Open Citizen Comment Procedure

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

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

Rolla City Council Meeting
Tuesday, February 17, 2015
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Steve Bowles

I. PUBLIC HEARINGS
A) Ordinance Approving the Country Hills Site Plan on All of Lot 2, Country Hills Subdivision and Located at 2101 Old St. James Road (Hart) –
   (Community Development Director John Petersen) – First Reading
B) Ordinance Rezoning Property at 803 Southview Drive from R-1 (Single Family District)
   Zoning to GI (Government/Institutional District) Zoning (RMU) –
   (Community Development Director John Petersen) – First Reading

II. SPECIAL PRESENTATIONS
A) Rolla Municipal Utilities (RMU) FY 2015 First Quarter Report –
   (RMU General Manager Rodney Bourne)

III. OLD BUSINESS
None.

IV. NEW BUSINESS
A) Ordinance Replatting Lot 2, Cedar Trail Planned Unit Development, Plat No. 2, Forming a Minor Subdivision Consisting of Lots 5, 6, 7 & 8 of the Former Lot 2 Cedar Trails Subdivision (Cedar Trails, LLC) – (Community Development Director John Petersen) – First Reading
B) Ordinance Authorizing the Mayor to Execute an STP-Urban Program Agreement with the Missouri Highways & Transportation Commission for Signal Backup Power –
   (Public Works Director Steve Hargis) – First Reading
C) Ordinance Authorizing the Mayor to Execute an STP-Urban Program Agreement with the Missouri Highways & Transportation Commission for Pavement Markings –
   (Public Works Director Steve Hargis) – First Reading
D) Ordinance Authorizing the Mayor to Execute the “Major Transportation Funding Partners” MOU –
   (City Administrator John Butz) – First/Final Readings
E) Resolution Granting a Five-Year Extension to the Rolla National Airport Agricultural Lease –
   (City Administrator John Butz) - Motion
V. CLAIMS and/or FISCAL TRANSACTIONS
   A) Resolution Authorizing the Mayor to Execute a Financing Contract with US Bank, Missouri – 
      (Finance Director Steffanie Rogers) – Motion
   B) Motion Awarding Underwriter Services for FY 2015 and Future Projects – 
      (Finance Director Steffanie Rogers) - Motion

VI. MAYOR/CITY COUNCIL COMMENTS
   A) Proclamation in Support of Fort Leonard Wood
   B) Reappointment of Mr. Tom Thomas and Mayor Lou Magdits to the Tax Increment Financing 
      Commission (TIF), February 2019 – Motion
   C) Reappointment of Mr. Steven B. Shields to the Planning & Zoning Commission, February 2019 – 
      Motion

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:
      A) Legal Review

X. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION  REQUESTED:  First/Final Reading

ITEM/SUBJECT  A request to approve the Country Hills Site Plan on all of Lot 2, Country Hills Subdivision, at 2101 Old St. James Road.  (Hart)

DATE: 2-17-2015

GENERAL INFORMATION

CASE #: 1-3-15

Applicant(s): Housing Plus, LLC, 1525 E. Republic Road, Ste. B700, Springfield, Missouri, 65804; 417-887-6682; dmshantz@mac.com. The subject property is owned by Housing Plus, LLC, based on real property tax sales contract and the signed Application for Rezoning of Real Estate form.

Current Zoning/Use: The current zoning for the subject property is R-3 (multi-family district) zoning. The Site Plan property is undeveloped.

Proposed Use: The applicant requests that City Council approve the Site Plan for the subject property (Country Hills). The applicant will build a housing development consisting of 40 attached single family residential dwelling units. Specifically, Country Hills will offer for occupancy 40 attached townhomes and accessory uses, each with approximately 906 sq. ft. (2 bedroom units) and units with 1,298 sq. ft. of living space (3 bedroom units). Rents are expected to be between $460 – 520 per month.

The proposal also calls for the provision of an accessory community building or lodge to serve the needs of residents and staff; including a full kitchen, community room, bathrooms, class room and office space for property management personnel.

To be considered “legal”, R-3 zoned properties are required to have a minimum lot size or “building footprint” of 7,500 square feet for the first 2 units plus 1,500 square feet for each additional dwelling unit. Of the 40 units, 20 will have 2 bedrooms and 20 will have 3 bedrooms each. A total of 25,960 sq. ft. of dwelling space will be available and will be limited to one story in height.

The proposed Country Hills project will, given the size of the proposed tract, have no difficulty satisfying all lot coverage requirements, setbacks, or open space standards. The developer will also provide a community building for use by the residents for recreation and socialization.

I.A.L.
**Location:** The subject property consists of a single 10 acre tract located west of the City of Rolla Recycling Center with access to and adjoining Old St. James Road and creating an intersection with Harvey Lane. The Rolla City Council recently adopted Ordinance No. 4155 which approved a lot split that created the Country Hills Subdivision – 10 acres of which is proposed for residential use at this time. If the proposed zoning is not approved, the commercial zoning will be retained. Ordinance 4164, approved by City Council on September 2, 2014, designated the Country Hill area as being suitable for R-3 development.

**Tract Size:** The Country Hills project has 10 acres (435,600 sq.ft.) more or less. The total building footprint cannot exceed 174,240 sq. ft. (40 %) of the total site acreage. The developer must set-aside 25 % of the property (83,308 sq. ft.) to preserve open space.

**Surrounding Zoning/Land Use:**

- North--- M-2 / vacant,
- South--- R-1/ single family units across Old St. James Road
- East --- G1 / Rolla Recycling Center
- West --- C-3/ vacant

**FINDINGS:** The Rolla Planning and Zoning Commission may consider the following factors in their recommendation to approve, approve with conditions or deny the rezoning request.

1. **Neighborhood character/impact:** The proposed Country Hills project will not have a negative or adverse impact on the surrounding land uses. In fact, quite the opposite. The multi-family project to the west is zoned R-3 and due to its current use as a multi-family development (North Brook PUD), would be entirely consistent with the Country Hills project in terms of use, size and density. The adjoining property to the north is zoned M-2 (Heavy Manufacturing District) zoning. M-2 zoning allows all types of commercial and industrial uses (ex.-automobile junk yards, asphalt manufacture, concrete products manufacture, die casting, fertilizer manufacture, etc.) whose impact could severely degrade the viability of the nearby residential neighborhoods. Rezoning the subject property from commercial and heavy industrial development will benefit the existing residential areas by eliminating negative external impacts.

   The City’s Recycling Center is located to the east of Country Hills. Much of the property in the area is vacant and heavily wooded which shields the Country Hills site from adverse impacts from current and future development. Due to the proximity of the existing homes to the south, it will be desirable to maintain a landscaped area at the intersection of Harvey Drive and Old St. James Road.

   Property access and traffic flow is another important consideration when examining potential neighborhood impact. The proposed development would not increase traffic flow through the existing the Forum Lakes neighborhood. The developer will build a private driveway connecting to Old St. James Road. No other points of ingress and egress will be provided.

2. **Consistency with the Rolla 2020 Comprehensive Plan Update:** The Future Land Use
Map found in the Rolla 2020 Comprehensive Plan Update adopted by the City Council in 2006 shows the subject property as being suitable for commercial and industrial use. Rezoning the subject property to R-3 multi-family district zoning will better reflect the future potential demand for residential land, particularly for multi-family use.

It should be noted that the Rolla 2020 Future Land Use Map is not intended to remain static or unchanging over time, but should be revised by the Planning and Zoning Commission and the City Council to reflect changing development trends considered desirable. The future land use map did address policy regarding the importance of infill development and redevelopment stating: "The City will encourage infill development and redevelopment on vacant or underutilized parcels where infrastructure and services are readily available..." The subject property meets this policy guideline.

By approving the re-zoning of the subject property as requested, the City Council will have revised the Rolla 2020 Comprehensive Plan Update as adopted under Ordinance No. 3717.

3. Adequacy of utilities & public services: All public utilities and services are available to support the Country Hills project. Housing Plus, LLC, will be required to carry the cost of extending all utilities in to the project area.

4. Impact on streets and parking: The proposed development will rely on vehicular access to Old St. James Drive for traffic generated within the development. Old St. James Road is classified as a major east/west arterial in Rolla with a planned traffic capacity of 10,000+ ADT (average daily traffic) per day. The current daily traffic count is 5,159 ADTs. R-3 multi-family development of the type and numbers described generate 8.1 trips per unit daily. Therefore, the portion should produce 324 trips per day for the proposed 40 dwelling units. The Public Works Director has determined that the proposed project would not have an adverse impact on traffic flow or vehicle capacity. The developer will be required to provide off-street parking of two off-street parking spaces for each dwelling unit plus six spaces for the Community Building.

5. Physical characteristics: The subject property drains to the west. The site is heavily wooded which adds to the overall image of the Country Hills project as having rural/undeveloped appearance that many individuals prefer. No part of the property proposed for rezoning is located within an identified 100 year flood plain. The City has significantly improved storm water management. Due to the size of Lot 2 the developer will be required to provide a storm water improvement plan and an erosion control/sediment plan that would apply during construction. Storm water planning is addressed during the subdivision phase of development. Development of the type described in this report will not be adversely impacted by the existing slope.

6. Suitability for rezoning: The subject property as described in this report may be suitable for the proposed rezoning from C-3 (Commercial Highway District) zoning to R-3 (Multi-family District) zoning. The rezoning should limit building height to no more than two stories.

PUBLIC COMMENT/ISSUES: The proposed rezoning was advertised in the RDN on January 24/25, 2015. There has been no opposition to the proposed Country Hills Site Plan.
STAFF REVIEW AND RECOMMENDATION: It is staff's recommendation that the Planning and Zoning Commission recommend to the City Council that the requested Site Plan be approved. The Planning and Zoning Commission voted unanimously to approve the recommendation to City Council.

ACTION REQUIRED: Motion to recommend approval, approve with condition, or denial of the request to adopt the Country Hills Site Plan for the subject property and submit to City Council.

ATTACHMENTS:
- Zoning Request from applicant
- Zoning area map
- Affidavit of publication

CC: Debra Shantz Hart
ORDINANCE NO. __________

AN ORDINANCE TO APPROVE THE COUNTRY HILLS SITE PLAN FOR ALL THE PROPERTY LOCATED AT 2101 OLD SAINT JAMES ROAD, LOT 2 COUNTRY HILLS SUBDIVISION (HART).

WHEREAS, the Rolla Planning and Zoning Code, Chapter 42, Article III, DIVISION 5, Section 42-177.5 “Site Plan Required” specifies that a project Site Plan shall be submitted whenever any development in an R-3 (Multi-Family District) zoned parcel equaling one (1) acre in size or greater shall be accompanied by a Site Plan prepared in accordance with Sec.234.1 (b); and

WHEREAS, a public notice was duly published in the Rolla Daily News for this request according to law on Saturday, January 31, 2015, which notice provided that a public hearing would be held at Rolla City Hall, before the Planning and Zoning Commission, 901 N. Elm, in the City of Rolla, Missouri, on February 10, 2015 at the hour of 5:30 p.m.; and

WHEREAS, the Rolla City Council, during their February 17, 2015 meeting, will conduct the first reading of the attached ordinance; and

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

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

SECTION 1: The Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts and a zoning map in accordance with a comprehensive plan, be and the same is hereby approved as a Site Plan for the Country Hills Subdivision situated within the City of Rolla, Missouri, and described as follows: The property located at 2101 Old Saint James Road, Lot 2 Country Hills Subdivision and providing a project Site Plan as specified herein.

SECTION 2: The Country Hills Site Plan shall be developed in substantial conformance with the Country Hills Site Plan submitted with this application. The Community Development Director may authorize minor adjustments to the Country Hills Site Plan when such adjustments appear necessary in light of technical, engineering, or economic considerations discovered before or during site development. Otherwise, the Country Hills Site Plan may be amended pursuant to the procedures established by this Division for rezoning cases.

SECTION 3: All residential lot splits in Rolla require either the dedication of land for park purposes or an equivalent fee-in-lieu payment. In this case, the parks and Recreation Director has determined that a fee payment of $6,100 shall be preferred to fulfill the parkland or fee-in-lieu standard based on zoning type and property size. The Planning and Zoning Commission voted unanimously at their February 10, 2015, meeting to recommend to the City Council that the fee-in-lieu payment be offset or waived and that the $6,100 payment shall be considered as part of the expense to build a community center and recreation facility to serve the recreation needs of the Country Hills residents. The estimated cost for the entire project could exceed $80,000 according to the developer. The developer, as owner and manager, will be responsible for the operation and general upkeep of the community recreation center.

SECTION 4: This ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

__________________________
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

I. A. S.
APPLICATION FOR REZONING OF REAL ESTATE

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

Applicant's Name: Housing Plus LLC - Debra Shantz Hart
Address: 1528 E. Republic Road, Suite B-101
Springfield, MO 65804
Phone Number: 417-232-0251
E-mail address: dshantz@mac.com
Address of subject property: 2101 Old St. James Road

The undersigned hereby state they are the legal owner(s) or have a financial or contractual interest in the real estate described herein (legal description must be printed below or attached as an exhibit): (see attached)

Current zoning is: C-3
Proposed zoning is: C-3

Current land use is: Residential
Proposed land use is: Multi-Family Residential

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

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

Debra Shantz Hart
Signature

Debra Shantz Hart
Signature

Subscribed and sworn before me this 20th day of June in the year 2017.

SHEILA R. JETT
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires July 14, 2017
Commission #13920083

An Equal Opportunity Employer

I.A. 6.
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<td>GREG SAWYER</td>
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City of Rolla-Community Develo
John Petersen
P.O. Box 979
Rolla, MO 65402

Acct #: 01109575
Ad #: 00035291
Phone: (573)426-6970
Date: 01/22/2015
Ad taker: Meli
Salesperson:

Classification: 250

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IAQ
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: First/ReReading

ITEM/SUBJECT: Request to rezone property at 803 Southview Drive from R-1 (Single Family District) zoning to GI (Government/Institutional District) zoning. (RMU)

DATE: 2-17-2015

GENERAL INFORMATION

Case #: 1-1-15

Applicant(s): Rolla Municipal Utilities, 102 West 9th Street, Rolla, MO 65402, phone: 573-364 - 1572.

Status of Applicant: The applicant owns the property described above.

Current Zoning/Use: The subject property is currently zoned R-1(Single Family District) zoning. The current land use is governmental - this facility is a RMU water well. The property has a small structure serving as a well house.

Proposed Use: The applicant does not intend to alter or change the existing land use through this action to rezone the R-1 zoned property to GI zoned property. The proposed rezoning was made necessary because of RMU’s plan to demolish and rebuild the well house structure, thereby requiring a rezone to GI to avoid setback, lot area, coverage, open space, parking and other zoning issues.

Location: The property is located at 803 Southview Drive. The Phelps County property account number is 10256.15 to document location. Please refer to the attached legal description.

Tract Size: The subject property is 299.96 sq. ft. in total area – well below the minimum lot size for R-1 zoning.

Surrounding Zoning/Use:

North--- R-1 / Single Family
South--- R-1 / Single Family
East --- R-1 /Single Family
West --- R-1 /Single Family

Zoning History: There is no recent rezoning history for the subject property.

FINDINGS: The Rolla Planning and Zoning Commission may consider the following factors in their recommendation to approve, approve with condition or deny the rezoning request.
1. **Neighborhood character/impact:** This rezoning to GI zoning from R-1 Single Family will not adversely impact the character or desirability of the adjoining neighborhood for development because of the scale of the proposed well house replacement project and the size/location of the well house.

2. **Consistency with the 2020 Comprehensive Plan Update:** This rezoning would be consistent with the Future Land Use Map and policies of the Rolla 2020 Comprehensive Plan Update.

3. **Adequacy of utilities & public services:** All utilities and services are available to the subject property sufficient to support the investment of the type and scale proposed.

4. **Impact on streets and parking:** This rezoning will not impact the surrounding neighborhood – primarily because the proposed well house is not an occupied residence, therefore not parking spaces will be required as in GI zoned areas.

5. **Physical characteristics:** There are no physical issues on this site that would hinder the replacement of the well house such as excessive slope, flooding, or other natural features that would adversely impact the development project.

6. **Suitability for development if rezoned:** The subject property is suitable for the project proposed for this property and GI zoning.

**PUBLIC COMMENT / ISSUES:** The proposed rezoning was advertised in the RDN on January 24/25, 2015. Property owners within 185’ were notified by mail. No issues were raised by Development Review Committee Members. There has been no opposition to the re-zoning from area residents. The Planning and Zoning Commission voted unanimously to approve the rezoning by City Council.

**STAFF RECOMMENDATION:** It is the recommendation of the planning staff that the Planning and Zoning Commission should recommend to the City Council that the proposed re-zoning be approved.

**ACTION REQUIRED:** Motion to recommend (approval/denial) or approval with conditions for the of the request to re-zone property located at 803 Southview Drive from R-1 to GI zoning. Please list factors you consider important to your recommendation.

**ATTACHMENTS:**
Zoning area map  
List of property owners  
Affidavit of publication

CC: RMU, Applicant
ORDINANCE NO. ___________

AN ORDINANCE TO REZONE A FRACTIONAL PART OF LOT 12 OF THE OAK KNOLL SUBDIVISION LOCATED AT 803 SOUTHWVIEW DRIVE FROM R-1 (SINGLE FAMILY DISTRICT) ZONING TO GI (GOVERNMENT/INSTITUTIONAL) ZONING (RMU).

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

WHEREAS, a public notice was duly published in the Rolla Daily News for this rezoning according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, in the City of Rolla, Missouri, on February 17, 2015 at the hour of 6:30 p.m.; and

WHEREAS, the Rolla Planning and Zoning Commission met on February 10, 2015 and voted unanimously to recommend to the City Council that the rezoning be approved as proposed by the applicant; without conditions; and

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

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts and a zoning map in accordance with a comprehensive plan, be and the same is hereby amended by changing the zoning and classification of the following property situated within the City of Rolla, Missouri, and described as follows: A fractional part of Lot 12 of Oak Knoll Subdivision located at 803 Southview Drive shall be rezoned from R-1 (Single Family District) zoning to GI (Government/Institutional District) zoning.

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


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor

I. B. S.
APPLICATION FOR REZONING OF REAL ESTATE

Submit to:
Community Development Department
PO Box 979
Rolla, MO 65402
Phone: 573-364-5333

901 N Elm St
Rolla, MO 65401
Fax: 573-426-6978

Applicant’s Name: ROLLA MUNICIPAL UTILITIES/ CITY OF ROLLA
Address: 102 WEST 9TH STREET, ROLLA, MO 65401
Phone Number: 573-364-1572
Address of subject property: 803 SOUTHVIEW DRIVE, ROLLA, MO 65401

The undersigned hereby state they are the legal owner(s) or have a financial or contractual interest in the real estate described herein (legal description must be printed below or attached as an exhibit): SEE EXHIBIT A

Current zoning is: R-1
Proposed zoning is: GI
Current land use is: WATER SUPPLY WELL
Proposed land use is: WATER SUPPLY WELL

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

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

RODNEY BOURNE
Type or print name
Signature

Type or print name
Signature

Type or print name
Signature

Subscribed and sworn before me this 8TH day of DECEMBER in the year 2014.

Notary Public

Development Guide
City of Rolla
Request to rezone a fractional part of Lot 12 of Oak Knoll Subdivision from R-1 (Single Family District) Zoning to GI (Government and Institutional) Zoning (RMU)

Location Map
Area of Interest - O

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

City of ROLLA
P.W.D. Mapping Office
December, 2014
## Advertising Receipt

**City of Rolla-Community Develop**
John Petersen  
P.O. Box 979  
Rolla, MO 65402

**Acct #:** 01109575  
**Ad #:** 00035292  
**Phone:** (573)426-6970  
**Date:** 01/22/2015  
**Ad taker:** Meli  
**Salesperson:**

**Classification:** 250

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<td>62.50</td>
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<tr>
<td><strong>Prepaid:</strong></td>
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<td><strong>Total Due:</strong></td>
<td>62.50</td>
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I.B.6.
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<th>ACCT. NO.</th>
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<td>10256.15</td>
<td>CITY OF ROLLA</td>
<td>803 Southview Drive</td>
<td>PO BOX 979 ROLLA MO 65402</td>
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<td>10226.19</td>
<td>LARIVEE, ROBERT J &amp; GLORIA G</td>
<td>704 Lariat Lane</td>
<td>150 OMAKA SPRINGS CAPE GIRARDEAU MO 63701</td>
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<td>10226.20</td>
<td>SHOBERG, THOMAS G &amp; LONG, SUZANNA KAY</td>
<td>706 Lariat Lane</td>
<td>706 LARIAT ROLLA MO 65401</td>
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<tr>
<td>10242.00</td>
<td>VICTOR, DANIEL F &amp; JANE M</td>
<td>802 Lariat Lane</td>
<td>802 LARIAT LN ROLLA MO 65401</td>
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<tr>
<td>10256.03</td>
<td>STOLL, RANDALL V &amp; LAURA K</td>
<td>731 Oak Knoll Road</td>
<td>731 OAK KNOLL ROLLA MO 65401</td>
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<tr>
<td>10256.05</td>
<td>WRONKIEWICZ, DAVID &amp; MARIBETH</td>
<td>721 Oak Knoll Road</td>
<td>721 OAK KNOLL RD ROLLA MO 65401</td>
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<tr>
<td></td>
<td>DON MORRIS</td>
<td></td>
<td>208 VICTORIA LANE</td>
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<td>STEVE BOWLES</td>
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<td>815 OAK KNOLL ROAD</td>
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</table>
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A STATEMENT BY THE BOARD OF PUBLIC WORKS

The Electric Power and Water System of the City of Rolla will be known as the ROLLA MUNICIPAL UTILITIES. Mr. J. B. Bronson will continue as general manager.

It will be the policy of the Board to operate the Rolla Municipal Utilities strictly on a business basis. There will be no change in the general policies of the management. All rates will be the same for the present.

The Board has three primary obligations:

1. To give the best possible service to the Citizens of Rolla.
2. To accumulate funds for the payment of the indebtedness. (Bond Issue and Revenue Certificates).
3. To build up reserve funds for any emergency and for replacement of machinery and equipment.

Regarding Service Interruptions:

This trouble is not in the local system, but in the source of supply. We hope eventually to have other sources of supply available and improve the electric service in Rolla.

Beginning immediately, $1000.00 per month from the profits will be paid to the General Fund of the City of Rolla, which is to replace the Franchise Tax formerly paid by the Missouri General Utilities.

No merchandise will be sold in competition with local merchants.

No repair service will be maintained in competition with local Electric Service men.

Next Monday, November 12th, our offices will open in our new building, formerly the Negro U. S. O Building, 102 W. 9th Street. All business will be transacted from this location after that date. The Rolla Free Public Library will occupy the second floor, and the State Board of Health and the County Agent the basement of this building. These quarters are furnished to the above organizations without cost as a public service of the Rolla Municipal Utilities.

Rolla Board of Public Works

H. E. CASTLEMAN, President
F. H. FRAME, Vice-President
R. E. SCHUMAN, Secretary
F. A. CAMERON, Member
FIRST QUARTER FINANCIAL RECAP (Unaudited)

OPERATING INCOME and EXPENSES

<table>
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<tr>
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<th>1st Quarter FY 2014</th>
<th>1st Quarter FY 2015</th>
<th>CHANGE</th>
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<tr>
<td>OPERATING REVENUES</td>
<td>$7,207,857</td>
<td>$7,272,252</td>
<td>$64,395</td>
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<td>OPERATING EXPENSES</td>
<td>($7,785,550)</td>
<td>($7,827,471)</td>
<td>$41,921</td>
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<tr>
<td>OPERATING INCOME</td>
<td>($577,693)</td>
<td>($555,220)</td>
<td>$22,473</td>
</tr>
<tr>
<td>OTHER INCOME &amp; EXP.</td>
<td>$123,569</td>
<td>$120,128</td>
<td>($3,441)</td>
</tr>
<tr>
<td>NET INCOME</td>
<td>($454,124)</td>
<td>($435,092)</td>
<td>$19,032</td>
</tr>
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Upon completion of the first quarter of FY 2015, Operating Revenues are up $64,395 as compared to last year. Operating Expenses are up $41,921 for the same period resulting in an Operating Income of ($555,220), which is $22,473 less than the previous year. When combined with miscellaneous income and expenses, RMU experienced a Net Income of ($435,092), which is up $19,032 as compared to the first quarter of FY2014.
ELECTRIC DEPARTMENT

• ELECTRICAL EXTENSIONS/UPGRADES

- Wellington Place - Covert 4kV overhead distribution system to 12kV underground distribution system; 1,000' project length. Started August 20, 2014. Completed October 7, 2014.


---

*POWER PRODUCTION*


WATER DEPARTMENT

- WATER MAIN INSTALLATION
  - 2nd Street from Walnut to Poe Street - Replace existing 4" cast iron with 8" PVC. Started December 2, 2014. Ongoing.

- THREE (3) WATER TAPS
- FIVE (5) FIRE HYDRANTS

Picture: 12th Street Project; Replacing 10" Iron with 12" C900 (June, 2014)
MISCELLANEOUS

- TRAINING
  - Missouri Water and Wastewater Annual Technical Program, held at Jefferson City, MO on September 30 and October 1, 2014. Attended by four RMU employees.
  - Missouri Water and Wastewater Conference "Water Treatment and Distribution" training, held at Rolla, MO on January 22 & 23, 2015. Attended by three RMU employees.

- PERSONNEL
  - Eric Lonning, Line Foreman was promoted to Operations Foreman November 26, 2014.
  - Tim Davis, Line Foreman retired December 26, 2014 with 30 years of service.
  - Dave Mace, Night Serviceman retired December 31, 2014 with over 20 years of service.
  - Rick Havens, Journeyman Lineman was promoted to Line Foreman, January 26, 2015.
  - Rick Booker, Journeyman Lineman was promoted to Line Foreman, January 26, 2015.
  - Jestin Casto, Meter Reader/Serviceman was promoted to Apprentice Lineman, January 26, 2015.
  - Josh McBride, Laborer 1 was promoted to Apprentice Lineman, January 26, 2015.
  - Steve Campbell, Night Serviceman was promoted to Information Tech/Meter Tester, January 26, 2015.
  - Jay Roberts, Laborer 1 was promoted to Tree Trimmer, January 26, 2015.

- PRESENTATIONS

- SUBSTATION TRANSFORMERS
  - Transformer oil testing and analysis by United Power Services, Inc. Samples taken October 6, 2014. Received test results November 26, 2014. Recommendation to retest Bridge School Substation quarterly.

- STREET REPAIR PROJECT
  - Pine Street from Rolla to Walnut Street; 12th Street from Pine to Holloway Street. 17,092 square feet at $1.70 per square foot. Total $29,057.25
• **RMU STANDPIPE INSPECTIONS**
  - Remove from service, clean and inspect; Lanning, Nagogami, McCutchen and HyPoint 2 standpipes. Started, October 6, 2014. Completed, November 9, 2014.

• **MoPEP/MJMEUC UPDATES**
  - A Cost Outlook paper was produced that discussed power supply over the next six years.
  - The Pool voted to move forward with a plan to include funding MoPEP reserves, a two year infrastructure grant program for local services and communications, and management services support which includes a study of demand side management of the pool resources and members utilizing Bond Covenant Funds. RMU currently has approximately $198,000 funds available for electric system improvements. MoPEP continues working on the details of a grant application process.
  - The Macon Solar site is under construction and Trenton is finalizing the contracts ahead of construction.
  - MC Power is currently looking for acreage in the Rolla area for a solar project. Representative Loren Williamson, senior VP of Project Development of MC Power spoke to the Rolla Board of Public Works, November 25, 2014, regarding their interest. The project requires RMU to have a 12kV line in reasonable proximity to the site. Two (2) meters would be onsite, with one for redundancy. MoPEP would be required to purchase the power that is produced by the solar farm. After seven years, MoPEP would have the option to purchase the farm from MC Power.
# RELIABILITY STATISTICS

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<tr>
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<tbody>
<tr>
<td>ASAl</td>
<td>99.9789%</td>
<td>99.9926%</td>
<td>99.9926%</td>
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<tr>
<td>CAIDI (Long)</td>
<td>62.91 min</td>
<td>45.75 min</td>
<td>20.533 min.</td>
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<tr>
<td>SAIDI (Long)</td>
<td>111.37 min</td>
<td>38.535 min</td>
<td>70.486 min.</td>
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<tr>
<td>SAIFI (Long)</td>
<td>1.92 ints/total cust</td>
<td>0.842 (all-in)</td>
<td>1.817 (all-in)</td>
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<tr>
<td>SAIFI (All-in-‘13)</td>
<td>2.431 (all-in)</td>
<td>3.433 (all-in)</td>
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ASAI – Average Service Availability Index (customer minutes available/total customer minutes, as a %)

CAIDI – Customer Average interruption Duration Index (average minutes interrupted per interrupted customer)

SAIDI – System Average Interruption Duration Index (average minutes interrupted per customer for all customers)

SAIFI (Long) – System Average Interruption Frequency Index (# of long interruptions per customer for all customers)

SAIFI (All-In) – System Average Interruption Frequency Index (# of short interruptions per customer for all customers)

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<td>2</td>
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<td>0</td>
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<td>2</td>
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<tr>
<td>Non-Utility Incident</td>
<td>5</td>
<td>3</td>
<td>15</td>
<td>10</td>
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<td>17</td>
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<td>13</td>
<td>7</td>
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<td>Totals</td>
<td>65</td>
<td>67</td>
<td>124</td>
<td>89</td>
<td>117</td>
<td>138</td>
<td>111</td>
<td>84</td>
<td>117</td>
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Scheduled outages **NOT** included.

Statistics based on calendar year.
RELIABILITY STATISTICS

[Bar chart showing reliability statistics for different categories such as Power Supply, Equipment, Natural, Utility Human Error, Non-Utility Incident, and Unknown over years 2006 to 2014.]
Customers wait in the dark less time than investor-owned systems.
RMU's CAIDI for calendar year 2014 is 20.53 minutes.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: First/Final Reading

ITEM/SUBJECT: Request to Re-plat Lot 2, Cedar Trail Planned Unit Development (PUD), Plat No. 2, forming a Minor Subdivision consisting of Lots No. 5, 6, 7, and 8 of the former Lot 2 Cedar Trails Subdivision. (Cedar Trails LLC)

DATE: 2-17-2015

GENERAL INFORMATION:

Case #: 1-2-15

Applicant(s): Cedar Trails LLC, 1703 N. Bishop, Rolla MO 65401, Phone number 573-364-8111.

Status of Applicant: The applicant owns the property – All of Lot 2, Cedar Trail Plat No. 2 revised as Lots 5 and 6.

Current Zoning/Use: The subject property is zoned for the Cedar Trail PUD which was adopted by Ordinance 3900 on March 2, 2009. The property is currently undeveloped, although the applicant has started to prepare the site to accommodate the construction of the revised Cedar Trail Subdivision.

Proposed Use: The applicant is proposing to revise the Cedar Trails Subdivision by re-numbering Lot No. 2 - creating two new Lots, (No. 5, 6,7, and 8) to allow the construction of not more than nine, single story, 4-plex dwelling units representing a front floor building footprint of 2,038 sq. ft. The total living space will be 18,342 sq. ft. New development will occur on Lot 6. Lots 5, 7, and 8 have already been developed with four duplexes.

Location: The property is located at the northeast corner of Christy Drive and Rolla Street, otherwise known as Lots 5 and 6 of the revised Cedar Trails Plat No. 2 Cedar Trails Subdivision.

Tract Size: The subject property is 3.75 acres or approximately 71,155.00 square feet. The site has sufficient space to accommodate the proposed 36 dwelling units.

Development History: There have been several amendments approved for the Cedar Trails PUD and subdivision. The most recent change was approved for Ordinance # 3900 pertaining to Lot 2.

PUBLIC COMMENT / ISSUES: No significant issues raised by Development Review Committee Members.
STAFF REVIEW AND RECOMMENDATION:  It is staff's recommendation that the Planning and Zoning Commission recommend approval of the re-subdivision. The Planning and Zoning Commission voted unanimously to recommend approval of the proposed Revised Cedar Trails Subdivision by the City Council.

ACTION REQUIRED:  Motion to recommend (approval/denial) or approval with conditions with a request to revise the Cedar Trails Subdivision. Please list factors you consider important to your recommendation.

ATTACHMENTS:
Zoning area map
List of property owners
Affidavit of publication
ORDINANCE NO. __________

AN ORDINANCE APPROVING THE RESUBDIVISION OF CEDAR TRAIL PLANNED UNIT DEVELOPMENT PLAT NO. 2; A MINOR RESUBDIVISION OF LOT 2, CONSISTING OF NEW LOTS 5, 6, 7, AND 8 (CEDAR TRAILS LLC).

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

SECTION 1: That the re-plat of Cedar Trail Subdivision, Plat No.2, forming a Minor Subdivision consisting of Lots 5, 6, 7, and 8, an addition to Rolla, Missouri, being a minor subdivision in Rolla, Missouri, having been reviewed by the Planning and Zoning Commission and approved by the City Council.

SECTION 2. That the following legal description applies to this replat of Cedar Trail Planned Unit Development Subdivision, an Addition to Rolla, Missouri this being a minor subdivision in Rolla, Missouri: Lot 2, Cedar Trail Planned Unit Development (PUD), Plat No. 2 forming a Minor Subdivision consisting of Lots 5, 6, 7, and 8 an addition to Rolla, Missouri.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 17TH DAY OF FEBRUARY 2015.

APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor

IV. A.3.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance – 1st and 2nd Reading

ITEM/SUBJECT: STP-Urban Program Agreement/Signal Backup Power
STP 5200 (915)

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 2/17/2015

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

COMMENTARY:

Attached are two STP-Urban program agreements for improvements along major routes in Rolla. STP-Urban funds can be used to help fund these improvements with an 80 percent Federal and 20 percent Local match.

STP-Urban (Surface Transportation Program Urban) is an annual federal appropriations made available to local communities through state highway departments for approved improvements along major routes in a community. Typically the City has used these funds to partner with MoDOT in providing improvements along state routes.

MoDOT has or will have installed backup power at seven locations along state routes in the City urban. This project will complete the other seven locations. In addition 14 locations on city routes will be completed. The estimated cost for this work is $208,000 Federal and $52,000 City funds for an estimated $260,000 total.

Both the State and City have worked together to replace all signal lights with energy efficient LED lights which consume about 10 times less power than do incandescent traffic light bulbs. LED lights makes providing battery backup power during power outages much easier to achieve.

The second project is for center line markings along various routes within the City. Routes included are Lion’s Club Drive, Winchester Drive, Soest Road, 18th Street, 12th Street, 10th Street, Holloway Street, Olive Street, Forum Drive, Pinetree, Rolla Street, Vichy Road, 16th Street, Pine Street, Salem Avenue, 6th Street and Bardsley Road.

All of the roads with the exception of 12th Street and Vichy Road are eligible for Federal funds to assist in the installation of permanent markings. 12th Street and Vichy Road will be bid in this same project but will be paid with 100 percent City funds. The estimated total is $24,469.50. This will breakdown to $18,558.50 STP Funding and $5,911 City of Rolla funding.

Once these markings are completed subsequent remarking will be done as part of our ongoing maintenance in our Traffic Department.
An additional project we are working on for approval is to replace our current street lights along our major routes with energy efficient LED street lights. We anticipate bringing that agreement to City Council at a later date.

The first ordinance is for the signal backup power for traffic signals throughout the community. Both are on City and State maintained routes.

This proposed project is part of our 2014-2015 budget and Staff recommends approval of the ordinance authorizing the Mayor to execute a Missouri Highways and Transportation Commission Agreement for Project STP-5200 (915) Signal Backup Power.

ITEM NO. ______________
January 26, 2015

Mr. Steve Hargis  
City of Rolla  
901 N. Elm Street  
Rolla, MO 65402

Dear Mr. Hargis:

This reference is made to your recent request to fund signal operational improvements at various locations throughout the City of Rolla.

Please be sure that all future letters, plans, proposals, cost estimates and any documents submitted concerning this project display the Federal Project No. STP-5200(915).

Enclosed is a copy of our standard agreement. Please execute three copies and attach an enabling ordinance to all three agreements and return them to me for further handling. We will return one fully executed copy to you.

Please be aware the Project Development/Implementation Schedule in the MoDOT Engineering Policy Guide has a maximum timeline of 23 months from programming to construction contract award. It is not the responsibility of MoDOT to keep the entity informed as to the status of the project. The entity will keep MoDOT informed as to any delays and/or unforeseen conditions that may hinder the project’s progress.

Please contact me if the city elects to utilize federal funding for the preliminary engineering. If the city elects to use federal funding for the preliminary engineering, the procedures outlined in the LPA Manual must be followed. Please see EPG 136.4 (http://epg.modot.org/).

Please contact me at (573) 751-7399 or Kelly.Wilson@modot.mo.gov if there are any questions, comments, or concerns.

Sincerely,

Kelly Wilson  
Senior Transportation Planner

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

www.modot.org
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 STP-URBAN PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain STP-Urban agreement for Project STP-5200(9:5) between the City of Rolla, Missouri and the Missouri Highways and Transportation Commission, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Rolla, Phelps County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, 23 U.S.C. §133 authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5200(915) involves:

Signal operational improvements to various signals throughout the City of Rolla. The primary improvement is battery backups.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5200(915) by the Commission is within the city limits of Rolla, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

\[\text{\underline{IV. B. 5.}}\]
Various intersections on State Highway 63, 10th Street, Forum Drive, Pine Street and Kingshighway

(3) **REASONABLE PROGRESS POLICY:** The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) **LIMITS OF SYSTEM:** The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) **ROUTES TO BE INCLUDED:** The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) **INVENTORY AND INSPECTION:** The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) **CITY TO MAINTAIN:** Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of
the Commission under this Agreement shall cease upon completion of the improvement.

(8) **INDEMNIFICATION:**

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party’s rights or defenses with regard to each party’s applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) **CONSTRUCTION SPECIFICATIONS:** Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) **FEDERAL-AID PROVISIONS:** Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United
States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) **ACQUISITION OF RIGHT OF WAY:** With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) **REIMBURSEMENT:** The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

   (A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. The federal share for this project will be 80 percent not to exceed $208,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

   (B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) **PERMITS:** The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.
(14) **TRAFFIC CONTROL:** The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) **WORK ON STATE RIGHT OF WAY:** If any contemplated improvements for Project STP-5200(915) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) **DISADVANTAGED BUSINESS ENTERPRISES (DBEs):** At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City’s proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) **NOTICE TO BIDDERS:** The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) **PROGRESS PAYMENTS:** The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(19) **PROMPT PAYMENTS:** Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) **OUTDOOR ADVERTISING:** The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

IV. B. 9.
(21) **FINAL AUDIT:** The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) **OMB AUDIT:** If the City expend(s) five hundred thousand dollars ($500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars ($500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006:** The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) **COMMISSION REPRESENTATIVE:** The Commission’s District Engineer is designated as the Commission’s representative for the purpose of administering the provisions of this Agreement. The Commission’s representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) **NOTICES:** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
   Mr. Steve Hargis, Director of Public Works
   PO Box 979
or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) **Nondiscrimination Assurance**: With regard to work under this Agreement, the City agrees as follows:

(A) **Civil Rights Statutes**: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) **Administrative Rules**: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) **Nondiscrimination**: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) **Solicitations for Subcontracts, Including Procurements of Material and Equipment**: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this

IV. B. ii.
Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) **Information and Reports:** The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) **Sanctions for Noncompliance:** In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) **Incorporation of Provisions:** The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) **ACCESS TO RECORDS:** The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ___ day of _____________, 20___.

Executed by the Commission this ___ day of _____________, 20___.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

__________________________________________
Title ______________________________________

ATTEST:

__________________________________________
Secretary to the Commission

Approved as to Form:

__________________________________________
Commission Counsel

CITY OF ROLLA

By _______________________________________
Title ______________________________________

ATTEST:

__________________________________________
By _______________________________________
Title ______________________________________

Approved as to Form:

__________________________________________
By _______________________________________
Title ______________________________________

Ordinance No: ________________
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance- 1st and 2nd Reading

ITEM/SUBJECT: STP-Urban Program Agreement – Pavement Markings
STP 5200 (916)

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 2/17/2015

***********************COMMENTS********************

COMMENTARY:

The following Ordinance authorizes the Mayor to execute a Missouri Highways and Transportation Commission STP-Urban Program Agreement for Project STP-5200 (916) for pavement markings.

Staff recommends approval.
February 2, 2015

Mr. Steve Hargis  
City of Rolla  
901 N. Elm Street  
Rolla, MO 65402

Dear Mr. Hargis:

This reference is made to your recent request to fund pavement markings at various locations throughout the City of Rolla.

Please be sure that all future letters, plans, proposals, cost estimates and any documents submitted concerning this project display the Federal Project No. STP-5200(916).

Enclosed is a copy of our standard agreement. Please execute three copies and attach an enabling ordinance to all three agreements and return them to me for further handling. We will return one fully executed copy to you.

Please be aware the Project Development/Implementation Schedule in the MoDOT Engineering Policy Guide has a maximum timeline of 23 months from programming to construction contract award. It is not the responsibility of MoDOT to keep the entity informed as to the status of the project. The entity will keep MoDOT informed as to any delays and/or unforeseen conditions that may hinder the project’s progress.

Please contact me if the city elects to utilize federal funding for the preliminary engineering. If the city elects to use federal funding for the preliminary engineering, the procedures outlined in the LPA Manual must be followed. Please see EPG 136.4 (http://epg.modot.org/).

Please contact me at (573) 751-7399 or Kelly.Wilson@modot.mo.gov if there are any questions, comments, or concerns.

Sincerely,

Kelly Wilson  
Senior Transportation Planner
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 STP- URBAN PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain STP-Urban agreement for Project STP-5200(916) between the City of Rolla, Missouri and the Missouri Highways and Transportation Commission, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

IV. C.S.
EXHIBIT A

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 06/12 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-5200(916)
Award Year: 2015
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Rolla, Phelps County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, 23 U.S.C. §133 authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5200(916) involves:

Installing pavement markings at various locations through the City of Rolla.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5200(916) by the Commission is within the city limits of Rolla, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

IV.C.4.
The following routes will be included: Lions Club Drive, Winchester Drive, Soest Road, 18th Street, 12th Street, 10th Street, Holloway Street, Olive Street, Forum Drive, Pinetree Road, Rolla Street (5010), Vichy Road, 16th Street, Pine Street, Salem Avenue, 6th Street, Bardsley Road.

12th Street and Vichy Road are both functionally classified as local and will be funded 100% from City funds for all phases of the project. No federal funds will be utilized on these locations. 12th Street and Vichy Road will be bid with this project.

(3) **REASONABLE PROGRESS POLICY:** The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) **LIMITS OF SYSTEM:** The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) **ROUTES TO BE INCLUDED:** The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) **INVENTORY AND INSPECTION:** The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.
(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City’s wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission’s district engineer prior to working on the Commission’s right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission’s district engineer will not be required for work outside of the Commission’s right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party’s rights or defenses with regard to each party’s applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT
design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs that have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. A pro-rata share shall be established for each phase of a project, i.e. Preliminary Engineering, Right of Way, Utilities and Construction. All costs incurred by City will be reimbursed at the pro-rata share established for each project phase. The pro-rata share for federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to that project phase by the total participating costs for that phase. The pro-rata share for the Construction Phase shall be established at concurrence in award and cannot be increased. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the
City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5200(916) will involve work on the state’s right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City’s proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

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(21) **FINAL AUDIT:** The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) **OMB AUDIT:** If the City expend(s) five hundred thousand dollars ($500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars ($500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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(24) **VENUE:** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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written notice other persons having the authority to act on behalf of the Commission in
furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be
given hereunder shall be in writing and shall be deemed given three (3) days after
delivery by United States mail, regular mail postage prepaid, or upon receipt by
personal or facsimile delivery, addressed as follows:

(A) To the City:
Mr. Steve Hargis, Director of Public Works
PO Box 979
Rolla, MO 65402
Facsimile No.: (573) 364-8602

(B) To the Commission:
Mr. David Silvester, Central District Engineer
PO Box 718
Jefferson City, MO 65102
Facsimile No.: (573) 751-8267

or to such other place as the parties may designate in accordance with this Agreement.
To be valid, facsimile delivery shall be followed by delivery of the original document, or
a clear and legible copy thereof, within three (3) business days of the date of facsimile
transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this
Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and
federal statutes relating to nondiscrimination, including but not limited to Title VI and
seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C.
§12101, et seq.). In addition, if the City is providing services or operating programs on
behalf of the Department or the Commission, it shall comply with all applicable
provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with
the administrative rules of the United States Department of Transportation relative to
nondiscrimination in federally-assisted programs of the United States Department of
Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and
made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of
the race, color, religion, creed, sex, disability, national origin, age or ancestry of any
individual in the selection and retention of subcontractors, including procurement of
materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.
(30) **ACCESS TO RECORDS:** The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

*Remainder of Page Intentionally Left Blank*
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ___ day of ____________, 20___.

Executed by the Commission this ___ day of ______________, 20___.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Title _______________________

ATTEST:

Secretary to the Commission

Approved as to Form:

____________________________

Commission Counsel

CITY OF ROLLA

By _________________________

Title _________________________

ATTEST:

By _________________________

Title _________________________

Approved as to Form:

By _________________________

Title _________________________

Ordinance No:______________
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator   ACTION REQUESTED: 1st/Final Readings

ITEM/SUBJECT: Major Transportation Funding Partnership MOU

BUDGET APPROPRIATION: $37,500       DATE: February 17, 2015

COMMENTARY:

On February 2nd City Council approved the contract with HNTB for major transportation planning along our primary routes - Highway 63/Bishop Ave., Kingshighway, Highway 72 Extension, and Tenth Street. The planning work will take several months to complete and will cost just under $150,000. The desired analysis coincided perfectly with master planning by both PCRMC and the University and with development plans with UTW Rolla, LLC (the “preferred developer” for Rolla West Phase I).

Each of the four partners agreed to split the cost of the study equally (approximately $37,500 each). The attached MOU is a document that lays out the expectations of the Partners (City will act as the coordinating/reporting entity). Legal has reviewed the MOU.

Recommendation: 1st and Final Readings of the Ordinance authorizing the Mayor to execute the “Major Transportation Funding Partners” MOU.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF ROLLA, MISSOURI, AND MAJOR TRANSPORTATION FUNDING PARTNERS.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a Memorandum of Understanding by and between the City of Rolla, Missouri, and “Major Transportation Funding Partners”, a copy of said Memorandum of Understanding being attached hereto and marked Exhibit A.

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


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

IN. D. I.
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF ROLLA
AND
"MAJOR TRANSPORTATION FUNDING PARTNERS"

This Agreement, made and entered into this 17th day of February, 2015, is by and between the City of Rolla, a Missouri Municipal Corporation (hereinafter referred to as “CITY”), and “Major Transportation Funding Partners” (hereinafter referred to as “Partners”).

WITNESSETH:

WHEREAS, CITY is responsible for the economic well-being of the Rolla community including the provision of numerous public services such as transportation, planning, public works, public safety and economic development; and

WHEREAS, CITY has identified a substantial need for significant transportation improvements on primary corridors in support of further development of “Rolla West” and adjoining areas; and

WHEREAS, the Partners are identified as UTW Rolla, LLC, The Curators of the University of Missouri on behalf of Missouri University of Science and Technology (“Missouri S&T”) and Phelps County Regional Medical Center. The Partners are actively engaged in significant planning processes and expansions that will have substantial impact on transportation flow in and around Rolla; and

WHEREAS, it is the Partners’ intent to be an investor in the social and economic development of the Rolla community, particularly as it supports and is benefited by their collective efforts.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits set forth, the CITY and PARTNERS agree as follows:

I. SCOPE OF SERVICES

A. The following services are anticipated:

1) CITY shall serve as the Project Representative of the Major Transportation Study and shall enter into said contract with HNTB to facilitate same (attached as Exhibit A).

2) CITY shall provide technical and administrative support as needed to perform the planning, marketing, legal and engineering analyses to determine the project’s feasibility.

3) CITY shall submit quarterly progress reports to PARTNERS to monitor progress on the Major Transportation Study as well as the financial standing of this funding agreement.

4) Each of the PARTNERS agrees to actively participate in planning sessions and community engagement events as scheduled by HNTB.

4) Each of the PARTNERS is to receive a copy of any draft and final reports prepared on behalf of the project.

5) It is the intent of CITY to roll the costs of this Study and any additional studies/analyses approved by PARTNERS into the project financing (i.e. TDD or CID Bonds) if successfully completed. In so doing any such funding mechanism will
reimburse all PARTNERS for any funds advanced herein contingent on the successful completion of the project.

6) To the extent allowed by Missouri law and without waiving sovereign immunity, PARTNERS shall indemnify and hold harmless each other and their agents and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of the services rendered, caused by the negligent act or omission of the CITY, any subcontractor, employee, and anyone else for whose acts any of them may be liable.

II. TERM AND TIME OF PERFORMANCE

A) The term of this Memorandum shall be for one (1) year.

B) The PARTNERS have agreed to provide in equal share the following financial contributions for purposes of carrying out this agreement:

1) City of Rolla: Up to $37,500
2) UTW Rolla, LLC: Up to $37,500
3) Phelps County Regional Medical Center: Up to $37,500
4) Missouri S&T: Up to $37,500

C) CITY will be responsible for verifying, processing and paying all costs associated with professional services needed to perform the Study subject to Section III.

III. METHOD OF PAYMENT

CITY upon receipt of all verified invoices will in turn invoice each of the PARTNERS for their proportionate share of the invoice. PARTNERS will provide payment not to exceed the amounts/percentage identified in Section II within 30 days of invoice. CITY will not make payments or expend funds until all contributions are received.

IV. SUBCONTRACTS

The CITY and PARTNERS hereby agree that this Memorandum shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other parties of the Memorandum.

V. CANCELLED, TERMINATION OR SUSPENSION

This Memorandum may be terminated following a sixty (60) day written notice by any of the PARTNERS. The PARTNERS shall collectively have the right to terminate the Major Transportation Study as provided for in Exhibit A.

VI. NOTICE

Any notice required by this Memorandum is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to City shall be addressed to:
City Administrator John Butz, City of Rolla, PO Box 979, Rolla, MO 65402

Notice to UTW Rolla, LLC shall be addressed to:
Mr. Alan Bornstein
Notice to Phelps County Regional Medical Center shall be addressed to:
Mr. John Denbo, Chief Executive Officer, Phelps County Regional Medical Center,
1000 W. Tenth Street, Rolla, MO 65401

Notice to Missouri S&T shall be addressed to:
Mr. Walter Branson, Vice Chancellor, Missouri S&T, 210 Parker Hall, 1870 Miner Circle, Rolla,
MO 65409

VII. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Memorandum,
whenever the PARTNERS mutually agree, changes to this Memorandum may be effected by
placing them in written form and incorporating them into this Memorandum as an amendment.

VIII. SEVERABILITY

It is mutually agreed that in case any provision of this Memorandum is determined by a court of
law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the
other provisions of this Memorandum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date and year
first above written.

CITY OF ROLLA

______________________________
Mayor Louis J Magdits, IV

ATTEST:

______________________________
Carol L. Daniels, City Clerk

UTW Rolla, LLC

______________________________
Mr. Alan Bornstein

Missouri S&T

______________________________
Mr. Walter Branson, Vice Chancellor

PCRMC

______________________________
Mr. John Denbo, Chief Executive Officer
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Resolution Extending RNA Ag Lease

BUDGET APPROPRIATION: $14,600    DATE: February 17, 2015

COMMENTARY:

In March 2010 Mr. Russ Adams extended his Ag Lease at the Airport and received an additional five-year option through March 2020. At that time Staff had recommended that we not grant the automatic five-year extension, but Council felt it was prudent to do so. Mr. Adams has been a very conscientious tenant for 20+ years, but there is no way of really assessing the market value of the agricultural lease of 800+ acres without periodically putting it on the market.

The attached Resolution provides for the five-year extension granted to Mr. Adams at a price of $14,597. The current lease establishes a $17/acre value for the bulk of the property (670 acres) and the renewal increases that value to just over $19/acre. The property along Highway 28 was removed from the last lease and is reinstated in this lease for $10/acre (158 acres) now that most of the City’s infrastructure work is nearing completion. That property stands a much better chance of development so the acre value is reduced.

Recommendation: Motion to approve said Resolution granting the five-year extension to the Ag Lease (through March 2020).
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA TO EXECUTE THE 
AMENDMENT TO THE AGRICULTURAL LEASE DATED MARCH 7, 2005 AND RESOLUTION NO. 
1710, AN AMENDMENT TO SAID LEASE DATED MARCH 15, 2010, BY AND BETWEEN THE CITY 
OF ROLLA, MISSOURI (LESSOR) AND RUSSELL C. ADAMS (LESSEE), ST. JAMES, MISSOURI.

WHEREAS, the City of Rolla executed an Agricultural Lease dated March 7, 2005 with Russell C. 
Adams for property located around Rolla National Airport consisting of 900 acres +/- for purposes of hay, 
pasture, and row cropping through March 6, 2010;

WHEREAS, said lease provided an option for the LESSEE to extend the lease for an additional five-
year period through March 6, 2015, and per letter dated February 1, 2010 lessee extended said lease;

WHEREAS, at the request of LESSEE the City Council provided an additional five-year option 
through March 6, 2020 to LESSEE based on past performance.

WHEREAS, the LESSEE has provided written notification to exercise the five-year option through 
March 6, 2020.

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

Section 1: That Section 1 of the original lease is amended to terminate on March 6, 2020.

Section 2: That Section 2 of the original lease is amended to establish the rental for each year of the 
lease to be $14,597 ($13,017 for 671 acres south of primary drainage channel and $1,580 for 158 acres north of 
the primary drainage channel).

Section 3: That Section 24 is hereby amended to release the Lessor of any obligation to ensure the 
leased premises has a secure perimeter fence. It is the objective of the City to maintain a secure perimeter fence 
around the Airport property but not an obligation under this agreement.

Section 4: That Section 29(p) of the lease is amended to prohibit the crossing of runways and taxiways 
to access hay fields.

Section 5: That Section 29(s) of the lease is repealed.

Section 6: That all other terms and conditions of said lease dated March 7, 2005 shall remain in effect.

Section 7: That this resolution shall be in full force and effect from and after the date of its passage and 
approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE 
MAYOR THIS 17th DAY OF FEBRUARY 2015.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM

City Counselor

IV. E.2.
Mr. John Butz, City Administrator  
City of Rolla  
P. O. Box 979  
Rolla, Missouri 65402

Dear Mr. Butz:

The purpose of this letter is to inform you that I hereby exercise my option for a five year renewal of the lease of the agricultural land at the Rolla National Airport when the existing lease expires on March 6, 2015. As resolved by the City Council of Rolla, Missouri and approved by the Mayor on March 15, 2010, an option to renew the Lease for an additional term of five (5) years was granted to me as lessee.

I am requesting the City consider a new resolution, granting me an option to renew for an additional 5 year term, namely from March of 2020 to March of 2025. With an option to extend the lease, I would be able to make several improvements at my expense to the hay fields and pastures. In particular, weed control is a priority as the 2012 drought resulted in significant spreading of weeds and increased their vigor. Additionally construction of new fences is necessary to better utilize pastures and facilitate the movement of cattle from one end of the lease to the other as recent construction activity has affected this important function. With the increased rainfall this winter, access from the southern wooded area to the abandoned runway has been compromised so that drainage and other improvements are necessary. These items are difficult to justify if lease periods are shorter than the life of the improvement.

In the past, improvements have been made to the ag land in the form of providing water for cattle, control of weeds in hay fields, increased productivity of the hay fields, interior fencing for control of grazing, clearing of brush and trees from pastures, and maintenance of roads providing access to the ag lands.

I believe it is in the City’s best interest to retain a lessee with a good record of abiding by aviation rules and standards, who is a good steward of the City’s resources and who works well with City personnel and others associated with the operation and maintenance of the Rolla National Airport.

Please let me know if you wish to meet to discuss these items.

With regards,

[Signature]

Russell Adams
A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA TO EXECUTE THE AMENDMENT TO THE AGRICULTURAL LEASE DATED MARCH 7, 2005 BY AND BETWEEN THE CITY OF ROLLA, MISSOURI (LESSOR) AND RUSSELL C. ADAMS (LESSEE), ST. JAMES, MISSOURI.

WHEREAS, the City of Rolla executed an Agricultural Lease dated March 7, 2005 with Russell C. Adams for property located around Rolla National Airport consisting of 900 acres +/- for purposes of hay, pasture, and row cropping through March 6, 2010;

WHEREAS, said lease provided an option for the LESSEE to extend the lease for an additional five-year period through March 6, 2015, and per letter dated February 1, 2010 lessee extended said lease;

WHEREAS, at the request of LESSEE the City Council desires to provide an additional five-year option through March 6, 2020 to LESSEE based on past performance.

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

Section 1: That Section 29(s) of the original lease is amended to grant LESSEE an option to renew the Lease for an additional term of five (5) years, on March 6, 2015. The option renewal consists of approximately 838 acres with an annual rental of Sixteen Thousand Two Hundred Forty-six Dollars ($16,246) (excepting Fields 9 & 13).

Section 2: That Section 29(p) of the lease is amended to prohibit the crossing of runways and taxeways to access hay fields.

Section 3: That Section 24 is hereby amended to release the Lessor of any obligation to ensure the leased premises has a secure perimeter fence. It is the objective of the City to maintain a secure perimeter fence around the Airport property but not an obligation under this agreement.

Section 4: That all other terms and conditions of said lease dated March 7, 2005 shall remain in effect.

Section 5: That this resolution shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

1710

N. E. 4.
AGRICULTURAL LEASE

THIS AGREEMENT, made and entered into this 7th day of March, 2005, by and between the City of Rolla, a municipal corporation of the State of Missouri, hereinafter referred to as LESSOR and Russell C. Adams, hereinafter referred to as LESSEE.

WITNESSETH:

In consideration of the rents, covenants and agreements herein contained, LESSOR does hereby lease to LESSEE the premises in Maries County, Missouri, identified as agricultural land at the Rolla National Airport (hereinafter referred to as the Airport), consisting of approximately 864.91 acres suitable for hay harvesting and for livestock grazing as described as follows:

Land in sections 1, 2, 11 and 12, Township 39 North, Range 8 West, more particularly described on the attached Exhibit A as areas 1, 2, 3 (less an area utilized for borrow material for new hangar construction), 5, 6, 9, 11, 12, 13, 16, 17, 18, 19 and the Extravaganza Lease area less the Rolla Modelers Lease area.

TERMS AND CONDITIONS:

1. The term of this lease shall begin on March 7, 2005, and shall terminate on March 6, 2010, a period of five years.
2. The rental for each year of the lease shall be the sum of $15,470.00.
3. All rentals shall be paid in advance annually by March 7th in the amount of $15,470.00 for each year of the lease.
4. It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the LESSOR reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical activities listed herein or any other activity of an aeronautical nature except that model airplane flying and skydiving activities shall not interfere with agricultural activities covered by this lease. In addition, the non-aeronautical activities of other leaseholders on the Airport property shall not interfere with agricultural activities covered by this lease.
5. The LESSEE agrees that the LESSOR has the right to adopt and enforce reasonable rules and regulations and that LESSEE and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may promulgate by the LESSOR, the United States of America or any Department or Agency thereof, and the State of Missouri.

6. The LESSEE may not assign or transfer this lease, or any interest therein, or sublet the premises or any part thereof, without the prior written consent of the LESSOR. If LESSOR’s prior written consent is not provided as requested, then LESSEE may terminate the Lease without penalty or obligation on an annual anniversary date provided that LESSEE gives LESSOR 90 days notice of LESSEE’s intention of terminating the Lease.

7. LESSEE agrees to conduct agricultural activities in a fair, equal and not unjustly discriminatory manner.

8. LESSOR reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

9. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

10. During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of this instrument, insofar as they are inconsistent with the provisions of the agreement with Government, shall be suspended. If suspension of the Lease occurs under these circumstances, LESSOR agrees to rebate any portion of the annual rental payment that represents the remaining term of the Lease as prorated for the entire year in question. LESSEE will be allowed a reasonable amount of time to remove cattle, equipment and hay from the Airport.

11. This agreement shall be subordinate to the provisions of any outstanding agreement between LESSOR and the United States relative to the maintenance, operation or development of the airport.
12. The LESSEE will not, on the grounds of race, color, creed, sex, religion, national origin, handicap (reference reasonable accommodation requirements), ancestry, age or veteran’s status discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The LESSOR reserves the right to take such actions as the United States government may direct to enforce this covenant.

13. The LESSEE agrees that no outside signs or advertising material shall be placed or erected upon the leased premises without the prior written consent of LESSOR. LESSOR likewise agrees that no other leaseholders at the Airport will place or have erected outside signs or advertising material upon the agricultural land without prior consent of LESSEE.

14. In the event LESSEE shall violate any of the terms or conditions of this lease, and shall fail after a thirty (30) day notice in writing from the LESSOR to rectify such violations, LESSOR may, at its option, declare this lease cancelled and terminated on an annual anniversary date and shall be entitled to immediate possession of the leased premises thereafter.

15. LESSOR reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem expedient.

16. The dumping of trash by the LESSEE or any of its employees on any portion of the Rolla National Airport is forbidden.

17. LESSEE will not undertake to attach fixtures or appurtenances to any structure without written consent of the LESSOR. Once attached, these additions may not be removed without the express written consent of the LESSOR. Public services are exempted from this paragraph.

18. LESSEE will not contract for any services for the benefit of the LESSOR without the express written consent of the LESSOR.

19. At the expiration or termination of this lease, the LESSEE agrees that it will give peaceful possession of the leased premises in as good condition as they now are, ordinary wear and tear expected.

20. This agreement shall extend to and be binding upon the successors, receivers, trustees and assigns of the parties hereto.

21. LESSEE shall be responsible for the repair and maintenance of any of LESSOR’S equipment located on the demised premises, if damaged by LESSEE operation. Except in cases of emergency affecting pilot or employee safety LESSOR shall notify LESSEE within 48 hours of
identification of such damage so that LESSEE can observe the damage and contact his insurer. LESSOR shall be responsible for major repairs to such equipment if the need for such major repairs is not the result of willful or negligent acts of LESSEE.

22. LESSEE agrees to bear, pay and discharge when and as the same become due and payable, all judgments and lawful claims for damage or otherwise, including fines resulting from violation of FAA security regulations, against said City arising from LESSEE’s occupancy of the leased premises and will assume the burden and expense of defending all such suits, or prosecutions whether brought before or after the expiration of this Agreement and will protect, indemnify and save harmless the said City and leased premises from all such claims for damages or otherwise either to persons or property by reason of, or on account of, LESSEE’s use or occupancy of said demise or for any failure on LESSEE’s part to comply with the statutes and ordinances of any governmental body or agency, either Federal, State or Municipal, wherein the demised premises are situated. LESSOR shall notify LESSEE within 48 hours of learning of claims and judgments or prosecutions and provide LESSEE with notices or other communications that identify LESSEE actions in question.

23. In the event that the area leased under this Agreement should be substantially damaged by fire or other casualty or taken by public authority by the exercise or threat of the exercise of eminent domain or other cause making the same untenantable, the City may at its option, repair, rebuild or terminate and cancel this Agreement. Termination or cancellation of the Lease by LESSOR shall include reimbursement to LESSEE a portion of the rents previously paid prorated for the year in which cancellation occurs.

24. It is understood and agreed that the rights granted by this Agreement will not be exercised in such a way to interfere with or adversely affect the use, operation, maintenance or development of the airport. LESSOR reserves the right to remove land from the premises leased under this agreement. In the event LESSOR elects to remove land from such Lease, the rental shall be reduced at the rate of Seventeen Dollars ($17.00) per acre per year for land removed from the Lease. The reduction of rent shall be prorated for the year in which the land is removed from the Lease and such reduction shall continue for all remaining years in the Lease term, unless LESSOR returns usage to LESSEE. Provided, however, that if LESSEE determines the removal of such land shall adversely affect his use of the remaining premises, LESSEE shall have the right to terminate the Lease and the annual rent shall be refunded to LESSEE, prorated to the date of termination. If
LESSOR recovers any land from this Lease, LESSOR shall, at LESSOR’s expense, install any fence that may be required so that the entire leased premises shall at all times have a perimeter fence. LESSOR shall reimburse LESSEE for expenditures made for lime, fertilizer or other improvements applied by LESSEE during the term of this Lease to any land removed from this Lease prorated in accordance with the remaining Lease term. LESSOR shall follow a standard procedure for removal of land from the premises leased under this agreement. Notification shall be given to LESSEE identifying the specific area to be removed. The notification shall include the date of removal and if removal is temporary, the time period of removal or the date the area will be returned to LESSEE’s use. Land returned shall be in as productive and useable condition from an Agricultural standpoint as it was before removal. LESSEE shall be given 30 days to decide if the lease shall be terminated or if he wishes to continue to rent the remaining area of the Lease.

25. There is hereby reserved to the City of Rolla, its successors, and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the premises herein demised together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, used for navigation of flight in the air, using said air space for landing at, taking off from or operating on or about the Rolla National Airport.

26. LESSEE agrees to abide by all FAA rules and regulations including security regulations.

27. All rental due hereunder shall be paid to the City Collector of the City of Rolla, Missouri.

28. Nothing herein contained or the failure on the part of the City or its officers, employees or agents to strictly enforce either or any of the terms or provisions hereof, or the acceptance of rent or license fees, shall operate or be deemed as a waiver by the City of any such terms or provisions of any part of this Agreement or of any rights, which may accrue to the City by reason of failure or neglect of LESSEE strictly to comply with each and every one of the terms and provisions hereof, on LESSEE’s part to be kept, observed or performed, and time shall be of the essence of this Agreement.

29. The following special conditions shall be applicable to leasing of agricultural land:

A. LESSEE will prepare a five-year plan for the pastures, row cropping, and hay fields comprising the agricultural lands at the airport. This plan will be developed in cooperation with the District Conservationist of the Natural Resource
Conservation Service of the USDA. The plan will include a program of soil testing, field evaluation of negative condition, field determination of soil erosion losses and systematic soil improvement to recognized standards for soil conservation practice. This plan will be submitted to a designated City representative after it is developed no later than August 1, 2005.

B. LESSEE may install and remove temporary cross fences as needed and to use electric fencing to supplement the pasture boundary fences. LESSEE’s fence maintenance obligation is restricted to that which is necessary to keep cattle in. The designated City representative will be consulted to make sure that aviation is not affected by these activities.

C. Sub-leasing of the premises shall be prohibited unless approved by the City Administrator with the concurrence of the City of Rolla City Council.

D. LESSEE may make improvements to the agricultural lands at the airport provided that the designated City representative is consulted with regard to the effect that the improvements have on aviation. Improvements may be in the form of clearing trees and brush, planting of grass for pasture, leveling or smoothing areas of irregular surface configuration, constructing ponds, installing water lines to provide water from sources not on the agricultural lands, or the use of storage tanks to provide water for livestock on the airport.

E. Overgrazing shall be prohibited, however, LESSEE has the right to manage the grazing consistent with available forage resources and shall not be limited to quotas or other restrictions not based on actual pasture conditions.

F. Harvesting of hay may be permitted within 250 feet of active center line of runways designated as 4-22 and 13-31, taxiways, and clear zones but only at the discretion of a designated City representative. No temporary storage of newly harvested hay will be permitted within the 250-foot area. Also, the 25 foot wide strip adjacent to and east of the closed runway is reserved for survey equipment calibration. No harvesting of hay will be permitted in the immediate proximity of any runway lights, VASI, or any other appliance which is part of the airfield lighting and guidance system.

G. At no time will harvest equipment be left parked and unattended within 250 feet of a runway or 100 feet of a taxiway or ramp area.
H. Harvested hay shall be removed from areas 9, 11, 13, 16 and 18 as soon as possible after baling. Exception may be granted by a designated City representative if weather conditions are such that removal is not feasible or the LESSEE shows reasonable cause for failure to remove the hay within the specified period.

I. Drainage structures are to be protected from damage by harvesting equipment and vehicles.

J. Storm drains shall not be permitted to become clogged by deposits of cut grass and/or harvesting residue as a result of LESSEE operations.

K. All existing fences on pasture land shall be maintained over the period of the lease to insure containment of livestock. LESSEE may replace exterior fences due to exhaustion of their useful life. LESSOR may provide financial assistance where mutual benefit exists and subject to budgetary approval.

L. The planting of row crops shall be permitted in limited areas provided row crops are supported by the revised Conservation Plan or as authorized by the City Council.

M. If gates are installed by LESSEE, they are to be maintained and kept locked to prevent unauthorized entry. Duplicate keys shall be furnished to Airport personnel for their access into leased areas.

N. Fences will not be relocated unless approved by a designated City representative. The designated City representative shall be responsible for maintaining “NO TRESPASSING” signs on the perimeter of the Agricultural Lease.

O. Terrain damage by LESSEE equipment or personnel shall be repaired by LESSEE without cost to the City of Rolla. Contractors or others subordinate to the City of Rolla who enter Agricultural Lease land, shall be notified by the designated airport representative that under no circumstances will terrain damage be allowed and that they will be required to repair this damage without cost to the LESSEE.

P. No harvesting equipment will use the runways or taxiways as access routes to hay or pasture land; however, the runways and taxiways can be crossed in order for LESSEE to access hay fields subject to coordination with Airport personnel and issuance of applicable NOTAMs except for isolated or emergency situations. Trucks and trailers may use runway edges and taxiways only if given prior permission by the Airport Superintendent. In this case, four-way flashers will be
operated at all times that vehicles are on or proximate to the paved area. Travel speed on taxiways shall be restricted to 25 miles per hour; vehicles will yield to aircraft under all circumstances.

Q. LESSEE may use Area #19 for storage of hay, pasture and for feeding hay to cattle. If cattle are to be placed in Area #19, LESSEE will repair the existing fences to keep cattle in. LESSEE may also use the road into Area #19 for access to the Southeastern part of the airport. LESSEE’s use of this road would require LESSEE’s maintenance of road and restricting public access.

R. Funding for soil improvements may be available on a cost share basis through federal, state or local agencies. LESSEE may participate in these programs as “Operator” of the agricultural lands at the airport, but is solely responsible for the required match of money and/or work. In cases where the cost share refund is issued to the owner of the land, the City of Rolla hereby agrees to assign these funds to LESSEE.

S. Provided LESSEE is not in default under this Lease, LESSOR grants LESSEE an option to renew this Lease for a term of five (5) years after the expiration of the term hereof, upon the same terms and conditions, but at an annual rental of Sixteen Thousand Four Hundred Seventy Dollars ($16,470.00) per year for the entire 664 910 acres. If land is removed from the Lease, at LESSOR’s request, pursuant to paragraph 24, rental shall be adjusted accordingly.

30. The adoption of this Lease Agreement shall serve as an acknowledgement that the LESSEE agrees to protect, indemnify, save and hold harmless the LESSOR from loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the leased property caused by LESSEE or LESSEE designate(s). This Lease shall not encumber LESSEE for the actions of any other leaseholder, contractor or others performing agricultural or other activities on the airport for the benefit of the City of Rolla, State of Missouri or federal government.

31. The LESSEE shall provide proof of insurance naming the LESSOR as additional insured. The coverage of said insurance shall be in the form of a general liability policy with a combined single limit of one million ($1,000,000) per occurrence. The LESSEE shall submit a copy of this certificate annually or upon renewal, prior to expiration of the policy.

 IV. E. 12.
IN WITNESS WHEREOF, LESSEE has caused this instrument to be executed on its behalf by its duly authorized officers and its corporate seal affixed, and the City of Rolla by resolution of its City Council giving authority so to do, has caused this instrument to be executed by its Mayor on its behalf and its corporate seal affixed, on the day and year first above written. This instrument has been executed in duplicate.

CITY OF ROLLA:

[Signature]

MAYOR PRO-TEMPORE

[Signature]

LESSEE NAME
1380 C, Rolla 65401
St. James, MO 65589

LESSEE ADDRESS

DATE SIGNED

IV. E. 13.
RESOLUTION NO. 1552

A RESOLUTION AUTHORIZING the Mayor of the City of Rolla, Missouri to execute on behalf of the City of Rolla, Missouri, the Agriculture Lease Renewal between the City of Rolla and Russell C. Adams.

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

SECTION 1: That the Mayor of the City of Rolla, Missouri, is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, the Agriculture Lease Renewal between the City of Rolla, Missouri, and Russell C. Adams attached hereto and marked Exhibit A.

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


APPROVED:

[Signature]
Mayor Pro-Tempore

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM

[Signature]
City Counselor
CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie D. Rogers  
Finance Director  

ACTION REQUESTED: Resolution

DATE: February 17, 2015

BUDGET APPROPRIATION: $40,851.03

SUBJECT: A Resolution to Award Financing Bids

COMMENTARY:

On January 19, 2015, the Public Works Department was authorized to purchase two (2) pieces of equipment (vibratory roller and dump truck). This capital expenditure was included in the FY15 budget with a purchase price $194,000 and the lease payments were budgeted for a five (5) year payment schedule of $50,000 with the projected amount to be financed was $250,000. After bids were received, the final amount to be financed is $204,300.00

On January 30, 2015, financing bids were received. The bids received were as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Interest Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edward Jones</td>
<td>2.00%</td>
<td>$41,158.54</td>
</tr>
<tr>
<td>Bancorp Bank/Mears Motor</td>
<td>2.12%</td>
<td>$41,302.19</td>
</tr>
<tr>
<td>Central Federal Savings &amp; Loan</td>
<td>None</td>
<td>No Bid</td>
</tr>
<tr>
<td>Citizen’s Bank of Newburg</td>
<td>None</td>
<td>No Bid</td>
</tr>
<tr>
<td>Commerce Bank</td>
<td>3.40%</td>
<td>$42,906.26</td>
</tr>
<tr>
<td>First Community National Bank</td>
<td>1.75%</td>
<td>$40,891.05</td>
</tr>
<tr>
<td>First State Community Bank</td>
<td>None</td>
<td>No Bid</td>
</tr>
<tr>
<td>MPUA</td>
<td>None</td>
<td>No Bid</td>
</tr>
<tr>
<td>Municipal Leasing Consultants</td>
<td>2.87%</td>
<td>$42,203.67</td>
</tr>
<tr>
<td>Phelps County Bank</td>
<td>3.00%</td>
<td>$42,360.78</td>
</tr>
<tr>
<td>Town &amp; Country Bank</td>
<td>None</td>
<td>No Bid</td>
</tr>
<tr>
<td>US Bank</td>
<td>1.74%</td>
<td>$40,851.03</td>
</tr>
</tbody>
</table>

It is the recommendation of staff to award financing to US Bank with an interest rate of 1.74% and annual payments of $40,851.03 for a five (5) year term.
RESOLUTION NO. ____________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, PHELPS COUNTY, AND US BANK, MISSOURI.

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

Section 1: That the Mayor of the City of Rolla, Missouri, is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Contract between the City of Rolla, Missouri, Phelps County, and US Bank, Missouri. This signed resolution will serve as the contract between the City of Rolla and US Bank for equipment funding.

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
COMMENTARY:

During the budget process, staff was authorized to pursue underwriting services or financial advisory services for a financing of Street Capital Improvements ($3 million estimated in FY15) and future bond issuances and/or special projects that may arise over the next three (3) years. The Request for Qualifications (RFQ) was emailed and opened on January 7, 2015. The RFQ documents were received from:

- Oppenheimer
- Edward Jones
- WM Financial Strategies

The roles of an Underwriter and a Financial Advisor are completely different and are governed by the Municipal Securities Rulemaking Board (MSRB) Rule G-23. Provided in the packet is the condensed overview used during the selection process (6 pages). Since these are two separate functions, staff successfully completed two projects in 2012 using both services to get a better understanding of which process best fits the City debt structure.

Staff is recommending underwriting services to be awarded to Oppenheimer & Co. Once selected, Oppenheimer will further recommend the exact process to follow and whether a competitive sale or negotiated sale will provide the greatest savings.
What to Expect From Your Underwriter

The Municipal Securities Rulemaking Board (MSRB) regulates the underwriters and advisors that state and local governments hire to bring new issues of municipal securities to market. The MSRB’s Rule G-17, known as the “fair dealing” rule,\(^1\) sets out specific requirements that an underwriter must follow when communicating to and working with a state or local government throughout the new issuance process for municipal securities, particularly for negotiated offerings. State and local government officials should be aware of these requirements.

Rule G-17 requires an underwriter to deal fairly at all times with state and local government issuers and investors. In meeting this obligation, underwriters are expected to ensure that state or local government officials are aware of conflicts of interest well before becoming fully committed to completing the transaction with an underwriter, and that the issuer has the information required to be disclosed with sufficient time to take such information into consideration before making certain key decisions on the financing.

For more explanation about the newly expanded obligations of underwriters to their state and local government clients under MSRB Rule G-17, view the MSRB’s recorded webinar.

Selecting an Underwriter

For state and local governments seeking an underwriter for new issues of securities through Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), Rule G-17 offers important protections. Rule G-17 requires underwriters to:

- Be accurate and truthful in their responses to RFPs,
- Not omit material facts, and
- Not misrepresent their personnel’s expertise with a particular type of financing in such responses.

That same standard of accuracy, truthfulness and completeness applies to all statements and representations made to state or local governments by underwriters, whether made in writing or orally. Underwriters must have a reasonable basis for their statements and such statements must not be misleading.

Role of the Underwriter

In a negotiated offering, underwriters are now required by Rule G-17 to provide a series of written disclosures to issuer personnel with authority to bind the issuer. State and local governments can expect an underwriter to specify the nature of its role and obligations in the underwriting process. Make sure your underwriter provides you these disclosures in writing and in a manner designed to make clear the subject matter of the disclosures and their implications:

\(^1\) This document provides only a brief overview of the MSRB’s interpretive notice on Rule G-17. Please refer to the MSRB’s website for the full interpretive notice. The complete text of the rule and interpretations is available at [http://www.msrb.org/Rules-and-Interpretations.aspx](http://www.msrb.org/Rules-and-Interpretations.aspx).

continued on next page
An underwriter's primary role is to purchase securities for distribution in an arm's-length commercial transaction.

Unlike a municipal advisor, an underwriter does not have a federal fiduciary duty to state or local government issuers and, therefore, is not required to act in the issuer's best interests without regard to its own financial or other interests.

An underwriter has a duty to purchase securities from the issuer at a fair and reasonable price but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable.

An underwriter reviews official statements in accordance with, and as part of, its responsibilities to investors under the federal securities laws.

If an underwriter fails to make any of the above disclosures about its role and obligations, it would be in violation of Rule G-17. An underwriter would also violate Rule G-17 if it discouraged a state or local government from using a municipal advisor or otherwise implied that hiring an advisor would be redundant because the underwriter can provide the same advisory services.

### Evaluating an Underwriter's Recommendations

The new disclosure requirements are designed to provide state and local government officials with material information you need to make an informed decision about an underwriter's recommendations. Rule G-17 requires underwriters to make certain disclosures about all actual or potential conflicts of interest, which may affect their recommendations of products, structures and pricing levels.

An underwriter must tell you about the existence of:

- Any payments an underwriter receives from or makes to third parties in connection with its underwriting of the new issue;
  - Disclosures are also required for similar payments in connection with a swap or reinvestment of bond proceeds.
- Any marketing arrangements with third parties;
- Any profit-sharing arrangements between an underwriter and investors, which can include arrangements to directly or indirectly split profits from the resale by the investor of securities sold to it by the underwriter;
- Whether the underwriter issues, purchases or trades credit default swaps related to your state or local government or one of your specific issues of securities, or baskets of credit default swaps in which your government or your securities represent more than two percent of the total principal amount of the basket; and
- Any incentives for the underwriter to recommend a complex municipal financing, such as compensation from a swap provider for recommending that swap provider.

### Considering Complex Financings

An underwriter that recommends a complex municipal security transaction — a financing that is structured in a unique, atypical or otherwise complex manner, such as variable rate demand obligations (VRDOs) and financings involving swaps or other derivatives — must help its state or local government client understand the material characteristics and risks of the transaction.

For example, if an underwriter recommends a VRDO, it should disclose:

- The risk of interest rate fluctuations;
- Any material risk of the potential inability of an issuer to replace a liquidity facility upon expiration; and
- Any material risk of potential shortening of the maturity schedule if bonds are not remarketed but instead are held as bank bonds.

Similarly, if an underwriter is recommending a swap in connection with a VRDO offering, it should disclose:

- Material financial risks, including market risk, credit risk, operational risk and liquidity risk;
• Material financial characteristics of the swap, such as material economic terms, material operational terms and the parties’ material rights and obligations; and
• The fact that there may be accounting, legal and other risks associated with the swap and that the issuer should consult with other professionals concerning such risks.

Confirming an Underwriter’s Compliance with Disclosure Requirements

State or local governments should expect to receive disclosure information from an underwriter at several points in the transaction.

• Disclosure of the arm’s-length nature of an underwriting transaction are to be made in writing at the earliest stage of the underwriter’s relationship with the state or local government.
• Disclosures concerning the role of an underwriter, compensation and conflicts of interests are to be made in writing when the underwriter is brought into the transaction, not later such as the signing of a bond purchase agreement.
• Disclosures concerning material financial characteristics and risks of complex financings and applicable routine financings, and newly identified conflicts of interest, are to be made in writing prior to execution of the bond purchase agreement.

An underwriter must request written acknowledgment of receipt of these disclosures from a state or local government official that has the authority to sign off on contracts with underwriters.

Financial Aspects of Underwriting Transactions

Rule G-17 prohibits compensation that is excessively disproportionate to the nature of the underwriting and related services performed. Several factors can help state or local government officials determine whether an underwriter’s compensation for a new issue is appropriate:

• The credit quality of the issue;
• The size of the issue;
• Market conditions;
• Length of time spent structuring the issue; and
• Whether the underwriter is paying the fee of the underwriter’s counsel or any other relevant costs.

In addition to clarifying compensation guidelines, Rule G-17 also clarifies that the price paid by the underwriter to the state or local government must be fair and reasonable, taking into consideration all relevant factors, including the best judgment of the underwriter as to the fair market value of the issue at the time it is priced. In a negotiated underwriting, the underwriter has a duty under Rule G-17 to negotiate in good faith with the issuer. In a competitive underwriting, dealers must place bids that are bona fide and based on the dealer’s best judgment of the fair market value of the securities.

If a state or local government issuer requests a retail order period, the underwriter must not knowingly accept an order that is inconsistent with the issuer’s expectations. An underwriter must take reasonable measures to ensure that retail orders are bona fide. If an underwriter knowingly accepts an order that is framed as a retail order but which does not meet the issuer’s requirements for retail, it would be a violation of Rule G-17.

This document provides only a brief overview of the MSRB’s interpretive notice on Rule G-17. Please refer to the MSRB’s website for the full interpretive notice. The complete text of rule Rule G-17 and all interpretations is available at http://www.msrb.org/Rules-and-Interpretations.aspx
Financial Considerations for Hiring Municipal Advisors

State and local governments often hire municipal advisors to assist them with a range of services, including the process of issuing municipal securities. The amount of compensation paid to the municipal advisor for these services varies, depending on the scope of services provided to the municipal issuer and the compensation structure agreed upon by the two parties. It is essential for a state or local government issuer to evaluate these factors to determine whether the proposed compensation arrangement will meet its needs. Below are factors for issuers to consider when assessing what services they need and the possible ways to compensate municipal advisors for their services.

Assessing Services Needed

When determining services to be provided by a municipal advisor, issuers should consider the skills of existing staff, potential gaps in internal staff resources, the expertise of the municipal advisor and other deal team members, and how this expertise can meet the issuer's needs.

Issuers may also consider the number, size and frequency of municipal bond issues the issuer expects to bring to market, the anticipated complexity of the transactions, the duties and roles of the other members of the deal team and any transaction parameters the issuer has chosen. For example, if an issuer engages a municipal advisor in connection with a specific issuance and has already determined that the bonds will not be rated, municipal advisory services related to rating agency presentations will not be required.

Understanding the Scope of Services

Municipal advisors may offer a wide range of services, either in connection with a specific transaction or more generally. These may include, but are not limited to, the following:

- Assisting in the development of a financing plan
- Assisting in the underwriter evaluation and selection process
- Assisting in preparing rating agency presentations
- Assisting in the preparation of offering documents
- Evaluating market conditions and pricing performance

Issuers should carefully evaluate the services offered by the municipal advisor to ensure they appropriately meet the needs of the issuer.
Compensation Structures
The most common methods for compensating municipal advisors include the following:

- Fixed fees
- Hourly fees
- Contingent fees
- Fees paid under a retainer agreement
- Fees based upon the amount of the transaction

Depending on the nature and extent of work to be performed by the municipal advisor, an issuer may favor one type of compensation structure over another.

Fixed Fees
In a fixed fee structure, the municipal advisor is paid a fixed amount based on various factors, such as duration and complexity of the transaction and agreed upon scope of work. Typically, the fixed amount is established at the beginning of the transaction and applies regardless of how much time and effort the municipal advisor actually spends on the transaction.

Hourly Fees
Under an hourly fee structure, the municipal advisor is paid based on a rate schedule for each hour worked. Depending on the specific compensation agreement between the issuer and the municipal advisor, the hourly fee may or may not be contingent upon the successful completion of a financing. In some cases, the hourly fee may be applied against an existing retainer. There may also be a maximum dollar amount, or “not to exceed” amount, that the issuer will agree to pay to the municipal advisor, regardless of the actual number of hours worked.

Issuers should periodically review the invoices received for municipal advisory services to ensure that they do not contain any errors and accurately reflect the terms of the fee agreement, including any applicable credits against existing retainers and/or not to exceed amounts.

Contingent Fee
In a contingent fee arrangement, the municipal advisor is paid only if the transaction closes. This fee arrangement may require the municipal advisor to assess the risk of the likelihood that the transaction will close. This fee arrangement may be combined with another fee structure such as a fixed fee or hourly fee arrangement. However, under such an arrangement, certain expenses may be reimbursable to the municipal advisor even if the transaction does not close.

Fee Paid Under a Retainer Agreement
Under a typical retainer agreement, the municipal advisor is paid periodically regardless of whether a particular financing or other transaction is successfully completed. This fee arrangement may be combined with another fee arrangement. For example, under a fixed fee retainer agreement, the municipal advisor might be paid a specified sum per month, regardless of the number of hours worked during that month.
Fee Based Upon the Amount of the Transaction
Under a fee structure determined by the amount of the transaction, the municipal advisor is paid an amount based on a percentage of the principal amount of the bond issue. There may be minimum or maximum fees established to ensure that the municipal advisor is compensated for the services provided.

Expenses
Another financial consideration for a municipal issuer is the treatment of expenses. Expenses generally are those out-of-pocket costs incurred by the municipal advisor. Depending on the terms of the compensation arrangement, issuers may be responsible for paying the municipal advisor for certain expenses, even if the transaction does not close. Before concluding the compensation discussion with a municipal advisor, issuers should come to an agreement with the municipal advisor as to the expenses for which the issuer is responsible and the rate at which such expenses will be reimbursed. For example, an issuer may impose a maximum dollar amount for reimbursements for flights, or agree that it will only reimburse the municipal advisor for photocopying services at the actual cost incurred by the municipal advisor, with no additional mark-up.

Document the Compensation Arrangement
The compensation arrangement between the issuer and the municipal advisor should be documented in writing. To avoid any confusion about the compensation arrangement, both parties should specify in detail the scope of services to be provided by the municipal advisor. In some circumstances, it may also be appropriate to specify the services that will not be provided by the municipal advisor. Maximum compensation and any other additional agreed-upon conditions should also be documented, as should costs that are to be borne by the municipal issuer and the municipal advisor.