, with a maximum of $250,000.
5. Electrical transformers: $1,000 or 10% of the cost to repair or replace, whichever is greater, with a maximum of $50,000.
6. Off Premises Service Interruption: 72 hour waiting period per occurrence.

SECTION III: BODILY INJURY AND PROPERTY DAMAGE LIABILITY
Provided on an occurrence basis

A. COVERAGE AGREEMENT

The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages as a result of bodily injury or property damage to which this coverage applies. The Insurer has the duty to defend the City against any lawsuit or other
cause of action seeking those damages. (This coverage includes Liquor Liability, EMT, Paramedic and First Responder Liability, and Police Liability)

B. LIMITS

Bodily Injury & Property Damage Liability
1. Federal/Out of State Claims $3,500,000 per occurrence
2. Other $2,500,000 per occurrence*
Annual Aggregate $5,000,000
*For liability claims that are subject to the sovereign immunity limits for Missouri public entities the following limits apply:

Claims that occur from the period of July 1, 2018 to December 31, 2018, the per occurrence coverage limit will be a maximum of $2,804,046.

Claims that occur from the period of January 1, 2019 to June 30, 2019, the per occurrence coverage limit will be the maximum of the limits published annually in the Missouri Register per Section 537.610 RSMo for 2019.

C. DEDUCTIBLE

A sewer backup deductible of 0%, 25% or 50% per claim based on past loss experience. All other bodily injury and property damage liability claims have no deductible.

SECTION IV: PERSONAL AND ADVERTISING INJURY LIABILITY
Provided on an occurrence basis

A. COVERAGE AGREEMENT

The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages arising out of personal and advertising injury to which this coverage applies. The Insurer has the right and duty to defend the City against any lawsuit or other cause of action seeking those damages.

B. LIMITS

Personal & Advertising Injury Liability,
1. Federal/Out of State Claims $3,500,000 per occurrence
2. Other $2,500,000 per occurrence*
Annual Aggregate $5,000,000

*For liability claims that are subject to the sovereign immunity limits for Missouri public entities the following limits apply:

Claims that occur from the period of July 1, 2018 to December 31, 2018, the per occurrence coverage limit will be a maximum of $2,804,046.
Claims that occur from the period of January 1, 2019 to June 30, 2019, the per occurrence coverage limit will be the maximum of the limits published annually in the Missouri Register per Section 537.610 RSMo for 2019.

C. DEDUCTIBLE - None

SECTION V: ERRORS & OMISSIONS
Provided on an occurrence basis

A. COVERAGE AGREEMENT

The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages as a result of a wrongful act(s) or a series of related wrongful act(s). However, this coverage only applies to Chiefs of Police, Police Officers, Public Officials, Members of councils, boards, commissions, and department heads, and only while acting in their official capacities as representatives or employees of the City. The Insurer has the right and duty to defend the City against any lawsuit or other cause of action seeking those damages.

B. LIMITS

Errors & Omissions

1. Federal/Out of State Claims $3,500,000 per occurrence
2. Other $2,500,000 per occurrence*
Annual Aggregate $5,000,000

*For liability claims that are subject to the sovereign immunity limits for Missouri public entities the following limits apply:

Claims that occur from the period of July 1, 2018 to December 31, 2018, the per occurrence coverage limit will be a maximum of $2,804,046.

Claims that occur from the period of January 1, 2019 to June 30, 2019, the per occurrence coverage limit will be the maximum of the limits published annually in the Missouri Register per Section 537.610 RSMo for 2019.

C. ADDITIONAL COVERAGE

1. $10,000 in defense costs to defend you or your employee against a lawsuit for injunctive, declaratory or other non-monetary relief arising out of acts or omissions in the course of normal municipal operations.

2. $25,000 in defense costs to defend you or your employee that is named as a defendant in a lawsuit arising out of serving on a board or commission that is not under the control of the city. However, MIRMA will provide $1,000,000 in
coverage, if the board has its own Errors and Omissions or Directors and Officers liability insurance in force.

3. $10,000 in defense costs to defend you or your employee for any lawsuit involving the city and/or employee taking action to physically alter, tear down, demolish, and/or raze a building that is an imminent threat to public property, such as a building or part thereof collapsing onto a public sidewalk, street, alley or thoroughfare.

D. DEDUCTIBLE - None

SECTION VI - AUTO LIABILITY COVERAGE
Provided on an occurrence basis

A. COVERAGE

1. Coverage Agreement

The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages because of bodily injury or property damage to which this coverage applies, caused by an occurrence that takes place in the coverage territory and results from the ownership, maintenance or use of a city automobile.

2. Additional Coverages
   a. Non-owned Automobile
   b. Uninsured Motorist

B. LIMITS

   Auto Liability $3,500,000 per occurrence
   1. Non-owned Automobile $3,500,000 per occurrence
   2. Uninsured Motorist $25,000 per person
      $50,000 per accident

   Annual Aggregate $5,000,000

C. DEDUCTIBLE - None

SECTION VII: EMPLOYMENT PRACTICES LIABILITY
Provided on an claims made basis: retroactive date July 1, 2002

A. COVERAGE

The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages arising out of a wrongful employment act. The Insurer has duty to defend the City against any claim, suit or other cause of action seeking those damages, including
grievances filed with the Equal Opportunity Employment Commission (EEOC), Missouri Commission on Human Rights (MCHR) or any other similar governmental entity.

B. LIMITS $1,000,000 per occurrence
   1. Annual aggregate $1,000,000

C. DEDUCTIBLE
   $10,000 or $25,000 based on past loss experience or any amount owed as a result of an employment contract or other written agreement. Deductible does not apply to defense costs and expenses. ($5,000 deductible credit when MIRMA’s HR legal firm provides guidance pre-claim)

D. CONDITIONS
   The Insurer agrees to not settle any employment claim without the City’s consent.

SECTION VIII: WORKERS’ COMPENSATION & EMPLOYERS LIABILITY
Provided on an occurrence basis

A. COVERAGE
   1. Coverage Agreement – Workers’ Compensation
      This coverage applies to bodily injury to an employee by accident, including occupational disease and death, arising out of and in the course of employment during the coverage period.
      The Insurer agrees to pay on the City’s behalf all benefits required under the Missouri Workers’ Compensation Act, Chapter 287, RSMo or liability imposed upon the City by the workers’ compensation law of any other state in which an employee bodily injury occurs.
      The Insurer has the right and duty to defend, at their expense, any claim, proceeding, or other cause of action against the City for benefits payable under the provisions of the Missouri Workers’ Compensation Act or other applicable workers’ compensation law.
   2. Coverage Agreement – Employers Liability
      The Insurer will indemnify the City for all sums the City is legally obligated to pay as damages arising out of bodily injury to an employee by accident, including occupational disease, arising out of and in the course of employment during the coverage period.
The Insurer has the duty to defend, at their expense, any claim, proceeding, or other cause of action against the City.

B. LIMITS

1. Workers' Compensation
2. Employer's Liability

Statutory
$1,000,000 per occurrence

C. DEDUCTIBLE – None

SECTION IV: AUTOMOBILE PHYSICAL DAMAGE
Provided on an occurrence basis

A. COVERAGE

1. Coverage Agreement

The Insurer will indemnify the City for loss or damage to any city automobile wherever located in the coverage territory, against all risks of direct physical loss or damage, including collision of the city automobile with another automobile or object.

The Insurer will not pay for loss to a city automobile due to diminution in value.

2. Additional Coverage

a. The Insurer will pay reasonable towing and storage charges incurred as a result of damage to a city automobile to which this coverage applies.

b. The Insurer will pay for reasonable and necessary costs incurred for a temporary replacement vehicle while the city automobile is being repaired or replaced as a result of damage to which this coverage applies. However, a temporary replacement vehicle will only be authorized if it is necessary to resume normal municipal operations.

B. LIMITS

$5,000,000 per occurrence

The lesser of the cost to repair or the Actual Cash Value.

C. DEDUCTIBLE

Vehicles exceeding ¼ ton in size: $2,500 per occurrence
All other vehicles: $1,000 per occurrence

If more than one automobile sustains loss or damage from the same event, then only the one highest applicable deductible will apply.
SECTION X: CRIME COVERAGE
Provided on an occurrence basis

A. COVERAGE

1. Coverage Agreement - Employee Theft

The Insurer will indemnify the City for loss of money, securities, or other property, except a city automobile, resulting directly from theft, larceny, embezzlement, forgery, wrongful abstraction, or other fraudulent or dishonest acts committed by the City’s employee, acting alone or in collusion with others. A single act or a series of related acts will be considered a single loss.

2. Coverage Agreement - Money and Securities

The Insurer will indemnify the City for all loss of money and securities resulting directly from, theft, burglary, robbery, kidnapping, disappearance, or destruction as follows:

a. When the loss occurs in or upon, or believed to be in or upon, any premises occupied or used by the City or by any bank, trust company, or safe deposit box company, including a night depository safe provided by a bank or trust company on its premises for the use of its customers.

b. When the loss occurs while in transit in the custody of the City’s officers or employees anywhere, commencing at the moment when the person into whose hands the property is entrusted for delivery receives same and continuing until delivery to its final destination.

This coverage does not apply to loss by fraud or connivance committed by a City officer(s) or employee(s). A single act or a series of related acts shall be considered a single loss.

B. LIMITS

$100,000 per occurrence

C. DEDUCTIBLE - None

SECTION XI: AIRPORT LIABILITY
Provided on an occurrence basis

A. COVERAGE
The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages arising out of a bodily injury or property damage, and personal injury or advertising injury. The Insurer agrees to pay those sums the City becomes legally obligated to pay as damages because of physical injury to aircraft under their care custody and control. The Insurer has the duty to defend the City against any lawsuit or other cause of action seeking those damages.

B. LIMITS $2,000,000 per occurrence
   1. Annual aggregate $2,000,000

C. DEDUCTIBLE - None

SECTION XII: NON-OWNED UNMANNED AERIAL SYSTEMS LIABILITY
Provided on an occurrence basis

A. COVERAGE

Coverage for bodily injury, property damage, personal injury, or advertising injury, arising out of the use of an unmanned aerial system (drone), that is being operated by a volunteer on the City’s behalf.

B. LIMITS $1,000,000 per occurrence
   1. Annual aggregate $1,000,000

C. DEDUCTIBLE - None

SECTION XIII: CYBER AND PRIVACY LIABILITY
Provided on a claims made basis

A. COVERAGE

Network Security Liability
1. Covers claims brought against the member arising out of acts, errors, or omissions by the Insured or by others the Insured is legally responsible for (including outsourcers and vendors). These errors and omissions include: security breach, failure to disclose the security breach, within a required time period in violation of laws, transmission of malicious code, denial of service attack, and failure to develop an identity theft prevention program required by government statute or regulation

Privacy Liability
2. Covers claims brought against the member arising out of a privacy breach or breach of privacy regulations by the Insured or by others for whom the Insured is legally responsible for which harm any third party
Privacy Event Expense Reimbursement Covers the necessary expenses and costs incurred within one year of a Privacy Event including:

3. Expense reimbursement for 3rd party Forensics costs
4. Public Relations costs
5. Legal Advise
6. Notification Costs
7. Credit Monitoring
8. Call Center

Extortion Payments
9. Reimburses the insured for extortion expenses and extortion monies that are incurred by the Insured as a result of a security threat.

Asset Recovery Expenses
10. Covers the cost of recollecting or retrieving data destroyed, damaged or corrupted due to a computer attack.

Network Disruption Loss
11. Consequential income loss resulting from interruption of the computer system as a result of accidental damage, administrative mistakes, unauthorized access or use, malicious code, or denial of service attacks.

Media Liability - Coverage for wrongful acts relating to media content in any form.

Privacy Regulatory Proceeding and Fines
13. Claim expenses in connection with a Privacy Regulatory inquiry, investigation or proceeding.

B. LIMITS $250,000, $500,000 or $1,000,000 per occurrence and annual aggregate depending on population (less than 2,000; 2,001-5,000; greater than 5,000)

C. DEDUCTIBLE $5,000, $10,000 or $25,000 depending on population (less than 2,000; 2,001-5,000; greater than 5,000)

SPECIAL FEATURES TO CONSIDER WHEN SUBMITTING BIDS

1. There shall be automatic coverage for all new acquisitions of property, equipment, or vehicles at the time of acquisition, with all changes to be reported at least annually.

2. Property Coverage for all buildings and contents shall not be subject to a coinsurance penalty.

3. All Liability Coverage (with the exception of Employment Practices) shall be provided on an occurrence basis.
4. The right of cancellation by either party is understood, however, due to the time required for the purchasing process to be completed, a 60 day cancellation, non-renewal or material change in coverage notice provision must be included in all policies.

**SERVICE TO BE PROVIDED IN ADDITION TO INSURANCE PROTECTION**

1. Claims Adjusting Services
2. Legal Defense of Claims
3. Annual Loss Prevention Program Evaluation
4. Minimum Four On-site Loss Prevention Visits Annually by Qualified Safety Professionals
5. Loss Prevention Seminars
6. Online Safety Training
7. Online Claims access & Monthly Loss & Claim Experience Reports
8. Online Legal Training for Police
9. Special Workshops for Police
10. Model Police Policies on Critical Tasks
11. Simulated Situational Shooting Training for Police
12. Monetary grant program, to include partial funding for loss prevention related equipment
13. Reimbursement for Aquatic Risk Management Audits provided by approved provider
14. Reimbursement for Police Department Accreditation
15. MoLTAP course reimbursement
16. Reimbursement for RP3 Accreditation
17. Annual Conference for Participating members
QUESTIONS TO BE ANSWERED AND INCLUDED IN BID

1. What companies will be providing the required insurance services and what is their BEST RATING? (Please list)

2. Where is your office located, and what is the name of your agency?

3. Specify in writing if any of the premiums for coverage will be subject to a monthly, quarterly, or annual premium audit.

4. Please provide the City with a list of municipal client references.

5. Please highlight or spell out in writing if anything in your proposal deviates from the enclosed specifications.
# Appendix A

## Workers' Compensation Classification Breakdown

<table>
<thead>
<tr>
<th>Description of Code</th>
<th>Code Number</th>
<th>Projected Payroll</th>
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</thead>
<tbody>
<tr>
<td>(Example: Clerical Office employees)</td>
<td>8810</td>
<td>$43,000</td>
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<td>1.</td>
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APPENDIX B
CONTRACTORS (OR HEAVY) EQUIPMENT SCHEDULE

<table>
<thead>
<tr>
<th>Description of Equipment</th>
<th>Serial Number</th>
<th>Current Market Value</th>
</tr>
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<tbody>
<tr>
<td>(Example: 2003 Model 2155 John Deere 570AT378535T)</td>
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<td>$43,000</td>
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</table>

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<table>
<thead>
<tr>
<th>Description/Location (Example: City Hall 901 N. Elm St. Rolla, MO 654401)</th>
<th>Value of Building Structure</th>
<th>Value of Contents</th>
<th>Value of EDP</th>
<th>Total Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall 901 N. Elm St. Rolla, MO 654401</td>
<td>$200,000</td>
<td>$98,000</td>
<td>$50,000</td>
<td>$348,000</td>
</tr>
</tbody>
</table>
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project #480 – 2019 Micropaving

BUDGET APPROPRIATION: $500,000.00 DATE: 03/18/19

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

COMMENTARY:

City staff asked for and received bids for the 2019 Micropaving. The bids were:

Donelson Construction Co., LLC
1075 Wise Hill Road
Clever, MO 65631

$388,814.55

Staff recommends award of the bid to Donelson Construction Co., LLC for $388,814.55. A copy of Bid Tab is attached. This project will seal approximately 9 miles of city streets.

In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with Donelson Construction Co. LLC for $388,814.55.

ITEM NO. V A I
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DONELSON CONSTRUCTION COMPANY, LLC FOR 2019 MICROPAVING, PROJECT #480.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Donelson Construction Co., LLC, for 2019 Micropaving, Project #480, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR
EXHIBIT A

CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of "2019 Micro Surfacing Project 480", in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of "2019 Micro Surfacing Project 480".
EXHIBIT A

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

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

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto
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 $388,814.55 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

**ARTICLE VI.** That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work May 28, 2019 when Notice to Proceed is issued and complete said work by August 7, 2019.

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

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

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

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

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

________________________

Printed Name

CONTRACTOR

BY

____________________________

Printed Name/Title

STATE OF MISSOURI )
SS )
County of Phelps )

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

My Commission Expires: __________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My Commission Expires: __________________________

Notary Public

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\[\text{Signature}\]
### 2019 MICRO SURFACING
**PROJECT 480**  
**MARCH 6, 2019**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
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<td>1.</td>
<td>MAQS-1</td>
<td>122,727</td>
<td>$2.65</td>
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<td>2.</td>
<td>MAQS-2</td>
<td>21,196</td>
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<td><strong>TOTAL BID PRICE</strong></td>
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<td></td>
<td></td>
<td><strong>$388,814.55</strong></td>
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</table>

Donelson Construction Co., L.L.C.  
Michael Donelson  
1075 Wise Hill Rd.  
Clever, MO 65631  
Phone: 417-743-2694  
E-mail: mdonelson@cleverstone.com
DEPARTMENT HEAD: Floyd Jernigan, Parks Director

ITEM/SUBJECT: 2 Park Mowers

BUDGET APPROPRIATION (IF APPLICABLE) $32,000

DATE: March 18, 2019

COMMENTARY:

The following bids were received March 6, for two 2019 zero turning radius diesel mowers, one with a 72 inch mower deck and one with a 60-inch mower deck. This will replace two 2012 John Deere mowers, one with 1,307 hours; and the other with over 1,388 hours. These mowers typically have a 7-year life cycle. Notice to bid was advertised and bid specs mailed directly to regional vendors. We spec out diesel due to better fuel efficiency and longevity. The used mowers will be transferred to the Airport. Older mowers from the Airport will be sold on Gov Deals when surplused.

<table>
<thead>
<tr>
<th>Company</th>
<th>Model</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schaeperkoetter Sales &amp; Service Owensville, MO</td>
<td>2019 Kubota ZD1211-72, 60 – zero turning radius diesel mower</td>
<td>$26,179</td>
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<tr>
<td>Wayde’s Equipment Steelville, MO</td>
<td>2019 Kubota ZD211-72, 60 – zero turning radius diesel mower</td>
<td>$26,828.08</td>
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<td>Heavy Duty Equipment Chesterfield, MO</td>
<td>2019 Kubota ZD1211-72, 60, zero turning radius diesel mower</td>
<td>$28,880</td>
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<tr>
<td>Heritage Tractor Rolla, MO</td>
<td>2019 John Deere Z997R – zero turning radius diesel mower</td>
<td>$41,329.13</td>
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</table>

Staff recommends approving the low bid of Schaeperkoetter.
City Administrator’s Goals & Objectives
January 2019 – December 2019

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

Weighted Priority: (100 points total)
25%  Goal No. 1 – Economic Development
Objectives:
1)  Airport Development Opportunities
   a. Establish land value policy for Airport (lease) by July
   b. Prepare options for both short and long-term feasibility of City-owned corporate hangars/land leases (Roff/S&S).

2)  Rolla West/MRTDD
   a. Transportation/TDD implementation: Complete Kingshighway access plan with public meetings by August 2019
   b. Complete TDD modeling for Bishop Ave/University Dr with Core Team and MoDOT by August 2019
   c. Finalize Hwy E pedestrian bridge design by Summer 2019 with MoDOT/FHA review; bid project by fall 2019
   d. Contract and complete traffic count modeling of Hwy 72, Kingshighway and Bishop for MoDOT/FHA review; monitoring of I-44 intersections at Kingshighway and H. 63 North. Complete by June 2019
   e. Complete tax monitoring/reporting systems in place for MRTDD: March/Sept MSRB; monthly EAT remittance; Ethics Commission Report by July

3)  Successful implementation of Hartmann US Incentives
   a. Complete sewer treatment sampling for BODs by December
   b. Complete Tax monitoring/reporting system in place – Ch. 100 Annual Report by September
   c. Complete Annual Jobs Tracking for EEZ and Utility Rebates

4)  Miscellaneous ED efforts
   a) Complete tracking system and statutory reporting requirements of the Kohl’s TIF project, Westside MarketPlace TIF, TDD, Ch 353, Forum Plaza CID, EEZ and IDA
   b) Ensure Forum Plaza CID compliance; review/coordinate CID budget
Goal No. 2 – Strategic Planning
Objectives:
1) Report on milestones for Animal Shelter Fund-raising Committee and review financing options with City Council by May 2019.
2) Prepare report/assessment of all sewer district services (public/private) including collections and cost of service with City Council by September 2019; develop policy for future service consideration.
3) Prepare a development plan for the Westside Market Place surplus property (40 acres) by November 2019 (i.e. land use, infrastructure, land valuation).
4) Draft zoning policy on “small housing” developments by December.
5) Draft zoning policy on medical marijuana dispensaries and produce by July.
6) Draft zoning report on current and possible land use issues in transitional residential areas east of S&T and north of Hwy 72 by December.

Goal No. 3 – Park & Rec Center Issues
Objectives:
1) Achieve 89% recapture of operating expenses for the Centre (less capital expense & GF transfer) for FY 19.
2) Recruit a top quality director for the Rec Centre by September 2019.
3) CIP plan - prioritize years 5 – 8 of Prop P Cap X funding – review with Advisory Board by June and City Council by September; host annual public input/open house.
4) Update Sales/Marketing Plan (new Director) – Committee review by October 2019.

Goal No. 4 – Internal Operations & Fiscal Oversight
Objectives:
1) Review the short and long-term implications of a change in property, liability and work comp insurance (MIRMA vs. private market); Council recommendation by April.
2) Prepare a 10 year fiscal plan for the City General Fund to include employee staffing, succession plan & compensation, cap ex, special needs (i.e. animal shelter) and operating reserve needs. Also include a contingency plan/sensitivity analysis addressing large unexpected needs and a significant downturn in the economy (5% revenue drop).
3) Review all fiscal agency agreements with outside organizations to include rationale on why and how to provide services; evaluate workload, opportunity cost and cost of recovery. Complete by September 2019.
4) Complete FY2019 budget within 2% expenditures.
5) Maintain 33% recapture of health insurance costs for three-year average (2016 – 2018); Implement wellness plan and present plan results to Council by April.

Goal No. 5 – Performance Evaluation
Objective: To represent the City of Rolla in an exemplary manner. Council feedback will be obtained on a prescribed “performance evaluation” form. Evidence of meeting this objective shall be submitted to the review committee and may include such items as elected or appointed positions in professional associations, municipal associations or other relevant organizations, objective citizen survey results, formal Council reviews, consultation with other municipalities or professional associations, or other evidence that the City has been represented in an exceptional manner. This objective recognizes that representing the City in a professional manner is an expected duty and responsibility of the City Administrator while recognizing that the City benefits or suffers from the image of the Administrator.