Note: Please turn off all cell phones and pagers during the meeting.

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.

AGENDA OF THE ROLLA CITY COUNCIL
Monday, March 2, 2015
City Hall Council Chambers
901 North Elm Street
6:30 P.M.

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

COUNCIL ROLL: JONATHAN HINES, MONTY JORDAN, GREG SAWYER, MATTHEW MILLER, KELLY LONG, SUSAN EUDALY, DON MORRIS, STEPHEN BOWLES, JIM WILLIAMS, BRIAN WOOLLEY, TONY BAHR AND WALT BOWE

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COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Jim Williams

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – February 2, 2015
   2) City Council Meeting Closed Session – February 2, 2015
   3) City Council Meeting – February 17, 2015
   4) City Council Meeting Closed Session – February 17, 2015

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) Rolla Historic Preservation Commission – (Chairman Randy Stratman)
B) Annual Parks Report – (Parks and Recreation Director Scott Caron)

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
B) Environmental Services Department Monthly Report – January 2015
C) Fire and Rescue Department Monthly Report – February 2015
D) Police Department Monthly Reports – January 2015
E) Animal Control Division Monthly Reports – January 2015
H) Rolla Board of Public Works Meeting Minutes – January 27, 2015
I) Planning and Zoning Commission Meeting Minutes – February 10, 2015
V. OLD BUSINESS
   A) Ordinance Approving the Country Hills Site Plan on All of Lot 2, Country Hills Subdivision, & Located at 2101 Old St. James Road (Hart) — Final Reading
   (Community Development Director John Petersen) — Final Reading
   B) Ordinance Repealing Ord. 4188 & Enacting a New 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/Final Readings

VI. NEW BUSINESS
   A) Ordinance Authorizing the Police Dept. to Apply for Traffic Grants Through the Missouri Department of Transportation — (Interim Police Chief Rick Williams) — First/Final Readings
   B) Motion Approving Use of Rolla National Airport Fields for September 2015 Greek Week Games — (City Administrator John Butz) — Motion

VII. CLAIMS and/or FISCAL TRANSACTIONS
    A) Ordinance Authorizing the Mayor to Execute an Agreement with Insituform Technologies, USA, for Sewer Line Rehabilitation — (Public Works Director Steve Hargis) - First Reading

VIII. CITIZEN COMMUNICATION
    A) Open Citizen Communication

IX. MAYOR/CITY COUNCIL COMMENTS

X. COMMENTS FOR THE GOOD OF THE ORDER

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

XII. ADJOURNMENT
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, FEBRUARY 2, 2015; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV


Council Members Absent: Kelly Long

Department Directors in Attendance: Public Works Director Steve Hargis, Fire Chief Robert Williams, Environmental Services Director Brady Wilson, Parks and Recreation Director Scott Caron, Interim Police Chief Rick Williams, Community Development Director John Petersen, and Finance Director Steffanie Rogers

Other City Officials in Attendance: City Administrator John Butz, City Counselor Carolyn Buschjost, and City Clerk Carol Daniels

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked a member of the Rolla Ministerial Alliance to give the invocation.

Councilman Don Morris then led in the Pledge of Allegiance.

I. CONSENT AGENDA

A motion was made by Williams and seconded by Bowles to approve the consent agenda as submitted. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The consent agenda consisted of the following:

(A) Approval of the Rolla City Council Minutes for the following:
1) City Council Meeting – January 5, 2015
2) City Council Meeting Closed Session – January 5, 2015
3) City Council Meeting – January 20, 2015

II. PUBLIC HEARINGS

None.

FEBRUARY 2, 2015

I. A. I.
III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) Rolla Regional Economic Commission (RREC) 2014 Annual Report: Rolla Regional Economic Commission (RREC) Executive Director Cyndra Lorey reported on the area’s economic environment and updated the Council on the status of projects and prospects.

IV. REPORT OF MAYOR AND COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS

Mayor Magdits referred the Council to (A) the December 2014, Centre FY 2015 Financial Analysis; (B) the December 2014, Parks Department FY 2015 Financial Analysis; (C) the December 17, 2014, Parks and Recreation Commission Meeting Minutes; (D) the December 2014 Environmental Services Department Monthly Report; (E) the January 2015, Fire and Rescue Department Monthly Report; (F) the December 2014 Police Department Monthly Report; (G) the December 2014 and Year-End Animal Control Division Monthly Reports; (H) the December 2014 Municipal Court Monthly Report; (I) the November and December 2014, Rolla Municipal Utilities Monthly Reports, and; (J) the November 25, 2014, Rolla Board of Public Works Meeting Minutes.

V. OLD BUSINESS

None.

VI. NEW BUSINESS

(A) Motion Closing Certain Streets and Parking Lots for Celebration of Nations: Parks and Recreation Director Scott Caron reported the annual Celebration of Nations event would be held on Saturday, September 26, 2015. To prepare for the event, Missouri S&T is requesting the closing of certain parking lots on Friday, September 25 to prepare. Mr. Caron noted the parade begins at 11 a.m. and certain streets will be closed on September 26 until about 4 p.m. A motion was made by Williams and seconded by Eudaly to close the requested streets and parking lots during the Celebration of Nations event. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.
VI. NEW BUSINESS (continued)

(B) Motion Approving the "Adopt A Park" Program Subject to Legal/MIRMA Review: Parks and Recreation Director Scott Caron explained that due to the reduction in the Parks budget and staff, maintenance of the parks has been reduced over the past few years. One way to reduce the impact is to provide a means for residents and organizations to "adopt" parks or areas within parks. Mr. Caron said staff has been reluctant to do so because a formal policy has not been in place. He informed the Council that he reviewed various "adopt a park" programs throughout the country to see how other communities are handling these types of ventures. Mr. Caron referred the Council to the draft "Adopt-A-Park Program," included in the agenda materials, which would allow community organizations or individuals to assist with the maintenance and mowing of the parks. He added the City’s legal counsel and MIRMA (Missouri Intergovernmental Risk Management Association) have been asked to review the program for liability concerns.

Following discussion, a motion was made by Williams and seconded by Eudaly to approve the Adopt-A-Park Program subject to legal/MIRMA review. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(C) Ordinance Authorizing the Mayor to Execute an Agreement with HNTB, Inc., for a Major Transportation Study: City Administrator John Butz recalled staff introduced this to the Council about a month ago, and City staff has been talking with some of its key partners, i.e., University, Hospital, UTW, all in preparation for what we are going to do as a community to address some of Rolla’s transportation needs. He recalled the biennial citizen attitude survey has indicated traffic congestion and traffic flow as the top two needs the City should address including the prospect of Rolla West, the growth at the University on both the east and west side of Highway 63, and the Delbert Day Institute. Mr. Butz said he is thrilled to report that, subject to Council approval, the hospital, University and UTW are all willing to equally split the cost of performing a critical review of the primary transportation system. He pointed out the City’s exposure will not be $150,000, but $37,500. Mr. Butz indicated a Memorandum of Understanding would be drafted and reviewed by the partners. He told the Council the subject ordinance would authorize the Mayor to enter into an agreement with HNTB, Inc., a large transportation planning company, to provide the review. Mr. Butz explained the analysis is estimated to take approximately seven to eight months. He recommended the first and final reading of the subject ordinance, subject to legal review on some indemnifications clauses in the agreement, so the review can begin.
VI. NEW BUSINESS (continued)

(C) Ordinance Authorizing the Mayor to Execute an Agreement with HNTB, Inc., for a Major Transportation Study (continued): Following discussion, City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4184: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT WITH HNTB, INC., as amended for recommendations of legal counsel. A motion was made by Eudaly and seconded by Morris to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Williams, Jordan, Bahr, Eudaly, Woolley, Miller, Bowe, Sawyer, Bowles, Morris, and Hines. Nays: None. Absent: Long. Motion carried. The ordinance passed.

VII. CLAIMS and/or FISCAL TRANSACTIONS

None.

VIII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to anyone wishing to address the Council. No one present responded.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Review and Adoption of the 2015 City Administrator’s Goals and Objectives: Mayor Magdits referred the Council to the City Administrator’s Goals and Objectives for 2015. He asked the Council if they would like to modify any of the goals. No Council comments were made.

Mayor Magdits pointed out the City Administrator’s Review Committee did not weigh the goals. He indicated he would meet with the Committee to assign a weighing.
IX. MAYOR/CITY COUNCIL COMMENTS (continued)

(A) Review and Adoption of the 2015 City Administrator’s Goals and Objectives (continued): A motion was made by Jordan and seconded by Williams to approve the City Administrator’s Goals and Objectives for 2015 as presented. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

X. COMMENTS FOR THE GOOD OF THE ORDER

(A) Police Department Annual Awards Banquet: Councilwoman Eudaly thanked the Police Department for the recent Awards Banquet and Mystery Dinner. She said the Police Department did a great job and it was a lot of fun. Ms. Eudaly stated it was good hearing about all the projects the Police Department has been doing.

(B) February 17, 2015 Council Meeting: City Administrator John Butz reminded the Council that due to the Presidents Day Holiday on Monday, February 16, 2015, the Council meeting would be held on Tuesday, February 17, 2016.

(C) Fort Leonard Wood Listening Session: Mayor Magdits noted the Fort Leonard Wood Listening Session, scheduled for March 2, 2015, coincides with the March City Council meeting. He asked the Council if they wanted to go on record in some way of supporting Fort Leonard Wood, i.e., a Council resolution or a Council letter.

City Administrator John Butz said Fort Leonard Wood prefers a physical presence, but if the Council issues a proclamation, it could be entered into their record. He said there is a period scheduled at the end of the session for accepting written comment.

If Council concurs, Mayor Magdits asked that a proclamation be considered during the Council’s next meeting. No objections were noted.

XI. CLOSED SESSION

A motion was made by Williams and seconded by Bowles to adjourn into Closed Session pursuant to RSMo. 610.021 to discuss real estate and personnel. A roll call vote on the motion showed the following: Ayes; Bowe, Woolley, Miller, Williams, Hines, Bowles, Jordan, Morris, Sawyer, Eudaly, and Bahr. Nays; None. Absent; Long. Motion carried.

The Council adjourned into Closed Session at approximately 7:31 p.m.
XII. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 8:33 p.m.

City Counselor Carolyn Buschjost reported that during closed session the Council discussed one matter of real estate. She indicated a final decision was made, a contract was approved, and the following ordinance was approved. ORDINANCE NO. 4185: AN ORDINANCE AUTHORIZING THE CITY OF ROLLA, MISSOURI, A MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS BOARD OF PUBLIC WORKS, (COMMONLY KNOWN AS ROLLA MUNICIPAL UTILITIES (THE “BUYER”)) TO EXECUTE A CERTAIN CONTRACT FOR SALE OF REAL ESTATE BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA CHURCH OF CHRIST. Ms. Buschjost explained the contract was approved to be executed by the (Rolla Municipal Utilities) RMU General Manager.

XII. CLOSED SESSION ACTION (continued)

Additionally, Ms. Buschjost reported one personnel matter was discussed and no final decisions were made.

XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 8:34 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

______________________________  ____________________________
CITY CLERK                                    MAYOR

FEBRUARY 2, 2015
ROLLA CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 17, 2015; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Jonathan Hines, Greg Sawyer, Matthew Miller, Kelly Long, Susan J. Eudaly, Don Morris, Stephen Bowles, Jim Williams, Brian Woolley, and Walt Bowe

Council Members Absent: Monty Jordan and Tony Bahr

Department Directors in Attendance: Public Works Director Steve Hargis, Fire Chief Robert Williams, Environmental Services Director Brady Wilson, Interim Police Chief Rick Williams, Community Development Director John Petersen, Parks and Recreation Director Scott Caron, and Finance Director Steffanie Rogers

Other City Officials in Attendance: City Administrator John Butz, City Counselor Carolyn Buschjost, and City Clerk Carol Daniels

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked a member of the Rolla Ministerial Alliance to give the invocation.

Councilman Steve Bowles then led in the Pledge of Allegiance.

Councilman Brian Woolley entered the meeting at approximately 6:32 p.m.

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 explained the subject property, which is located off Old St. James Road, consists of 10 acres and is zoned R-3 (Multi-Family District). Mr. Petersen noted City Code requires a site plan be submitted to the Planning and Zoning Commission and the Rolla City Council for approval. He pointed out the subject development would consist of ten groups of four units (40 single-family attached units). Mr. Petersen indicated all residential lot splits require either the dedication of parkland or a fee-in-lieu-of payment. He said Parks and Recreation Director Scott Caron prefers a fee-in-lieu-of payment of $6,100. However, he informed the Council the developer is requesting the fee-in-lieu-of payment be waived and the $6,100 payment be considered as part of the expense to build a community center and recreation facility to serve the

FEBRUARY 17, 2015
I. PUBLIC HEARINGS (continued)

(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) (continued): recreation needs of the Country Hills residents. Mr. Petersen reported the Planning and Zoning Commission recommend approval of the subject site plan and recommend waiving the $6,100 to help offset some of the cost of constructing the community center. He added the applicant has requested the Council consider the first and final readings of the subject ordinance at this meeting.

Some of the discussion that followed pertained to constructing a sidewalk along Old St. James Road adjacent to the development.

Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject site plan.

Mr. Ray Schweikhardt, 1342 S. Rolla Street, stated he is opposed to waiving the $6,100 for fee-in-lieu-of parkland. He said the City is in a big enough bind with its parkland and park money. Mr. Schweikhardt asked the Council to take the payment.

No one else present addressed the Council. Mayor Magdits closed the public hearing.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: 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).

A motion was made by Morris and seconded by Bowles to amend the subject ordinance by declining to remove the fee-in lieu for payment. After some discussion, a voice vote on the motion showed nine ayes, one nay, and two absent. Motion carried.

Ms. Buschjost then read the following proposed ordinance, for its first reading by title, as amended. ORDINANCE: 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), with the following amendment placed at the end of the second to last sentence: “The Council declined to waive the fee in lieu for payment.”

Mayor Magdits indicated City Administrator John Butz would discuss the sidewalk issue with the developer before the next Council meeting.

FEBRUARY 17, 2015
I. PUBLIC HEARINGS (continued)

(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 explained the subject property is owned by Rolla Municipal Utilities (RMU) and consists of approximately 300 square feet. The property contains a small structure serving as a well house and RMU plans to construct a new well house on the property. Mr. Petersen told the Council the property is currently zoned R-1 (Single Family District). Since the land use is governmental, RMU is requesting the property be rezoned to GI (Government/Institutional District). The Planning and Zoning Commission recommend approval of the requested rezoning.

Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject-rezoning request. No one present responded. Mayor Magdits closed the public hearing.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4186: AN ORDINANCE TO REZONE A FRACTIONAL PART OF LOT 12 OF THE OAK KNOLL SUBDIVISION LOCATED AT 803 SOUTHVIEW DRIVE FROM R-1 (SINGLE FAMILY DISTRICT) ZONING TO GI (GOVERNMENT/INSTITUTIONAL) ZONING (RMU). A motion was made by Long and seconded by Sawyer to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Woolley, Bowe, Miller, Williams, Hines, Bowles, Long, Morris, Sawyer, and Eudaly. Nays: None. Absent: Bahr and Jordan. Motion carried. The ordinance passed.

II. SPECIAL PRESENTATIONS

(A) Rolla Municipal Utilities (RMU) FY 2015 First Quarter Report: Rolla Municipal Utilities General Manager Rodney Bourne provided a brief overview of the Rolla Municipal Utilities' (RMU) first quarter report. He noted the complete report is available for review at www.rollamunicipalutilities.org.

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 informed the Council the property owners of the Cedar Trail Planned Unit Development (PUD) would like to sell some of their property. The applicant is proposing to revise the Cedar Trails Subdivision by renumbering Lot 2 and creating two new lots to allow the construction of not more than nine, single story, four-plex dwelling units. Mr. Petersen explained the Planning and Zoning Commission recommend approval.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4187: 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). A motion was made by Morris and seconded by Bowle to suspend the rules and the ordinance be read for its final reading by title. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Long to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Sawyer, Eudaly, Hines, Miller, Bowe, Williams, Bowles, Long, Morris, and Woolley. Nays: None. Absent: Bahr and Jordan. Motion carried. The ordinance passed.

(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 referred the Council to two agreements for STP-Urban Funding. Typically, STP Urban (Surface Transportation Program Urban) Funds are an entitlement through the Federal Government and administered by the State. Mr. Hargis said it is money the City can use to conduct improvements on its primary routes (both State and City-owned) within the city. The first project is for backup power for traffic signals. Mr. Hargis explained there are fourteen locations on city routes and seven locations on State routes. He noted the State has already completed backup power on seven of their intersections and this project would complete the remaining seven. In the event of a power outage, all signals would have backup power.

Mr. Hargis noted the second project is for centerline striping along the major routes within the city. Once theses stripes have been completed, City crews would maintain them.

FEBRUARY 17, 2015
IV. NEW BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Execute an STP-Urban Program Agreement with the Missouri Highways & Transportation Commission for Signal Backup Power (continued): Mr. Hargis informed the Council the backup power project cost is about $260,000 and the striping project cost is about $25,000. The STP-Urban Funds will help fund these improvements with an 80% Federal match and 20% City match.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4188: 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. A motion was made by Morris and seconded by Eudaly to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Morris and seconded by Long to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Morris, Woolley, Miller, Williams, Hines, Bowles, Bowe, Sawyer, Eudaly, and Long. Nays: None. Absent: Bahr and Jordan. Motion carried. The ordinance passed.

(C) Ordinance Authorizing the Mayor to Execute an STP-Urban Program Agreement with the Missouri Highways & Transportation Commission for Pavement Markings: City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4189: 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. A motion was made by Eudaly and seconded by Sawyer to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Hines, Long, Williams, Miller, Eudaly, Sawyer, Bowles, Woolley, Morris, and Bowe. Nays: None. Absent; Bahr and Jordan. Motion carried. The ordinance passed.
IV. NEW BUSINESS (continued)

(D) Ordinance Authorizing the Mayor to Execute the "Major Transportation Funding Partners" MOU: City Administrator John Butz recalled that during its last meeting the Council authorized the Mayor to execute a contract with HNTB to provide major transportation planning along Rolla's primary routes, i.e., Highway 63, Bishop Avenue, Highway 72 extension, Kingshighway, Tenth Street. The Council approved this with the premise that the City was working with UTW, the preferred developer for Rolla West, the hospital, and the university and all agreed to equally split that funding ($37,500 each, not to exceed). Mr. Butz referred the Council to the Memorandum of Understanding (MOU) that lays out the expectations of the four parties. He relayed that everyone has reviewed the MOU and are supportive of it. Mr. Butz added the changes to the indemnification clauses have been made and were approved by HNTB.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4190: 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. A motion was made by Eudaly and seconded by Long to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed nine ayes, one nay, and two absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Long to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Eudaly, Bowles, Williams, Hines, Woolley, Long, Bowe, Sawyer, Morris, and Miller. Nays; None. Absent; Jordan and Bahr. Motion carried. The ordinance passed.

(E) Resolution Granting a Five-Year Extension to the Rolla National Airport Agricultural Lease: City Administrator John Butz informed the Council that Mr. Russ Adams has been working with the City at the Rolla National Airport since 1995. He said Mr. Adams has done a nice job and been very conscientious. He recalled that five years ago, Mr. Adams exercised his option for a five-year renewal and at that time, staff recommended the work be bid out at the end of that five-year term. Mr. Butz said the City really has no idea of the market value of the improvements or acreage, since it has not been bid since 1995. He indicated, however, that the Council was very comfortable granting another five-year extension. By the letter in the Council packets, Mr. Butz explained that Mr. Adams is exercising his option for a five-year extension that would continue through March 2020. Additionally, Mr. Adams is requesting Council consideration for an additional five years at his option on the back end that would take it
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IV. NEW BUSINESS (continued)

(E) Resolution Granting a Five-Year Extension to the Rolla National Airport Agricultural Lease (continued): through 2025. While it has been a good working relationship, Mr. Butz said he contends the City does not have a feel for how that property can best be utilized without getting to the point where it can be bid. Mr. Butz said staff is not making the recommendation to grant an additional five-year extension. Mr. Butz then outlined the proposed changes to the lease for the next five years.

Mr. Russ Adams, who addressed the Council, said he lives east of Vichy, with a St. James, Missouri mailing address. He explained the agricultural area is not a usual farm, rather an airport operation. Mr. Adams said he believes he has adapted well to the aviation enterprise. He indicated he has made some improvements to property over the years and believes there are additional improvements to be made which are primarily agricultural, but they would increase the value for future leases. Mr. Adams asked the Council that he be given the ability to have an option to renew the lease for another five years after the 2020 extension.

After some discussion, City Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title. RESOLUTION NO. 1836: 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. Following additional discussion, a motion was made by Williams and seconded by Woolley to approve the proposed resolution. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried. The resolution passed.

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Resolution Authorizing the Mayor to Execute a Financing Contract with US Bank, Missouri: Finance Director Steffanie Rogers informed the Council that staff received bids for the financing of a vibratory roller and dump truck for the Public Works Department. She reported seven bids were received and staff is recommending the bid be awarded to US Bank at 1.74% for five years with an annual appropriation of $40,851.03,

City Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title. RESOLUTION NO. 1837: A RESOLUTION AUTHORIZING THE
V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(A) Resolution Authorizing the Mayor to Execute a Financing Contract with US Bank, Missouri (continued): 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. A motion was made by Williams and seconded by Eudaly to approve the proposed resolution. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(B) Motion Awarding Underwriter Services for FY 2015 and Future Projects: Finance Director Steffanie Rogers explained that during the budget process for FY 2015, staff was authorized to pursue $3 million in underwriting services for financial advisory services for financing Street capital improvements and future bond issuances and/or special projects that may arise over the next three years. She informed the Council that Requests for Qualifications (RFQs) were requested for these services and three RFQs were received from Oppenheimer, Edward Jones, and WM Financial Strategies. Ms. Rogers said staff is recommending the RFQ be awarded to Oppenheimer as an underwriter.

A motion was made by Williams and seconded by Long to award the Underwriter Services for FY 2015 to Oppenheimer. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

VI. MAYOR/CITY COUNCIL COMMENTS

(A) Proclamation in Support of Fort Leonard Wood: Mayor Magdits noted the Department of Defense is asking the Pentagon to significantly cut (over $1 trillion) missions, realignments, and personnel over the next decade. Fort Leonard Wood is considered the fifth largest employer in the State of Missouri and contributes some $3 billion per year and 36,000 jobs to our local area. Additionally, Mayor Magdits noted an estimated 200,000 people visit Fort Leonard Wood for military graduations, which has an impact on visitors and tourism to our area. Since the Council is scheduled to meet on March 2, which is also the date of the Fort Leonard Wood listening session, the suggestion was to at least show the City’s support in the form of a proclamation. Mayor Magdits then read the last paragraph of the subject proclamation as follows: “NOW, THEREFORE, BE IT RESOLVED, that the City of Rolla by means of its City Council and Mayor Louis J. Magdits, IV, hereby strongly urge the United States Department of Defense and Missouri’s Congressional delegation to protect, promote, and leverage Fort

FEBRUARY 17, 2015
VI. MAYOR/CITY COUNCIL COMMENTS (continued)

(A) Proclamation in Support of Fort Leonard Wood (continued): Leonard Wood and Missouri's other military bases and agencies, to keep the number of military personnel in the state intact, and to preserve defense industry procurement so that Missouri may continue to support the defense and protection of the United States and keep its economy in sound fiscal condition." A motion was made by Williams and seconded by Bowles to approve the proposed proclamation. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(B) Reappointment of Mr. Tom Thomas and Mayor Lou Magdits to the Tax Increment Financing Commission (TIF), February 2019: A motion was made by Williams and seconded by Bowles to reappoint Mr. Tom Thomas and Mayor Lou Magdits to the Tax Increment Financing Commission (TIF) until February 2019 each. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(C) Reappointment of Mr. Steven B. Shields to the Planning & Zoning Commission, February 2019: A motion was made by Long and seconded by Sawyer to reappoint Mr. Steven B. Shields to the Planning and Zoning Commission until February 2019. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

VII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to anyone wishing to address the Council. No one present responded.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) Approval of Ordinances: Mayor Magdits said it is certainly the Council's prerogative, but it seems with increasing frequency, the Council is waiving the rules on some of the ordinances. He pointed out that some fall into the normal course of business, but there are some that involve adjacent property owners. Mayor Magdits said it may seem straightforward and nobody has approached the City, but sometimes by the virtue of this meeting and the articles in the paper and people watching on television, some of the neighbors use that second two weeks to think about it. Mayor Magdits asked the Council to consider this on some of these waivers. Additionally, he pointed out the Council previously required applicants to come in person to state their case on why the Council

FEBRUARY 17, 2015

I.A.15.
COUNCIL MEETING MINUTES
FEBRUARY 17, 2015
PAGE 10

VIII. COMMENTS FOR THE GOOD OF THE ORDER (continued)

(A) Approval of Ordinances (continued): should consider waiving the rules and conduct the final reading of an ordinance. Mayor Magdits pointed out that it seems, as of late, applicants are not even bothering to put in writing a request to waiver.

(B) Proposition P: City Administrator John Butz noted Proposition P is scheduled for the April 7, 2015, election and the grassroots effort to support the campaign is beginning. However, from the side of the City, he said the Council should understand what happens if Proposition P fails. The impact in the budget that has been adopted is very significant and he believes it is important for the Council to understand it to be able to explain it. Mr. Butz said staff is proposing a special Council Workshop for Monday, February 23, 2015, beginning at 5:30 p.m. to discuss the scope of the budget as it has been adopted and what it will mean on April 7, 2015, if it is not successful.

(C) Street Crew: Councilman Morris thanked the street crew for the job they did in clearing the streets after the last snowfall.

IX. CLOSED SESSION

A motion was made by Williams and seconded by Eudaly to adjourn into Closed Session pursuant to RSMo. 610.021 to discuss legal review. A roll call vote on the motion showed the following: Ayes: Miller, Hines, Woolley, Williams, Bowe Sawyer, Bowles, Long, Eudaly, and Morris. Nays: None. Absent: Bahr and Jordan. Motion carried.

The Council adjourned into Closed Session at approximately 7:57 p.m.

X. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 8:16 p.m.

City Counselor Carolyn Buschjost reported the Council met in Closed Session and discussed a legal matter and no final decisions were made.
XI. ADJOURNMENT

Having no further business, the meeting adjourned at 8:17 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR

FEBRUARY 17, 2015
Rolla Parks and Recreation Annual Report

Prezi

Annual Report
2014

Prezi
Parks and Recreation Purpose

- Provide Positive Recreation Experiences
- Support Economic Development
- Promote Health & Wellness

Provide Positive Recreation Experiences

- 508 Programs Offered
- 4,222 Total Participants in Programs
- Of the 20,000 Rolla residents approximately 95% are within 1 mile walking distance of a park facility.
- 93% of Missourians say recreation activities or things done in non-work time is important to their overall quality of life.
Support Economic Development

- The average single family home appraised at $100,000 would sell for 10% more if located near a park.
- Seattle residents saved $64 million in medical costs as a result of participating in physical activity in parks.
- Teams visiting Ber Juan for tournaments accounted for
  - over 15,000 visitors
  - spent $800,000 in Rolla
  - would not have come to Rolla without the tournament being held here.

Promote Health & Wellness

- Recreation participants rate their health level 15% higher on average than non-participants.
- Research indicates swimming a few times a week lowered blood pressure an average of 9 points.
- Children with a playground within a 1/2 mile of home are 5 times more likely to be a healthy weight.
Parks and Recreation Benefits

- Improving community health
- Fundraisers for Breast Cancer Awareness and Research
- First place of employment for area youth
- Internship program, connecting students to careers
- Recruiting tool for PCRM, MS&T, and other employers offering fitness education to employees
- Offers CPR, First Aid, and AED training to city employees
- Rescue training for local fire departments and other emergency responders
- Tournament site for volleyball, basketball, and chess
- Facilities for High School and University varsity athletic and intramural programs
- Incentive destination for area camps, schools, church groups, etc.
- Community involvement

What does the Rolla Parks and Recreation Department Include?

- 19 Parks
- 15 Playgrounds
- 15 Basketball Courts
- 9 Ball Fields
- 8 Meeting Rooms
- 6.75 Miles Dedicated Walking Trails
- 6 Tennis Courts
- 6 Pavilions
- 6 Trails
- 5 Batting Cages
- 5 Soccer Fields
- 2 Recreation Centers
- 2 Sand Volleyball Courts
- 2 Multi-Use Fields
- 2 Festival Lots
- Downtown Bandshell
- Cemetery
- 9-Hole Disc Golf Course
- Exer-Trail
- SplashZone Water Park
Community Involvement

Special Events Participation

- Boot, Kios, Kick
- Zombie Zumba
- Heart 2 Heart
- Cardio For A Cure
- Cancer Plunge
- Water Water Wonderland
- Contest of Costumes
- Youth Fishing Day
- Firecracker 4U
- Pictures with Santa
- Lego Events
- Pitch, Hit, Fun
- Grand Family Festival
- Halloween Bash
- Daddy Daughter Dance
- Breakfast With the Bunny

The Centre

- Separated The Centre from the Parks Fund
- Attendance increased 1% over 2013
- Initiated member retention procedures
- Began offering a Rewards Point System
- Scheduled 8,115 Facility Reservations
Aquatics

- Partnered with Rolla Fins to use Facilities while MS&T pool was closed for renovations
- Coordinated aquatic safety training for USGS & Department of Conservation
- Installed ultraviolet sanitization into Kiwanis Natatorium
- Taught swimming lessons to nearly 500 children

Fitness

- 9,751 participants in Group Fitness
- 2,175 hours in Personal Training
- 128 New Member Fitness Consultations
Recreation

- Increased number of programs by 16%
- Increased program enrollment by 14%
- Introduced 2 science programs, 4 Lego Brick programs, Dance classes (including Tap, Ballet, Ribbon, Pom, and Hip-Hop)
- Maintained average of 27 in Afterschool Program, and offered full days when school was out
- Served 3,714 kids in Homeschool Fun & Games

Parks

- Developed Coventry baseball infields for better practice facilities
- Veterans Park restrooms being developed and landscaping with trees
- Painted concession building at Berjuan ball field complex
- Developed the Adopt-A-Park program
- Started the Schuman Park Phyto Plot Project with MS&T
- Assisted in developing a Saturday morning Farmer's Market Downtown
- Developed MOU with Rolla Junior Club and SCRVG
Rolla Parks and Recreation Annual Report

Parks is more than just Parks!

- Administration (overhead running Dept.)
- Maintenance (Eugene Northern, City Hall, Library, etc.)
- Parks (parks and cemetery)
- SplashZone
- Outdoor Recreation (softball, baseball, disc golf, etc.)
Recapture Rate of Parks Only

<table>
<thead>
<tr>
<th>Rolla</th>
<th>Lower Quartile</th>
<th>Median</th>
<th>Upper Quartile</th>
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<tbody>
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<td></td>
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Recapture Rate of Parks and Centre

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<tr>
<th>Rolla w/Centre</th>
<th>Lower Quartile</th>
<th>Median</th>
<th>Upper Quartile</th>
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<td></td>
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</table>
Rolla Parks and Recreation Annual Report

Rolla Parks and Recreation Department

1200 Holloway St.
573-341-2386
www.rollacity.org/parks
www.rollacity.org/centre
facebook.com/thecentrerolla
@centrerolla
http://rolla.mindmixer.com/
Parks & Recreation Commission
Meeting Minutes

January 28, 2015   6:30 p.m.
The Centre, Conference Room

Members Present: Dan Cavender, Sharon Clayton, Paul Joyner, Lynn McFarland, Bill Moorkamp, Larry Thomas, and ex-officio member Scott Caron.
Members Absent: Dennis Goodman and Ex-officio members Mayor Lou Magdits and John Butz.
Others Present: None.

1. Call to Order: Dr. Moorkamp called the meeting to order 6:31 p.m.
2. Citizen Comments:
   • None.
3. Approval of Minutes:
   • Mr. Thomas asked for clarification on the Citizen Comments. Mr. McFarland had a resident ask about member forum meetings through email.
   • Motion was made by Mr. Thomas to approve the minutes of December 17, 2014 meeting as amended to include the comments were made through email. Mr. Joyner seconded the motion and the motion was unanimously approved.
4. Director’s Report:
   • Mr. Caron informed the Parks and Recreation Commission Dr. Goodman has asked to resign due to schedule conflicts with his position with the University.
   • The Centre’s transformer went out on January 21. RMU had a replacement and was able to restore power to the building within 4 hours. Staff took the necessary steps to allow for a slow start up, reducing the load and limiting the impact on the equipment. Everything appears to be working as designed.
   • Flyers were distributed December 8 to Rolla & St. James schools to market the January and February youth programs. The Winter Fun Times brochure went to the printer December 1 and was distributed in January.
   • Schedules over the past month have been quite a challenge with holidays, illness and school class changes.
   • The December Lifeguard class only had 2 enrolled. They were transferred to the Lifeguard Training class to January. January Class ended up with 5 enrolled, 4 from Rolla.
   • Water Fitness classes have 106 enrolled for January. This is a 10% increase over December. The morning classes have an average of 14 enrolled, while the evening class has 9 enrolled. Based on the class numbers the pool schedule may change to allow more time for lap swimming.
   • The pool hosted a number of groups and special events in December. A school group from Green Forest had 110 kids. A Cub Scout group from Sullivan brought 60 people for a rental one evening. Winter Water Wonderland on December 26 had light attendance. Winter Wonderland on December 30 had over 30 kids. Kids had fun doing the wet t-shirt race, fastest down the slide, fill the bucket with water squirt guns and the final find the money off the bottom of the pool (about $50 in change was cast into pool, mostly pennies).
   • In December there were 2 burials and no lots sold.

IV. A. L.
• December Group Fitness classes had a total of 724 participants. A total of 91 classes were held during the month. December is typically a slow month for participation due to the holidays and revised schedules.

• As with group fitness classes, personal training was lower for December. Trainers met with clients for 176.5 hours. There were 9 New Member Consultations. A typical month has 4, so those signing up for membership in December were interested in gaining a little more understanding of personal training and the facility. Ask the Trainer had 13 participants, which is similar to November.

• The meeting rooms were utilized 347.25 hours in December. The Multipurpose Room had a utilization of 32.5%. Eugene Northern was available a total of 465 hours and used 132.5 hours for a 28.5% utilization rate. Of the available birthday party slots (20) 6 were utilized for the month.

• Stay N Play had a total attendance of 248 with the mornings receiving the majority of use.

• Although it is winter, the summer schedule for Ber Juan is filling up very quickly. Between March 28 and August 31, there has been tournaments scheduled 16 of the 23 weekends.

• The Winter volleyball leagues started January 22. The recreation league has 12 teams. There were 9 in last year’s league. The competitive league was canceled (had 3 team enter). Had 6 teams in last year’s league.

• Recreation soccer started January 25. There are 4 teams in the league. There was not enough interest in a competitive league.

• Judo continues on Saturday mornings and Monday evenings. There were 10 students enrolled in December. There are 11 in the January program. Karate classes continue to meet Tuesday and Thursday evenings. There were 15 students in the December class. There are 13 in the January program.

• The Noon basketball league continues to be very popular. On most days we have between 15-20 players.

• The girls 7th/8th grade basketball league started January 17. There are 6 teams (St. James, Bland, Sullivan, Rolla and two teams from Salem).

• The first Jr. Hoops basketball program (for boys and girls ages 6 & 7) started January 26. There are 4 girls and 9 boys in this program.

• There were 6 people at the December drop-in for Pickleball.

• Fiber Art Classes have been very popular with the new year. Beginning Quilting started January 5 with four enrolled. Tunisian Crochet started January 6 with six enrolled. Beginning Knitting started January 7 and maxed out with 12 participants. Beginning Crochet started January 8, and maxed out with 12. A second session on Tuesdays (which started January 6) was offered with eight enrolled in that class. Beginning Sewing will start January 9. This class is full with eight enrolled. A second session on Tuesdays (which started January 6) was offered and has five enrolled in that class.

• Stitch It Together was held January 18 with 8 enrolled. This program was for children ages 5-12.

• Overall Centre membership decreased in December due to Student Membership ending. Adult memberships increased by 6% while all others, except Students remained the same.

• Centre Membership compared to last year decreased by 10%.
Although attendance decreased for the month, attendance improved by 1% over last year. Attendance met the 5 year average and exceeded the attendance of the previous 2 years. For the year over 170,000 people visited the facility, which is an average of nearly 500 each day.

Overall Centre revenue for the first quarter of the year is up 10% compared to last year. Much of the increase is due to membership revenue, however all program revenue has increased over last year as well. Rental revenue has decreased, partially due to East Central no longer holding classes at the Recreation Center, but also Eugene Northern revenue is now in the Parks Fund.

The increased membership fees were implemented January 1. Due to the nature of renewals and memberships, the full revenue will not be realized for an entire year.

Centre Expenses have decreased 15% compared to last year. One reason for this is accounting for expenses in the Park Fund. Also, health insurance costs are not included for November and December yet.

The recapture rate for the first quarter is 104%.

Revenue for the Parks Fund is down 6%. Revenue is limited this time of year so big swings can occur.

Parks Expenses are down 8%. Health insurance costs are not included in November and December so this figure will change.

5. Park Sales Tax – Proposition P.

City Council unanimously approved the Park Sales Tax Ordinance – Proposition P. The election is April 7. Also on the ballot will be elections for City Council positions, School Board and 2 school issues.

The Yes for Parks Committee had an initial meeting and will continue to work on educating and promoting.

Mr. Caron has prepared a budget impact report. City Council plans to host a workshop to review. Mr. Caron presented the draft of the report and will forward the presentation.

6. Committee Members’ Communication.

Mr. Thomas asked about daytime meeting room space use, and whether there should be a peak vs. non-peak fee. Mr. Caron will review and implement.

Mrs. Clayton mentioned the Rolla Junior Club Trivia Night. A flyer will be distributed once it is confirmed.

Mrs. Clayton asked about feedback on the Little Tykes Basketball. Mr. Caron will review with staff.

7. Adjournment: Having no further business the meeting was adjourned at 7:40 pm.

Scott Caron, Recreation Center Director, prepared the minutes.
### MATERIALS COLLECTED & SHIPPED
#### FROM RECYCLING CENTER
*(Based on Calendar Year)*

<table>
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<tr>
<th>Material</th>
<th>Jan 2015</th>
<th>Dec 2014</th>
<th>Jan 2014</th>
<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
</tr>
</thead>
<tbody>
<tr>
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<td>112.5 ton</td>
<td>103.4 ton</td>
<td>172.6 ton</td>
<td>103.4 ton</td>
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<td>20.9 ton</td>
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<td>1.6 ton</td>
<td>0.0 ton</td>
<td>10.7 ton</td>
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<td>Tin/Steel Cans</td>
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<td>6.0 ton</td>
<td>5.1 ton</td>
<td>6.0 ton</td>
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<td>Plastic</td>
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<td><strong>210.4 ton</strong></td>
<td><strong>332.1 ton</strong></td>
<td><strong>210.4 ton</strong></td>
<td><strong>2,764.5 ton</strong></td>
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### SERVICES PROVIDED

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<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
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<td>Special Pick-ups</td>
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<td>65</td>
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<td>963</td>
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<td>25</td>
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<td>Households Dropping Off</td>
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<td>78</td>
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<td>Hazardous Waste</td>
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### DISPOSAL TONNAGE
#### (Sanitation Division)

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<tr>
<th>Material</th>
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<th>Dec 2014</th>
<th>Jan 2014</th>
<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
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<tbody>
<tr>
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<td>1,374.2 ton</td>
<td>1,266.2 ton</td>
<td>16,687.9 ton</td>
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### Rolla Police Department
#### CFS Analysis Report
#### 1/1/2015 - 1/31/2015

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<td>Abandoned/Recovered Prop</td>
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<td>Accident Road Blocked</td>
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<tr>
<td>Accident Injury</td>
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<tr>
<td>Accident No Injury</td>
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<tr>
<td>Accident Private Property</td>
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<td>Alarm Fire</td>
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<td>Alarm LE</td>
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<td>Ambulance Needed</td>
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<td>Ambulance Transport</td>
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<td>Animal Control</td>
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<td>Assault</td>
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<td>Assist Agency</td>
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<td>Assist Ambulance</td>
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<td>Assist Citizen</td>
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<td>Assist Fire</td>
<td>8</td>
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<td>Assist Law Agency</td>
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<td>BUILDING CHECK</td>
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<td>Burglary</td>
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<td>Busy/Out At</td>
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<td>Call for Police</td>
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<td>Check Well Being</td>
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<td>Confidential Invest.</td>
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<td>Crossing Guard</td>
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Total 2736
January 2015

Part I Crimes

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## ANIMAL CONTROL MONTHLY TOTALS

### January 2015

### ANIMALS IMPOUNDED

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<th>2014 YTD Total</th>
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### ANIMAL DISPOSITION

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No exceptions noted

*Information Displayed Per User Security Authorization*

*Confidential - For Court Use Only*
Report: CZR0081G

MISSOURI JUDICIARY
ROLLA MUNICIPAL COURT
OPEN ITEMS DETAIL REPORT
AS OF DATE: 30-Jan-2015

BANK NAME: First Community National Bank - Rolla
BANK ACCOUNT NUMBER: 0299537

OTHER GENERAL LEDGER ACCOUNTS

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TOTAL OTHER GENERAL LEDGER ACCOUNTS 18,723.00

NOTE
The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.

*Confidential - For Court Use Only*
FINANCIAL STATEMENT
JANUARY 2015

RECEIPTS:
Electric, Water, Tax, Sewer and Refuse Charge $3,125,044.44
Accounts Receivable - Miscellaneous $41,344.51
Customer's Deposits - Refundable $63,767.00
Misc Non-Operating Revenue $5,323.64
Total Receipts $3,226,479.59

Super-Now Account Interest (December 31, 2014) $82.07
Money Market Account Interest (December 31, 2014) $6,737.15
Electronic Payment Account Interest (December 31, 2014) $49.35
Public Utility Cash In Bank (December 31, 2014) $23,419,127.10
Total Receipts and Cash In Bank $26,663,475.26

DISBURSEMENTS:
Power Purchased $1,972,197.42
Operating Expenses $107,510.25
Administrative and General Expenses $154,920.12
Payroll $143,187.39
Electric and Water Capital Expenditures $52,752.64
Stock Purchases (Inventory) $130,148.21
Balance of Customer's Deposits after Finals $20,940.21
Medical, Dental, Vision and Life Insurance Paid by Employees $15,716.75
U.S. Withholding Tax $23,174.83
Missouri Dept. of Revenue (Sales Tax) $39,176.21
Missouri Dept. of Revenue (Income Tax) $8,299.00
Phelps County Bank (Social Security) $30,358.50
Sewer Service Charge $205,867.82
Refuse Service Charge $159,169.12
Purchase U.S. Treasury Bill / Certificates of Deposit $0.00
Unclaimed Deposits $0.00
PILOT to City of Rolla $120,489.80
Standpipes Lease/Purchase $4,881.25
Electric Power Supply Infrastructure Lease/Purchase $90,659.22
Deposit Refund $2,500.00
Primacy Fees $0.00
Void Checks: $0.00
Total Disbursements $3,282,036.74

Cash in Bank (January 31, 2015) $23,371,416.52
Total Disbursements and Cash in Bank $26,663,475.26

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:
Central Federal Savings & Loan, Check #1189 for $1,025.73 $2,000.00
Citizens Bank of Newburg, Check #1189 for $876.73 $2,494.53
Phelps Co Bank-Electronic Payment Account, Check #1053 for $139,266.52 $59,494.53
Phelps Co Bank-Money Market $3,302,556.60
Phelps Co Bank-Super Now, Checks #22234 thru #22231 for $3,282,058.74 $3,121,505.52
Town & Country Bank, Check #1189 for $1,132.06 $4,031.94
Regions Bank, Check #1191 for $325.80 $2,000.00
Total Public Utility Accounts $6,584,083.52

ELECTRIC RESERVES:
Certificates of Deposit $0.00
Money Market Account $14,293,067.00
U.S. Treasury Bills $0.00
Total Electric Reserves $14,293,067.00

WATER RESERVES:
Certificates of Deposit $0.00
Money Market Account $2,494,286.00
U.S. Treasury Bills $0.00
Total Water Reserves $2,494,286.00

TOTAL RESERVES: $16,787,333.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES: $23,371,416.52
## STATISTICS

### JANUARY 2015

### PRODUCTION

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
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<tbody>
<tr>
<td>Date of Demand</td>
<td>01/08/2015</td>
</tr>
<tr>
<td>Time of Demand</td>
<td>07:25 AM</td>
</tr>
<tr>
<td>Scada Demand</td>
<td>67,690.0</td>
</tr>
<tr>
<td>kWhs Purchased</td>
<td>32,259,745</td>
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<tr>
<td>Total Cost</td>
<td>$2,161,813.19</td>
</tr>
<tr>
<td>Cost per kWh</td>
<td>0.067013 *</td>
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<tr>
<td>Load Factor</td>
<td>65.7%</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Well</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pumped #2 Well</td>
<td>8,659,000</td>
</tr>
<tr>
<td>Pumped #3 Well</td>
<td>0</td>
</tr>
<tr>
<td>Pumped #4 Well</td>
<td>2,381,000</td>
</tr>
<tr>
<td>Pumped #5 Well</td>
<td>0</td>
</tr>
<tr>
<td>Pumped #6 Well</td>
<td>2,822,000</td>
</tr>
<tr>
<td>Pumped #7 Well</td>
<td>753,000</td>
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<tr>
<td>Pumped #8 Well</td>
<td>1,417,000</td>
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<tr>
<td>Pumped #9 Well</td>
<td>4,905,000</td>
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<tr>
<td>Pumped #10 Well</td>
<td>3,874,000</td>
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<tr>
<td>Pumped #11 Well</td>
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<td>Pumped #12 Well</td>
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<td>Pumped #14 Well</td>
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<td>Pumped #15 Well</td>
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<td>Pumped #17 Well</td>
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<td>Pumped #1 Ind Park Well</td>
<td>1,898,000</td>
</tr>
<tr>
<td>Pumped #2 Ind Park Well</td>
<td>1,473,000</td>
</tr>
</tbody>
</table>

| Total Gallons     | 64,433,000  |

### ELECTRIC SALES

<table>
<thead>
<tr>
<th>Type</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential kWh</td>
<td>13,310,999</td>
</tr>
<tr>
<td>Commercial - Single Phase kWh</td>
<td>1,936,476</td>
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<tr>
<td>Commercial - Three Phase kWh</td>
<td>2,963,138</td>
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<tr>
<td>Power Service kWh</td>
<td>7,759,240</td>
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<tr>
<td>Industrial kWh</td>
<td>5,326,400</td>
</tr>
<tr>
<td>Area/Street Lighting kWh</td>
<td>94,130</td>
</tr>
<tr>
<td>Rental Lights kWh</td>
<td>96,710</td>
</tr>
<tr>
<td>Total kWh Sold</td>
<td>31,517,093</td>
</tr>
<tr>
<td>Demand kW</td>
<td>26,471</td>
</tr>
<tr>
<td>Revenue</td>
<td>$2,917,588.61</td>
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<tr>
<td>Monthly Loss</td>
<td>2.30%</td>
</tr>
<tr>
<td>Fiscal Year to Date Loss</td>
<td>10.36%</td>
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### WATER SALES

<table>
<thead>
<tr>
<th>Type</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Gallons</td>
<td>27,544,000</td>
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<tr>
<td>Commercial - Single Phase Gallons</td>
<td>4,997,000</td>
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<tr>
<td>Commercial - Three Phase Gallons</td>
<td>3,665,000</td>
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<tr>
<td>Power Service Gallons</td>
<td>7,484,000</td>
</tr>
<tr>
<td>Industrial Gallons</td>
<td>160,000</td>
</tr>
<tr>
<td>Missouri S&amp;T Gallons</td>
<td>2,662,000</td>
</tr>
<tr>
<td>PWSD #2 Gallons</td>
<td>1,318,000</td>
</tr>
<tr>
<td>Total Gallons Sold</td>
<td>47,830,000</td>
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<tr>
<td>Revenue</td>
<td>$212,929.49</td>
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<tr>
<td>Pumping Cost, Electric</td>
<td>$28,147.51</td>
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<tr>
<td>Monthly Unidentified Loss</td>
<td>15.33% **</td>
</tr>
<tr>
<td>Fiscal Year to Date Unidentified Loss</td>
<td>13.58% ***</td>
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### METERS IN SERVICE

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<tr>
<th>Type</th>
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<th>Water</th>
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</thead>
<tbody>
<tr>
<td>Residential</td>
<td>7,736</td>
<td>6,291</td>
</tr>
<tr>
<td>Commercial - Single Phase</td>
<td>958</td>
<td>507</td>
</tr>
<tr>
<td>Commercial - Three Phase</td>
<td>458</td>
<td>248</td>
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<tr>
<td>Power Service</td>
<td>129</td>
<td>123</td>
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<tr>
<td>Industrial</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>Area/Street Lighting</td>
<td>41</td>
<td>7</td>
</tr>
<tr>
<td>Missouri S&amp;T</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>PWSD #2</td>
<td>416</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>9,328</td>
<td>7,598</td>
</tr>
</tbody>
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* Energy losses are not included in this statistic and are estimated at an additional 12%.

** Loss includes 6,726,460 gallons per water main flushing records.

*** FY loss includes 18,225,860 gallons per water main flushing records.
OPERATION MANAGER'S REPORT

ELECTRIC DEPARTMENT

(E1) Dewing - Industrial Substations
- New three-phase 12kV overhead distribution system
  tie-line installation and 12kV conversion;
  (29) poles; project length 8,250'
  Started, November 5, 2013
  Completed, January 29, 2015

(E2) Hy Point Industrial Park
- 34kV system upgrades; (2) reclosers, replace poles,
  and static wire installation
  Started, July 16, 2014
  Ongoing

(E3) Grove Substation
- Installation of additional recloser and new underground
  distribution feeder circuit
  Started, September 15, 2014
  Ongoing

(E4) RMU Fiber and Communications
    Hy Point Industrial Park
- Fiber optic cable installation
  Started, October 17, 2014
  Ongoing

(E5) 120-124 East 6th Street
    501-505 North Oak Street
    (new townhouses)
- New pole, transformer and meter installation
  Started, December 29, 2014
  Ongoing

(E6) 3rd Street, from Elm Street to Oliva Street
- Rebuild/reconductor single-phase overhead
  distribution system; (6) poles, 550’ project length
  Started, January 30, 2015
  Ongoing

(E7) 303 North Oak Street
    (new apartments)
- New pole, underground primary, transformer and
  meter installation
  Started, January 30, 2015
  Ongoing

(E8) Forest Drive
    (Linc-Barnitz Subdivision)
- New single-phase 12kV overhead distribution system
  installation
  Started, February 13, 2015
  Ongoing

(E9) Pi Kappa Theta Fraternity
    707 State Street
    (new building)
- New three-phase underground primary, transformer and
  meter installation
  Started, February 6, 2015
  Ongoing

WATER DEPARTMENT

(W1) 2nd Street, from Walnut Street to Poe Drive
- Replace existing 4” cast iron with 8” PVC
  Started, December 2, 2014
  Ongoing

MISCELLANEOUS

Witnessed automatic transfer programming and
factory acceptance test of 34kV reclosers for
Hy Point Industrial Park project
Boingbrook, Illinois
February 17-19, 2015

- Attended by: Nathan Randolph
  Eric Seest
REGULAR SESSION - January 27, 2016
~ Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m. ~

The meeting was called to order at 4:30 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

Board members: Vice President Albert Crump Jr.
Secretary Matthew Z. Williams
Vice Secretary Dr. Wm. E. Showalter

RMU Staff: General Manager Rodney P. Bourne, P.E.
Operations Manager Tom Parker
Business/Finance Manager Dennis Roberts
Staff Engineer Vicki Cason, P.E.

Minutes submitted, according to Agenda, by RMU's Executive Administrative Assistant, Susan Watkins.

I. APPROVAL OF MINUTES
Crump made a motion, seconded by Williams, that November 25, 2014 Board meeting Regular and Executive Session minutes be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)
[Hochschild, Bloom and Company, LLP were unable to attend and present the FY2014 audit. Bourne stated they will make their presentation at the February 2015 meeting.]

IV. STAFF REPORTS
A. BUSINESS/FINANCE MANAGER'S REPORT (D. Roberts)
   1. a. Roberts reviewed the Statement of Income & Expenses report for September 2014 (Period 14). The year-end adjustment for this period totaled $402,960.00. The final Year-to-Date Net Income totaled $304,960.85. [In comparison, FY2013 ended with a Net Loss of $124,847.53.]
   b. Roberts reported on the following Statement of Income & Expenses reports:
      November 2014
      • November 2014’s Net Loss was $227,481.51, an increase of $57,604 over November 2013; Year-to-Date (YTD), the Net Loss was $280,896.43, an increase of $16,736 over 2013’s YTD.
      December 2014
      • Comparing December 2014 to December 2013, Total Operating Income increased $24,484; Purchased Power expense decreased $6,394; Total Operating Expenses increased $2,723, resulting in an Operating Loss of $189,651.72, a decrease of $21,760; Total for Other Income decreased $19,465, resulting in a Net Loss for December 2014 of $154,195.57, a decrease of $2,296 from December 2013.
      • Comparing Year-to-Date, Total Operating Income increased $64,394; Purchased Power expense increased $75,934; Total Operating Expenses increased $41,921, resulting in an Operating Loss of $555,219.82, a decrease of $22,473; Total Other Income decreased $3,441, resulting in a Net Loss of $435,092.00, a decrease of $19,032.
   2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for November and December 2014 which included the following public utility account checks and transfers:
      Public utility checks
      • Phelps Co Bank - Super Now, Checks #22080-22233
      • Phelps Co Bank - Electronic Pmt Acct, Check #1051-1052
      Transfer of funds
      • Central Federal Savings & Loan, Check #1187-1188
      • Citizens Bank, Check #1187-1188
      • Regions Bank, Check #1187-1188
      • Town & Country Bank, Check #1187-1188

Williams made a motion, seconded by Crump, the reports be approved as presented and forwarded to the City. Motion passed unanimously.

3. Roberts reported that RMU received 100% score on the recent annual evaluation performed last week by MIRMA Loss Control Consultant Kelly Beets. Bourne stated that this is an year long effort on the part of both Management and staff with daily, weekly, and monthly reports and inspections. He commended everyone for their continued diligence.

B. STAFF ENGINEER'S REPORT (V. Cason)
   1. Development Review Committee meeting. Cason attended a DRC meeting on November 25, 2014 with one item on the agenda - Subdivision (Wands). RMU requested a 7.5' utility easement (along the south property line adjacent to 5th Street.)
2. Update on Contract Work. Cason reported the Water Service Line replacement work continues. The project has not gone as RMU had hoped with numerous problems, such as copper lines breaking when being pulled, broken corporation stops, contractor not on the job, equipment problems, etc. The contractor was on the job site yesterday, and has assured RMU they will remain on the project until it's completion.

3. Annual reports on:
   a. Net Metering. RMU is required by state statute to annually make notice of the availability of the Net Metering program and to report the statistics on existing Net Metering customers. For 2014, RMU reported:
      - Customer-Generator facilities: 8
      - Estimated Generating Capacity: 41.2 kW (kilowatt)
      - Estimated Net Kilowatt-Hours (kWh) received: 5,931 kWh
   b. Web Statistics. RMU's website had a total of 103,689 hits in 2014 which averages to 8,640 per month. This is a 106% increase from 2013. Top pages viewed were:
      - Customer Service, Payment Options - 3,843 hits (320 hits/month);
      - Contact Us - 3,797 (316 hits/month);
      - Customer Service, Rates & Fees - 2,761 (230 hits/month);
      - Customer Service page - 1,334 (111 hits/month);
      - Electric Service, Rates & Deposits - 1,271 (105 hits/month)
   RMU's Conservation pages experienced a strong increase of hits in 2014 than in 2013.
      - Water Conservation - 374 (31 hits/month) up from 187 in 2013;
      - Electric Conservation - 771 (64 hits/month) up from 153 in 2013.

C. OPERATION MANAGER'S REPORT (T. Parker)
   1. Update on Current RMU projects

   ELECTRIC DEPARTMENT -
   (E2) Hy Point Industrial Park. 34kV system upgrades; (2) reclosers, replace poles, and static wire installation. Started July 16, 2014. Ongoing.

WATER DEPARTMENT -
(W1) Arkansas Avenue, from Iowa Street to Holloway Street. Replace existing 10" ductile iron with 8" C900 plastic. Installed 20 ft 6" PVC; 300 ft 8" PVC; 20 ft 12" PVC; 20 ft 16" PVC; (1) fire hydrant. Started, October 20, 2014. Completed November 25, 2014.
(W2) 2nd Street, from Walnut Street to Poe Drive. Replace existing 4" cast iron with 8" PVC. Started December 2, 2014. Ongoing.
(W3) 707 N. State Street. (1) 4" water tap; (1) 6" water tap. Completed December 29, 2014.

MISCELLANEOUS -
(1) RMU Substation Transformers. Transformer oil testing and analysis by United Power Services Inc. Samples taken October 16, 2014. Received test results November 26th with recommendation to re-test Bridge School Rd Substation quarterly.
2. Reliability statistics. Parker reviewed the Yearly Reliability Report on RMU with the following statistics:
      - Average Service Availability Index = 99.9926%
      - Customer Average Interruption Duration Index = 20.533%
      - System Average Interruption Duration Index = 70.486%
      - System Average Interruption Frequency Index (Interruptions 5 minutes or longer) = 1.817%
      - System Average Interruption Frequency Index (all) = 3.433%
   b. Outage Causes (calendar year 2014):
      - Power Supply: 1 (generation, transmission, overloaded)
      - Equipment: 31 (damage, failure, defect)
      - Natural: 62 (wildlife, weather, vegetation, lightning)
      - Utility Human Error: 0 (maintenance, construction, operations)
      - Non-Utility Incident: 7 (excavation, vandalism, fire, foreign object, vehicle accident)
      - Unknown: 16 (cause was not found)
      - Total Outages: 117
   c. Utility Health. In 2013, the Customer Average Interruption Duration Index (CAIDI) for RMU customers was a little over 45 minutes. This was almost a third of Ameren UE's for the same time period. Since RMU is local, we can respond quicker - local service, local control. For 2014, the CAIDI decreased to 20 minutes. The 2014 statistics for Ameren UE and KCPL will be out later this year.

3. IECA pole contact expenditure update. Regarding Dowling and Industrial Substation 12kV overhead distribution tie-line, RMU received two (2) estimates from Intercounty Electric last year for make-ready work.
   a. Five poles and four (4) reconfigured poles: $32,289.25 estimate. Parker stated the invoice has been received for the same amount as estimated. (ref. February 25, 2014 Board minutes, under New Business)
   b. Lovers Lane, from 10th Street to Soest: $74,751.91 estimate. Work should be completed soon. The final amount will be reported to the Board once received. (ref. September 30, 2014 Board minutes, under New Business)

C. GENERAL MANAGER'S REPORT (R. Bourne)
   1. Cost of Service Studies. Bourne reported that the electric and water COS studies are underway with a goal to have drafts of each by mid-February. Barrack and Showalter will attend meetings with Management to review the studies, with recommendations brought to the Board.
   2. MC Power solar project update. MC Power is still searching for suitable land and the Interconnection Agreement is being reviewed by legal counsel. A request was received from MC Power asking for a "Letter of Intent to Participate in the Installation of a 3.2MW Solar Farm" to be signed by the City. That document is being reviewed by Bourne and will be discussed with Mayor Magdits on how he would like to proceed. MC Power's goal is to have all three solar projects online by the end of the year.
   3. Miscellaneous
      a. MS&T Humanities Minor. Bourne attended a meeting with MS&T's Curt Elmore, Mayor Magdits and City Administrator John Butz regarding the University starting a Humanitarian Engineering and Science minor. MS&T has approached the City and RMU as additional partners regarding this new program. Students will work approximately 20 hours per semester helping underprivileged populations in the community. This could involve neighborhood clean up projects, energy audits, grant programs, etc. Bourne will attend additional meetings in the near future.
      b. Plum Point & Nebraska City II. Bourne updated the Board with the following information:
         - Plum Point energy plant was having problems with an attenuator valve. The unit that's been offline was started up last week.
         - Nebraska City II is expecting to be back online in March after the turbine problems get resolved.
VI. NEW BUSINESS
Parker stated that the following Request for Bids (RFB)'s are for annual material orders for FY15 electric projects:

A. RFB #15-103E Electric Supplies
   WESCO Did not meet bid $140,048.23
   Fletcher-Reinhart $141,470.01
   Graybar Electric Incomplete bid
   Kriz-Davis Co. Incomplete bid
   Cape Electric Supply Incomplete bid
   Winlectric Incomplete bid
   Irby Electrical Incomplete bid
   HD Supply No bid received
   Butler Supply No bid received
   Staff recommended Fletcher-Reinhart, since WESCO's bid did not meet RMU's bid specifications. Showalter made a motion, seconded by Williams, that a purchase order be issued to Fletcher-Reinhart in the amount of $141,470.01. Motion passed unanimously.

B. RFB #15-104E Utility Poles
   Thomasson Lumber Co $21,942.50
   Bridgwell Resources 22,325.00
   Treated Materials Co 22,870.00
   Kisatchie Treating 22,935.00
   McFarland Cascade 23,220.00
   Kriz-Davis Co 25,278.30
   Staff recommended low bidder. Crump made a motion, seconded by Showalter, that a purchase order be issued to Thomasson Lumber Co in the amount of $21,942.50. Motion passed unanimously.

C. Report on GovDeals.com. (Surplus equipment) Bourne reported, in accordance with the Disposal of Assets requirements, RMU has sold surplus equipment on GovDeals.com (July 17, 2014 - January 20, 2015). During that time period, RMU sold a lot of distribution transformers for $22,947.00 and a 2001 International digger derrick (Truck #6) for $31,000.00. In regard to the digger derrick, Bourne reported that RMU had received a trade-in offer of $17,000.00 prior to listing on GovDeals. Williams made a motion, seconded by Showalter, acknowledging RMU sold the stated items through GovDeals.com. Motion passed unanimously.

Crump made a motion, seconded by Williams, that the Board adjourn to Executive Session to discuss real estate in accordance with RSMo (Supp. 1997) Section 610.021(2). Roll call vote was taken at 5:14 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

VII. EXECUTIVE SESSION

Showalter made a motion, seconded by Williams, that the meeting return to open session. Roll call vote at 5:29 p.m.: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

(OPEN SESSION)
In open session, Bourne reported that during Executive Session, the Board discussed real estate, with action taken.

VIII. ADJOURNMENT
With no further business appearing, Showalter made a motion, seconded by Williams, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:28 p.m.

Nicholas Barrack, President
Matthew Z. Williams, Secretary

The Board's next meeting is scheduled for Tuesday, February 24, 2015 at 4:30 p.m.
MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY FEBRUARY 10, 2015, 5:30 P.M.

Presiding: Paul Stigall, Chairperson
Commission Members Present: Steve Shields, Monte Shields, Janece Martin, Don Brown and Russell Schmidt
Commission Members Absent: Greg Sawyer, Robert Anderson and Jack Morris
City Officials in Attendance: Community Development Director John Petersen and Assistant Planner, Kathy Cochran

Chairperson Stigall called the meeting to order at 5:30 p.m.

I. APPROVAL OF MINUTES
October and December 2014 minutes were approved.

II. REPORT ON CITY COUNCIL ACTIONS
Mr. Petersen reported on the City Council actions from the December 2014 Council Meeting.

III. PUBLIC HEARINGS
A. Request to rezone a fractional part of Lot 12 of Oak Knoll Subdivision (803 Southview Drive) from R-1 (single family) to GI (governmental and institutional) district zoning (RMU).

Mr. Petersen briefed the Commission on the request to rezone a small tract of land from R-1 to GI zoning. Rolla Municipal Utilities own the property, which currently has a well house located on the property. The proposed rezoning is necessary because of RMU’s plan to demolish and rebuild the well house structure, thereby requiring a rezoning to GI to avoid setback, lot area, coverage, open space, parking and other zoning issues. The Staff recommendation is to approve the rezoning request.

The public hearing was opened by Chairperson Stigall. No one came forward to speak for or against the proposed rezoning. There were no questions or concerns expressed by the Commission members. The public hearing was officially closed and a motion was made.

A motion was made by M. Shields, seconded by Martin, to recommend that the City Council approve the rezoning request. The motion carried unanimously.
B. Request to approve the site plan for Lot 2 of Country Hills Subdivision, located at 2101 Old St. James (Hart).

Mr. Petersen briefed the Commission on the request to approve the site plan for Lot 2 of Country Hills Subdivision. He stated that the property had recently been rezoned to R-3. Housing Plus plans to build town houses on the existing acre of property. Mr. Petersen displayed the site plan layout and the building elevations. There will be 40 units, 20 of those will be 2 bedroom units and the other 20 will be 3 bedroom units. He stated that the proposed site plan meets all the requirements with ample space. The Staff recommendation is to approve the site plan.

The public hearing was opened by Chairperson Stigall. The applicant, Debra Schantz Hart of Housing Plus, came forward. She said that she had waited to present the site plan until all the funding was in place. That has now happened so she is ready to present the site plan. She stated that the project met all ADA requirements. They plan to have a swimming pool, an outside covered shelter and a playground with a swing set for the children.

There was a brief discussion among Commission members. The public hearing was officially closed and Chairperson Stigall asked for a motion.

A motion was made by Schmidt, seconded by M. Shields, to recommend that the City Council approve the site plan. Mr. Petersen asked if it was too late to add that the small park be accepted as cash-in-lieu of parkland? He asked the Commissioners who made the motion if they would be willing to add this to their motion and they agreed. The motion was approved by a unanimous vote.

IV. OLD BUSINESS
None

V. NEW BUSINESS

A Request to approve Cedar Trail Planned Unit Development Plat No. 2 (Cedar Trail LLC).

Mr. Petersen presented the Subdivision plat. He said this is a replat of Lot 2 of Cedar Trail PUD. The owners of Lot 2 are subdividing so they may construct no more than 9 single stories, 4-plex dwelling units. The original PUD was approved in March 2009. The Staff recommendation is to approve the subdivision of the PUD.

After a discussion among Commissioners, a motion was requested.
A motion was made by Brown, seconded by S. Shields, to recommend that the City Council approve the subdivision plat. The motion carried unanimously.

VI. REPORT FROM CHAIRPERSON, COMMITTEES OR STAFF
A. Mr. Petersen offered handouts to those members who were not able to attend the recent seminar for Planning and Zoning and Board of Adjustment.

VII. OTHER BUSINESS – CITIZENS COMMENTS
None

Meeting adjourned at 6:10 P.M.
MEMBERS AND OTHERS IN ATTENDANCE:
Vicki Cason, RMU                                  Robert Williams, Fire Dept.
Debbie Shantz Hart, Housing Plus                 Sylvester Furse, Archer-Elgin
Scott Caron, Parks Dept.                         David Forshee, Public Works Dept.
Rob Conaway, Archer-Elgin                        Mike Woessner, Investment Realty
Jeff Meadows, Archer-Elgin                       Brady Wilson, Environmental Services
Darin Pryor, Public Works

The following items were discussed:

1. **Rezoning: fractional part of Lot 12 of Oak Knoll Subdivision from R-1 to GI (RMU):** There were no questions or concerns from Members regarding the rezoning request.

2. **Rezoning: 621 Houston Road from R-1 to R-3 zoning (Clayton):** Mr. Petersen reported that this request may not go to P&Z next month but will be coming soon. He stated that this was the property the City has been trying to clean up for some time. The property has been sold and the new owner is requesting the property be rezoned. There were no comments.

3. **Request to approve Country Hills Site Plan:** John Petersen pointed out that there is a natural buffer of trees between the housing project and the recycling center. Sanitation suggested that there be a cost shared fence put between the properties to keep trash from blowing from recycling into the neighborhood. RMU and Public Works will need Development Plans. Sanitation suggested a central area for trash pickup rather than individual carts. The private drive will need to be wide enough to accommodate trash trucks. Public Works said the private drive will need to be named for Emergency 911 purposes. The owner said the private drive will be called Country Hills Court.

4. **Subdivision: Cedar Trail Planned Unit Development Plat No. 2:** Lot 2 is being re-subdivided. Mike Woessner stated that 9 four-plexes will be built and four of those will be constructed this spring. A central dumpster is planned. RMU requested water service connections be tapped. Public Works pointed that Lot 6 has no road frontage. Public Works also requested a Land Development Permit for the property.
Animal Shelter Fund-Raising Development Committee Minutes

Thursday, January 29, 2015 – City Hall

Members in Attendance: John Butz, Wayne Parry, Shelby O’Keefe, Larry Stratman, Sue Eudaly

Members Absent: Shannon Coatney (locked out of City Hall!), Lee Buhr, Judy Cavender

Others in Attendance: John Redshaw, Lt. Rick Williams

The meeting was called to order by City Administrator John Butz at 5:35 pm in the 3rd floor conference room at City Hall. John briefly reviewed the tentative agenda for the inaugural meeting of the Animal Shelter Fund-Raising Development Committee and welcomed the participants.

The first order of business was the Selection of Officers. John suggested the Committee would need a chairman and vice-chairman and eventually may require a treasurer. John offered that he and the Mayor had previously discussed the chairmanship with Wayne Parry due to his finance experience and involvement with the Meramec Regional Community Foundation. Wayne agreed to serve if asked. Larry Stratman made a motion seconded by Sue Eudaly to nominate Wayne as Chairman. The motion passed unanimously with Wayne abstaining. Sue then nominated Shelby O’Keefe to serve as Vice-Chairman seconded by Larry. The motion passed unanimously.

The second order of business was the distribution of preparatory information on the Animal Shelter project. John provided copies of the City Council agenda item that formed the Committee, the Animal Control year-end reports for 2012, 2013 and 2014, the Shelter Needs Assessment by SPOA (dated Sept, 2014), a copy of the FY 2014/15 Animal Shelter Budget from the City, and a white paper on fund-raising. John briefly reviewed the items and suggested the Committee read through the information at their convenience to become better acquainted with the project scope and Committee responsibilities. John referenced the Needs Assessment that suggested a 5,600 SF facility was needed to support the Rolla/Phelps County region at a projected cost of $2 million. With the generous donation from the late Bob Eck ($441,000) the goal would be to raise between $1.6 million and $2 million for capital construction and an endowment for ongoing operational costs. John pointed out that the City spends between $130,000 – 170,000/year to operate the current Shelter and that other financial demands make additional City funding very unlikely.

The third order of business was a general overview of fund-raising. Wayne provided a brief explanation of the Meramec Regional Community Foundation (MRCF) which is an affiliate agency of the much larger Community Foundation of the Ozarks (CFO). Larry asked if there
were other options for charitable giving, and John suggested that would all need to be researched and considered by the Committee. With the absence of a couple key Committee members it was suggested that the next meeting could focus on a little “Fund-Raising 101” – perhaps facilitated by Judy Cavender, formerly the Development Director for the University’s fund-raising efforts.

The last order of business was the scheduling of the next meeting. The Committee set the next meeting for 5:30 pm on February 19\textsuperscript{th} in City Council Chambers. There being no other business the meeting was adjourned at 6:20 pm.
Animal Shelter Fund-Raising Development Committee Minutes

Thursday, February 19, 2015 – City Hall

Members in Attendance: John Butz, Wayne Parry, Judy Cavender, Shelby O’Keefe, Larry Stratman, Sue Eudaly

Members Absent (excused): Shannon Coatney, Lee Buhr

Others in Attendance: John Redshaw, Lt. Rick Williams & Maria Bancroft (MRCF)

The meeting was called to order by Chairman Wayne Parry at 5:35 pm in the 3rd floor conference room at City Hall. After brief introductions the Committee reviewed the minutes from the meeting of January 29, 2015. The minutes were accepted as presented. Wayne then turned the meeting over to committee member Judy Cavender for a tutorial on fund-raising.

Judy began with a brief overview of a document she titled “Fund-raising 101”. The document focused on finding strengths, building relationships, identifying minefields, and proper documentation of the fund-raising process (recording, collecting and follow-up). Judy pointed out that there is significant preparation work before officially launching a fund-raising campaign. She then reviewed various reasons why donors will give, the types of gifts (i.e. annual, event, major donors, stock appreciation and estate planning). Judy then outlined the fund-raising process of: identify, assess, cultivate, solicit, and stewardship.

The second handout prepared by Judy summarized a sample timeline for a successful effort. Such an effort would include four distinct phases and could easily last 24 – 30 months. The first phase would run from March – June 2015 which would focus on preparing the official “case statement” and key talking points. Such a policy, subject to Council approval, would also address issues of naming rights, signage, and recognition. Phase 2 could run from July – December 2015 and would focus on the key outreach campaign. The goal would be to achieve 60% of the desired goal before launching the public campaign. Phase 3 would be the public campaign that would run through 2016. Phase 4 would run through 2017 with final fund-raising, signage and celebration. The third handout was a sample “Campaign Gift Table” that summarized the number of potential donors to raise $2 million. Realistically such a campaign would require as many as 3,000 donors to be solicited with the intent of getting 700 or more donors ranging from $500 to $100,000.

Judy completed her presentation on a suggestion that a full Case Statement be drafted for the Committee’s review. John Butz and Shelby O’Keefe agreed to assist Judy in drafting same for the next meeting.
Chairman Parry then introduced Maria Bancroft representing the MRPC and the Meramec Regional Community Foundation (MRCF). Maria presented the primary services of the Community Foundation of the Ozarks – a great resource for capital and perpetual care charitable wealth creation. Participation in the CFO would require an application and approval from the governing body or a not-for-profit organization. Maria explained that while the MRCF/CFO can assist with some basic advice on fund-raising campaigns and can assist with campaign materials the real value in their services is the investment of funds and the tracking and financial reporting of donations (i.e. tax implications).

The last order of business was the scheduling of the next meeting. The Committee set the next meeting for 5:30 pm on Thursday, March 5th in the 3rd floor City Hall Conference Room. There being no other business the meeting was adjourned at 6:40 pm.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: 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: 3-2-2015

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). Specifically, Country Hills will offer for occupancy 10 4-plex units 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 foot print” of 7,500 square feet for the first 2 units plus 1,500 square feet for each additional dwelling unit. Of the 10 4-plex units, half will have 2 bedrooms and half 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.

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 --- GI / 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. The developer has agreed to compensate the City for costs incurred to provide sidewalks, curb and gutter along Old St. James Drive fronting Lot 2.

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 was the staff’s recommendation that the Planning and Zoning Commission recommend to the City Council that the requested Site Plan be approved and that the proposed fee-in-lieu payment of $6,100 should be dedicated to assist the developer with the construction of a community recreation center. The Planning and Zoning
Commission voted unanimously at their February 10th 2015 meeting to approve the recommendation to City Council.

However, the City Council voted, at their February 17, 2015 meeting, not to waive the park fee payment of $6,100. Subsequent to the preparation of this report, it was discovered that the parkland fee-in-lieu-of requirement did not apply to the Country Hills project.

The developer has agreed to compensate the City for the purchase of materials associated with the construction of curb, gutter, and sidewalks along the entire frontage of Lot 2 along Old St. James Road.

**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
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, ASfollows:

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: Per Section 42-27, of the Rolla City Code, “Deeding of Public Parks; Alternative Payment In Lieu of Parkland Deeding.” “All residential lot splits of more than two (2) lots shall, as part of the final plat process, deed land or an equivalent fee-in-lieu payment for open space for public use.” Since Country Hills Subdivision is a single lot residential subdivision, Section 42-27 does not apply and no parkland dedication or fee in lieu of is applicable. Per the Country Hills Site Plan, a private playground and community building will be constructed for the residents of the development.

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
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).

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

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SECTION 4: Per Section 42-29, of the Rolla City Code, “Subdivision Improvements,” the developer of Lot 2 Country Hills Subdivision agrees to compensate the City of Rolla for the installation of curb, gutter and sidewalks along the north side of Old St. James Road on property abutting lot 2 of the Country Hills Subdivision.

SECTION 5: This ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

Mayor

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

[Signature]
At the last meeting STP-Urban Program Agreement/Signal Backup Power STP 5200 (915) was approved by Council. The State requested that paragraph (12) (A) be changed. The attached Ordinance will repeal the Ordinance approving the previous contact and authorize the Mayor to execute the new contract. Dollar amounts are not referenced in STP agreements since the improvements are restricted to the balance of funds in the City of Rolla’s account. The first agreement referenced our estimated amounts. We currently have $438,236.74 and this project is estimated to require $18,558.50.

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.
ORDINANCE NO. __________

AN ORDINANCE REPEALING ORDINANCE NO. 4188 AND AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A NEW AGREEMENT IN LIEU THEREOF PERTAINING TO 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 Ordinance No. 4188, approved by the City Council of the City of Rolla, Missouri, during its February 17, 2015, meeting is hereby repealed.

Section 2: 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 new agreement in lieu thereof pertaining to a certain STP-Urban agreement for Project STP-5200(915) 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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 2ND DAY OF MARCH 2015.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

\[\text{V. B.}\]
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 hereeto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:
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 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(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.

(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:

\[V. B.9.\]
(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 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 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.
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:_______________
Exhibit A - Location of Project
<table>
<thead>
<tr>
<th>Intersection</th>
<th>Functional Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Route 63 and Lowes</td>
<td>Other Principal Arterial</td>
</tr>
<tr>
<td>Route 63 and Pine Street</td>
<td>Other Principal Arterial</td>
</tr>
<tr>
<td>Route 63 and Vichy Road</td>
<td>Other Principal Arterial</td>
</tr>
<tr>
<td>Route 63 and 10th Street</td>
<td>Other Principal Arterial</td>
</tr>
<tr>
<td>Route 63 and Route E</td>
<td>Other Principal Arterial</td>
</tr>
<tr>
<td>Route 63 and Fort Wyman Road</td>
<td>Other Principal Arterial</td>
</tr>
<tr>
<td>Route 63 and Lanning Lane</td>
<td>Other Principal Arterial</td>
</tr>
<tr>
<td>Kingshighway and Bryant Drive</td>
<td>Other Principal Arterial</td>
</tr>
<tr>
<td>10th Street and State Street</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>10th Street and Rolla Street</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>10th Street and Pine Street</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>10th Street and Holloway</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>10th Street and Forum Drive</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>Pine Tree Road and Soest Road</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>Pine Street and 7th Street</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>Pine Street and 8th Street</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>Pine Street and 9th Street</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>Pine Street and 11th Street</td>
<td>Minor Arterial</td>
</tr>
<tr>
<td>Pine Street and 12th Street</td>
<td>Minor Arterial</td>
</tr>
</tbody>
</table>
Exhibit B – Project Schedule

**Project Description:** STP-5200(915) - Signal operational improvements to various signals throughout the City of Rolla. The primary improvement is battery backups.

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation for Professional Engineering Services (if applicable)</td>
<td>3/1/2015</td>
</tr>
<tr>
<td>Engineering Services Contract Approved</td>
<td>5/1/2015</td>
</tr>
<tr>
<td>Preliminary and Right-of-Way Plans Submittal (if Applicable)</td>
<td>11/1/2015</td>
</tr>
<tr>
<td>Plans, Specifications &amp; Estimate (PS&amp;E) Submittal</td>
<td>5/1/2016</td>
</tr>
<tr>
<td>Plans, Specifications &amp; Estimate (PS&amp;E) Approval</td>
<td>7/1/2016</td>
</tr>
<tr>
<td>Advertisement for Letting</td>
<td>8/1/2016</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>9/1/2016</td>
</tr>
<tr>
<td>Construction Contract Award (REQUIRED)</td>
<td>10/1/2016</td>
</tr>
</tbody>
</table>

*Note: The dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date deliverable is not approximate and requires a supplemental to adjust.
Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (29 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 80 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under...
this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor’s work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 29 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will see good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor’s association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the `ferral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11248, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the ground of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 25.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

   (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

   (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

   (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1521. The staffing data should represent the project work force on board at all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, with regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon roster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or
will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/w347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(iii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 5;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form VH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3 b. (2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3 a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, apprentices and trainees under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or invoke the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
VI. SUBLIKETING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor’s own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of leasing employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. “Specialty Items” shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1928.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

[Signature] [Date]
" Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 506 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or an explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency will be entitled to terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not debarred, suspended, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

   (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

   (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transaction" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transaction" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Interim Chief Rick Williams

ACTION REQUESTED: 1st & Final Reading

ITEM/SUBJECT: MoDOT Grant Authorization Form

BUDGET APPROPRIATION (IF APPLICABLE): $ N/A

DATE: March 2, 2015

Commentary:

The attached form authorizes the City of Rolla Police Department to apply for traffic grants through the Missouri Department Of Transportation (MoDOT). The grants are 100% funded by MoDOT, so there is no cost to the City of Rolla. This authorization form is simply a formality required annually by MoDOT before approval may be granted.

Some of the things that can be obtained through these grant funds, if approved, are: overtime funding for DWI enforcement/checkpoints and “Hazardous Moving Violation” enforcement (speeding, etc.); in-car cameras to assist in the documentation of violators (especially DWI suspects); radars; trailers and vehicles; etc.

Recommendation:

Motion to approve an ordinance allowing the Mayor and City Clerk to sign an authorization form on behalf of the City of Rolla to permit the Rolla Police Department to apply for free traffic safety grants through the Missouri Department of Transportation.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI DEPARTMENT OF TRANSPORTATION PERTAINING TO GRANTS.

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, an agreement between the City of Rolla, Missouri, and the Missouri Department of Transportation, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

_________________________
MAYOR

ATTEST:

_________________________
CITY CLERK

APPROVED AS TO FORM:

_________________________
CITY COUNSELOR
CITY COUNCIL AUTHORIZATION

On March 2, 2015, the Council of Rolla, Missouri held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Rolla will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

DATE: ____________________

APPROVED:

ATTEST: ____________________

MAYOR

CITY CLERK

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

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

ITEM/SUBJECT: Request by S&T – Interfraternity Council – Sept. 2015 Greek Week Games

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: March 2, 2015

COMMENTARY:

The S&T IFC is again requesting use of the Rolla National Airport Extravaganza site for their Greek Week games on September 11 and 19. The event has taken place for 13+ years and cooperation has generally been excellent. The request includes a license for beer sales, which requires a State license, insurance, security, and bus transportation for all participants with the exception of event organizers.

Recommendation: Motion to approve use of RNA fields for Greek Week Games in September 2015 with proper beer sales.
Mr. John Butz,

I would like to request the use of the Eulessian Fields/Extravaganza Site at the Rolla National Airport on the behalf of the Missouri S&T Interfraternity Council for our Annual Greek Week Games Saturday, September 11th, 2015, and Saturday, September 19th, 2015. I would also enjoy the privilege to work on said fields during times they are not in use to provide maintenance and mowing before the games.

The Council would also like to request to have alcohol present from a local permitted and licensed vendor as we have in years past. We will be hiring two members of the Rolla Sheriff’s Department to check ID’s and will be following or Risk Management Policies approved by the campus for the event. We are currently pursuing the same insurance policy through the Campus as we have used the past couple of years with the city listed as co insured.

I, or someone of our Executive Board, will be able to attend any of the upcoming City Council meetings to answer any questions anyone might have. If you have any questions for me directly, please feel free to call me or email me.

Sincerely,

Joshua Mefford

IFC Fields Chair

Cell: 660-281-7255

Email: jmmkq7@mst.edu
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Contract

ITEM/SUBJECT: Rehabilitating Sanitary Sewer Lines

BUDGET APPROPRIATION (IF APPLICABLE) $200,000 DATE: 3/2/15

COMMENTARY:

Attached is a contract to rehabilitate just under a mile of sanitary sewers in various locations in the central portions of the city. This is the fourth year staff is proposing to participate in the cooperative purchasing arrangement with other Missouri communities with a bid received by Independence, Missouri.

The proposal is from Insituform Technologies, USA for a total of $142,510.64.

Staff recommends approval.
ORDINANCE NO._________

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

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

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


APPROVED:

__________________________________________
MAYOR

ATTEST:

__________________________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________________________
CITY COUNSELOR
February 11, 2015

To: Dennis Cook  
City of Rolla  
901 North Elm Street  
Rolla, MO 65402

Re: City of Rolla, MO, 2015 Sanitary Sewer CIPP Project

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

Scope of work:

Rolla, MO  
2015 SS Rehab

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**INCLUDED:**
- Certificate of insurance with a standard coverage
- Standard light cleaning of loose debris and televising
- Bypass
- CIPP installation
- Dry weather work only
- Post TV
- All pricing assumes 100% of above scope. If scope changes, pricing will need to be reevaluated

**EXCLUDED:**
- Site clearing of any kind
- Traffic control beyond standard cones and early warning signs.
- Permits
Bonds
- Taxes – Owner/GC to provide tax exempt certificate or will pay tax directly to entity
- Repairs to the sewer due to collapsed pipe sections, protruding taps, lodged equipment, etc.
- Special Insurance such as Railroad, OCP, Builders Risk...
- Weekend/Holiday Work.

OWNER TO PROVIDE:
- Access to manholes including clearing and ground levying/stabilization if needed for equipment
- Traffic control plan, permits, devices if needed (other than standard cones)
- Water for construction – typically fire hydrant
- Provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.
- Permits as needed

General Conditions:

1. We reserve the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in this proposal.

2. Laterals, if encountered, that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.

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

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

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

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

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

6. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.

7. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform® process per the above conditions, and Insituform® specifications, are included.

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

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

Thank you,

INSITUFORM TECHNOLOGIES USA, LLC.

Offered By: Insituform Technologies USA, LLC.

Greg Patton
Business Development Manager

Accepted By:

__________________________________________
Signature

__________________________________________
Name/Title

__________________________________________
Organization

Accepted by: Insituform Technologies USA, LLC.

__________________________________________
Date: __________________

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

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

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.