Open Citizen Comment Procedure

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

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

Rolla City Council Meeting
Monday, March 16, 2015
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Brian Woolley

I. PUBLIC HEARINGS
   A) Ordinance Rezoning Property at 621 Houston Road from R-1 (Single Family District) to R-3 Multi-Family District Zoning (Clayton) – (Community Development Director John Petersen) – First Reading

II. SPECIAL PRESENTATIONS
   A) Humanitarian Engineering and Science Minor - (Dr. Curt Elmore, Missouri S&T)
   B) Fourth Quarter Tourism Report & 2015 Marketing Plan – (Ms. Stevie Karse, Executive Director, Rolla Area Chamber of Commerce)

III. OLD BUSINESS
   A) Ordinance Authorizing the Mayor to Execute an Agreement with Insituform Technologies, USA, for Sewer Line Rehabilitation – (Public Works Director Steve Hargis) - Final Reading

IV. NEW BUSINESS
   A) Ordinance Authorizing the Mayor to Enter Into an STP-Urban Program Agreement with the Missouri Highway & Transportation Commission for the Replacement of High Pressure Sodium Street Lights with Energy Efficient Light Emitting Diodes (LED) – (Public Works Director Steve Hargis) – First Reading
   B) Ordinance Amending Section 27-89 of the Rolla City Code Pertaining to Stop Intersections – (Public Works Director Steve Hargis) – First Reading
   C) Ordinance Amending Section 27-92 of the Rolla City Code Pertaining to Parking – (Public Works Director Steve Hargis) – First Reading
   D) Resolution Authorizing the Mayor to Execute a Sewer Use Agreement with Ms. Sharon K. Sooter – Motion

V. CLAIMS and/or FISCAL TRANSACTIONS
   A) Motion Awarding Bid for Heavy Equipment Trailer for the Street Department – (Public Works Director Steve Hargis) – Motion

VI. MAYOR/CITY COUNCIL COMMENTS
   A) Motion Appointing Mr. Pete Morse to the Industrial Development Authority (March 2021) to Replace Mr. Bob Stolz – Motion
   B) Motion Reappointing Ms. Adele Heller to the Rolla Historic Preservation Commission (April 2020) - Motion
VII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
   None.

X. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

ITEM/SUBJECT: A request to rezone property at 621 Houston Road from R-1 Single Family District) zoning to R-3 (Multi-Family District) zoning. (Clayton).

DATE: 3-16-2015

GENERAL INFORMATION

CASE #:3-4-15

Applicant(s): Randy Clayton Properties LLC, Rolla, Missouri, 65401; 573-201-9973, at 713 Houston Road. The lot is owned Mr. Randy Clayton based on real property tax assessment records and the signed Application for Rezoning of Real Estate form.

Current Zoning/Use: The current zoning is R-1 (Single Family District) zoning which permits single family residential development at a maximum density of 7 dwelling units per acre. Other uses, such as churches and group homes, would be eligible without a change in zoning. The subject property is mostly undeveloped, although one single family house and garage in poor condition are located on site with access to Houston Road. These structures will likely be removed during the development process and trash removed.

Location: The subject property is located at 621 Houston Road. Please see attached General Warranty Deed. Account #8453 at the Phelps County Assessor's Office will further provide location information.

Proposed Zoning/Use: The applicant requests that the Planning and Zoning and the City Council approve the re-zoning of the subject property from R-1 to R-3 to permit the construction of one 4-plex building. The developer/property owner agrees to limit construction to one 4-plex, regardless of the fact that up to 10 units could be located on this site.

R-3 zoned properties require a minimum lot size of 7,500 square feet plus 1,500 square feet for each dwelling unit in excess of two. The proposed rezoning will meet all required standards for lot frontage, setbacks and lot width. Maximum lot coverage is limited to 40 percent (7,517 sq. ft.) and may easily be accommodated due to the size of the tract. Open space requirements of at least 25% (4,698 sq.ft.) can be met with currently available space.

Tract Size: The subject property is triangular in shape, making development more difficult when compared to conventional lot rectangular configurations. The tract equals .43 acre or 18,793 square feet in total area (please refer to the attached map).

Surrounding Zoning/Land Use:

- North--- R-1 / single family
- South--- R-3/ multi-family dwelling units.
East--- R-3/ single family
West--- R-1/ vacant

Regulatory History:

The property 621 Houston Road has been the subject of several nuisance tickets over the past several years with large amounts of solid waste stored and sold on site. The occupant appeared to be conducting a recycling business on site. Scrap or recycled materials were continually stored on site damaging property values.

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: There will be no negative impact of this project on the adjoining neighborhood. The property owner has agreed to limit development to one 4-plex structure despite the fact that the lot could accommodate up to 10 units and still meet development standards for R-3 zoning.

Medium density housing, (specifically including 4-plexes) have been a favorite of developers for some years. It is apparent that Rolla’s overall housing market for detached single family is limited and has not been strong over the past several years. Multi-family development might be the best and least disruptive land use for this neighborhood.

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 residential land use. The proposed project will have one 4-plex structure project.

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.

3. Adequacy of utilities & public services: All public utilities and services are available to the subject property to support the development plan as outlined in this report. The developer will be required to carry the cost of extending utilities in to the project area.

4. Impact on streets and parking: The proposed development will rely on vehicular access to Houston Road for traffic generated within the development. R-3 development of the type indicated generates 5.4 trips per unit daily. Therefore, assuming full occupancy, the 4-plex single family townhomes proposed should produce 21 trips per day per unit for the R-3 zoned area. 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 10 paved, off-street parking spaces, as building construction is completed. Traffic flow is an important consideration when examining potential neighborhood impact. The
proposed development would not increase traffic flow significantly through any existing neighborhood.

5. **Physical characteristics:** The subject property lies along a ridgeline with most of the storm water draining to the southeast. No part of the property proposed for rezoning is located within an identified 100 year flood plain. The developer will be responsible to provide a storm water improvement plan and an erosion control/sediment plan that would apply during construction. 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 is suitable for the proposed rezoning from R-1 district zoning to R-3 multi-family district zoning.

**PUBLIC COMMENT/ISSUES:** The proposed rezoning was advertised in the RDN on February 21/22, 2015. Notice was sent to adjoining property owners within 185’. There was no opposition forwarded for the proposed rezoning of 621 Houston Road.

**PLANNING COMMISSION REVIEW AND RECOMMENDATION:** The Planning and Zoning Commission voted unanimously to recommend to the City Council that the proposed rezoning with conditions be approved, as follows:

1. The owner agrees to limit development to one 4-plex structure. Each unit of the 4-plex shall be limited to no more than 3 bedrooms and shall provide no less than 2.5 parking spaces per unit.
2. Further, the owner shall provide a fifteen foot wide buffer yard along the border between 619 Houston Road and 621 Houston Road, as required under Sec.42-177.3 of the Rolla Planning and Zoning Code. The buffer yard requirement may be reduced by half if a sight-proof fence of no less than six feet tall is constructed along the aforementioned lot border.

**ACTION REQUIRED:** Motion to recommend approval, approve with condition, or deny the request to rezone the subject property and submit to City Council.

**ATTACHMENTS:**
- Zoning Request from applicant
- Zoning area map
- Affidavit of publication
- CC: Randy Clayton
<table>
<thead>
<tr>
<th>ACCT#</th>
<th>OWNER</th>
<th>SITUS ADDRESS</th>
<th>MAILING ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>8453.00</td>
<td>JACK FROST PROPERTIES LLC</td>
<td>621 Houston Road</td>
<td>10777 THOMPSON DR ROLLA MO 65401</td>
</tr>
<tr>
<td>8450.00</td>
<td>CASEY, DENNIS A</td>
<td>617 Houston Road</td>
<td>617 HOUSTON RD ROLLA MO 65401</td>
</tr>
<tr>
<td>10576.06</td>
<td>CEDAR TRAILS DEVELOPMENT LLC INVESTMENT REALTY</td>
<td>410 West Christy Drive &amp; 400-405 Nantucke Drv</td>
<td>1703 N BISHOP ROLLA MO 65401</td>
</tr>
<tr>
<td>8433.00</td>
<td>CHASTEEN, WILLIE &amp; MARGIE</td>
<td>626 Houston Road</td>
<td>626 HOUSTON RD ROLLA MO 65401</td>
</tr>
<tr>
<td>8436.00</td>
<td>GRIGGS, KENT M &amp; SUSAN G</td>
<td>618 Houston Road</td>
<td>618 HOUSTON RD ROLLA MO 65401</td>
</tr>
<tr>
<td>8455.00</td>
<td>HOLT KAMP, TERRY &amp; ROBIN</td>
<td>618 South Rolla Street</td>
<td>618 S ROLLA ST ROLLA MO 65401</td>
</tr>
<tr>
<td>8432.00</td>
<td>KATUNAR, CECIL CHARLES JR</td>
<td>628 Houston Road</td>
<td>628 HOUSTON RD ROLLA MO 65401</td>
</tr>
<tr>
<td>10571.00</td>
<td>MORTIZ, LYLE W &amp; JANELL E</td>
<td>632 Houston Road</td>
<td>15555 COUNTY ROAD 8360 ROLLA MO 65401</td>
</tr>
<tr>
<td>8435.00</td>
<td>PAGEL, RUSSELL T JR &amp; JOAN M</td>
<td>620 Houston Road</td>
<td>620 HOUSTON RD ROLLA MO 65401</td>
</tr>
<tr>
<td>8451.00</td>
<td>Pobanz, William B &amp; Carol S</td>
<td>617B Houston Road</td>
<td>12525 County Road 2340 Saint James MO 65559-0000</td>
</tr>
<tr>
<td>8456.00</td>
<td>ROSENBERG, ROGER E &amp; PHILLIP K</td>
<td>613,615 Houston Road</td>
<td>615 S HOUSTON RD ROLLA MO 65401</td>
</tr>
<tr>
<td>8452.00</td>
<td>ROWETON, BROCK A &amp; JAIME M</td>
<td>619 Houston Road</td>
<td>3038 W FARM ROAD 76 SPRINGFIELD MO 65803</td>
</tr>
<tr>
<td>8434.01</td>
<td>SMITH, RALPH N &amp; GOLDIE M</td>
<td>622 Houston Road</td>
<td>PO BOX 1866 ROLLA MO 65402</td>
</tr>
<tr>
<td>8421.00</td>
<td>STRATMAN, AARON M</td>
<td>609 Shady Acres Court</td>
<td>609 SHADY ACRES ROLLA MO 65401</td>
</tr>
<tr>
<td>8434.00</td>
<td>THORPE, WILMA L</td>
<td>624 Houston Road</td>
<td>1306 BROADWAY ROLLA MO 65401</td>
</tr>
<tr>
<td>10577.00</td>
<td>WATKINS, LOUIS R &amp; PAMELA G</td>
<td>621 Houston Road</td>
<td>PO BOX 1369 ROLLA MO 65402</td>
</tr>
<tr>
<td></td>
<td>BRIAN WOOLLEY</td>
<td></td>
<td>401 FORT WYMAN RD</td>
</tr>
<tr>
<td></td>
<td>JIM WILLIAMS</td>
<td></td>
<td>P.O. BOX 1897</td>
</tr>
</tbody>
</table>
Notice of Public Hearing: There will be a public hearing held by the City of Rolla Planning & Zoning Commission on Tuesday, March 10, 2015 at 5:30 PM at Rolla City Hall, 901 N. Elm. The City Council will hold a public hearing on Monday, March 16, 2015 at 6:30 PM in the Council Chambers to consider the request to approve the rezoning of property located at 621 Houston Road from R-1 (Single Family District) zoning to R-3 (Multi-Family District) zoning. At this public hearing any interested persons may present evidence regarding the proposed zoning. Any objections to the request should be filed with the Community Development Department of the City of Rolla. For more information, call John Petersen at 573-426-6970.

TO: Rolla Daily News  
FROM: John Petersen, Community Development Director  
DATE: January 20, 2015  
FOR PUBLICATION: January 23, 2015.

Please publish the attached notice in your legal section on the above date. Your proof of publication should be sent to my attention at the City of Rolla, P.O. Box 979, Rolla, Missouri 65402. If you have questions, please call at 426-6970. Thank you.
APPLICATION FOR REZONING OF REAL ESTATE

Submit to:
Community Development Department
PO Box 979 901 North Elm St
Rolla, MO 65402  Rolla, MO 65401
Phone: 573-364-5333  Fax: 573-426-6978

Applicant’s Name:  Hardy Clayton
Address:  121 Houston Rd
Phone Number:  573-201-9973
E-mail address:  hardyclayton31@yahoo.com
Address of subject property:  121 Houston Rd

The undersigned hereby state they are the legal owner(s) or have a financial or contractual interest in the real estate described herein (legal description must be printed below or attached as an exhibit):  121 Houston Rd

Current zoning is:  B  Current land use is:  Single Family (Single Home)
Proposed zoning is:  R  Proposed land use is:  Multi Family (Apex x 2)

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

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

Type or print name  Hardy Clayton  Signature
Type or print name
Type or print name

Subscribed and sworn before me this 10th day of January in the year 2015.

Mildred A. Street
Notary Public
State of Missouri, Phelps County
Commission # 1284348
My Commission Expires Dec 16, 2016

An Equal Opportunity Employer
Request to rezone all of 621 Houston Road
from R-1 (Single Family District) Zoning to R-3 (Multi-Family District) Zoning
(Clayton)
ORDINANCE NO. __________

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 621 HOUSTON ROAD FROM R-1 (SINGLE FAMILY DISTRICT) ZONING TO R-3 (MULTI-FAMILY DISTRICT) ZONING. (CLAYTON)

WHEREAS, a petition was duly filed on January 16, 2015, requesting that the Basic Zoning ordinance of the City of Rolla, Missouri, be amended so as to change the class of the real property hereinafter described; and

WHEREAS, a public notice was duly published in the Rolla Daily News for this rezoning according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, in the City of Rolla, Missouri, on March 16, 2015 at the hour of 6:30 p.m.; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on March 10, 2015 and recommended that the City Council approve the rezoning of the subject property as proposed by the applicant with conditions; and

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

WHEREAS, the City Council, during their March 16, 2015, meeting heard the first reading of the subject 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 change of zoning and by those citizens opposing said change in zoning, the City Council found that the proposed change of zoning would promote public health, safety, morals, and the general welfare of the City of Rolla, Missouri, and would be for the best interest of said City;

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

Section 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts and a zoning map in accordance with a comprehensive plan, be and the same is hereby amended by changing the zoning and classification of the following property situated within the City of Rolla, Missouri, and described as follows: 621 Houston Road shall be rezoned from R-1 (Single Family District) zoning to R-3 (Multiple Family District) zoning.

Section 2: The owner agrees to limit development to one 4-plex structure. Each unit of the 4-plex shall be limited to no more than three bedrooms and shall provide no less than 2.5 parking spaces per unit. Further, the owner shall provide a fifteen-foot wide buffer yard along the border between 619 Houston Road and 621 Houston Road, as required under Sec.42-177.3 of the Rolla Planning and Zoning Code. The buffer yard requirement may be reduced by half if a sight-proof fence of no less than six feet tall is constructed along the aforementioned lot border.

I. A. 8.
Section 3: This ordinance shall be in full force and effect from and after the date of its passage and approval by the Rolla City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF MARCH 2015.

APPROVED:

______________________
Mayor

ATTEST:

______________________
City Clerk

APPROVED AS TO FORM:

______________________
City Counselor
2014
4th Quarter
Tourism Report
Table of Contents

Tourism Report 4th Quarter 2014.................................................................3
Motel Tax Revenues ..................................................................................3
Motel Tax Expenses..................................................................................4
Marketing Efforts (October – December 2014).........................................6
Visitor Center Activity ...............................................................................6
Tourism Related Events ...........................................................................6
Grants ........................................................................................................6
Land/Building Maintenance Issues..........................................................6

Benchmarks...............................................................................................7
Tourism Report 4th Quarter 2014

Motel Tax Revenues

YTD Comparison to Budget

4th Qtr Comparison (2010-2014)
Motel Tax Expenses

2014 Budget vs. YTD Actual

$180,000.00
$160,000.00
$140,000.00
$120,000.00
$100,000.00
$80,000.00
$60,000.00
$40,000.00
$20,000.00
$

- Building Expenses
- Operating Expenses
- Payroll
- Other

Budget
YTD Actual

5 Year Comparison (Year End/YTD) Income vs Expenses

$350,000.00
$300,000.00
$250,000.00
$200,000.00
$150,000.00
$100,000.00

2010 2011 2012 2013 2014

Income
Expenses
<table>
<thead>
<tr>
<th>Tourism Income</th>
<th>Budget</th>
<th>Jan-Mar</th>
<th>Apr-June</th>
<th>July-Sept</th>
<th>Oct-Dec</th>
<th>YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>$ 500.00</td>
<td>$ 98.37</td>
<td>$ 95.77</td>
<td>$ 86.20</td>
<td>$ 86.26</td>
<td>$ 366.60</td>
</tr>
<tr>
<td>Motel Tax</td>
<td>$ 260,000.00</td>
<td>$ 52,314.62</td>
<td>$ 61,750.51</td>
<td>$ 70,130.13</td>
<td>$ 81,753.93</td>
<td>$ 265,949.19</td>
</tr>
<tr>
<td>Miscellaneous Income</td>
<td>$ 25.00</td>
<td>$ -</td>
<td>$ 7.04</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 7.04</td>
</tr>
<tr>
<td>Advertising</td>
<td>$ 500.00</td>
<td>$ 450.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 450.00</td>
</tr>
<tr>
<td>Sales Income</td>
<td>$ 500.00</td>
<td>$ 72.50</td>
<td>$ 180.85</td>
<td>$ 238.50</td>
<td>$ 357.20</td>
<td>$ 849.05</td>
</tr>
<tr>
<td>Special Projects (Maps)</td>
<td>$ 750.00</td>
<td>$ -</td>
<td>$ 465.00</td>
<td>$ (125.00)</td>
<td>$ (15.00)</td>
<td>$ 325.00</td>
</tr>
<tr>
<td>Special Events</td>
<td>$ 1,500.00</td>
<td>$ 3,315.24</td>
<td>$ 25.00</td>
<td>$ -</td>
<td>$ 1,960.00</td>
<td>$ 5,300.24</td>
</tr>
<tr>
<td>Account Transfers</td>
<td>$ 500.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 264,275.00</strong></td>
<td><strong>$ 56,250.73</strong></td>
<td><strong>$ 62,524.17</strong></td>
<td><strong>$ 70,329.83</strong></td>
<td><strong>$ 84,142.39</strong></td>
<td><strong>$ 273,247.12</strong></td>
</tr>
</tbody>
</table>

**Tourism Expenses**

**Building Expenses**

| Maintenance, Landscaping       | $ 4,000.00 | $ 575.00 | $ 3,320.19 | $ 526.27 | $ 1,284.98 | $ 5,706.44 |
| Building Reserve               | $ 2,400.00 | $ 600.00 | $ 600.00   | $ 600.00  | $ 600.00   | $ 2,400.00 |
| Cleaning Services              | $ 6,500.00 | $ 1,500.00 | $ 1,500.00 | $ 1,500.00 | $ 2,350.00 | $ 6,850.00 |
| Land Payment                   | $ 25,550.00 | $ 6,387.39 | $ 6,387.39 | $ 6,387.83 | $ 6,387.39 | $ 25,550.00 |
| Utilities                      | $ 5,000.00 | $ 1,299.90 | $ 842.88  | $ 1,199.51 | $ 1,055.94 | $ 4,398.23 |

**Operating Expenses**

| Accounting Services            | $ 5,350.00 | $ 667.50 | $ 3,925.00 | $ 350.00 | $ 650.00 | $ 5,592.50 |
| Advertising                    | $ 40,000.00 | $ 13,478.10 | $ 5,412.85 | $ 8,489.10 | $ 7,376.52 | $ 34,756.57 |
| Banking Fees                   | $ -        | $ -     | $ -      | $ -      | $ -      | $ -      |
| Brochure                       | $ 8,500.00 | $ 1,740.27 | $ -      | $ 8,999.95 | $ 57.55 | $ 10,797.77 |
| Tourism Partnership Grant      | $ 10,000.00 | $ -     | $ -      | $ 4,750.00 | $ 2,750.00 | $ 7,500.00 |
| Sports Grants                  | $ 30,000.00 | $ 6,000.00 | $ 3,750.00 | $ 10,500.00 | $ 6,500.00 | $ 26,750.00 |
| Subs & Subscriptions           | $ 2,650.00 | $ 3,115.00 | $ 470.00  | $ -      | $ -      | $ 3,585.00 |
| Insurance - Health             | $ 22,526.00 | $ 4,653.75 | $ 4,657.64 | $ 2,464.78 | $ 5,917.76 | $ 17,367.93 |
| Insurance - General            | $ 2,700.00 | $ 616.36 | $ 675.89  | $ 649.89 | $ 649.86 | $ 2,592.00 |
| Insurance - D&O                | $ 613.00 | $ - | $ - | $ - | $ - | $ - |
| Insurance - Work Comp          | $ 732.00 | $ 452.00 | $ 327.50  | $ -      | $ -      | $ 779.50 |
| Miscellaneous                  | $ 100.00 | $ - | $ - | $ - | $ - | $ - |
| Office Equipment Lease/Maint   | $ 5,000.00 | $ 1,417.38 | $ 1,112.12 | $ 1,248.16 | $ 1,118.24 | $ 4,895.90 |
| Office Supplies                | $ 4,000.00 | $ 496.67 | $ 721.56  | $ 709.77 | $ 1,672.58 | $ 3,600.58 |
| Postage                        | $ 2,500.00 | $ 344.29 | $ 421.82  | $ 478.47 | $ 376.63 | $ 1,621.21 |
| Professional Fees              | $ -        | $ -     | $ -      | $ -      | $ -      | $ -      |
| Signage                        | $ 20,000.00 | $ 6,080.00 | $ 3,640.00 | $ 3,660.00 | $ 3,700.00 | $ 17,080.00 |
| Telephone                      | $ 2,500.00 | $ 656.77 | $ 667.11  | $ 647.22 | $ 821.76 | $ 2,792.86 |
| Travel & Meetings              | $ 4,000.00 | $ 421.96 | $ 277.54  | $ 428.35 | $ 340.50 | $ 1,468.35 |
| Web Maintenance/E-Newsletter   | $ 1,000.00 | $ -     | $ -      | $ -      | $ 2,000.00 | $ 2,000.00 |

**Payroll**

Payroll/Taxes/Employee Retirement | $ 95,000.00 | $ 23,192.40 | $ 23,535.19 | $ 23,578.25 | $ 27,665.39 | $ 97,971.23 |

**Other**

| Account Transfers              | $ 500.00 | $ - | $ - | $ - | $ - | $ - |
| Special Events/Promotion       | $ 3,700.00 | $ 1,370.38 | $ 2,299.28 | $ 1,658.35 | $ 1,943.63 | $ 7,271.64 |
| Special Projects               | $ 5,500.00 | $ - | $ 1,989.23 | $ - | $ 3,000.00 | $ 4,989.23 |
| Education (Staff/Board)        | $ 500.00 | $ - | $ 90.00  | $ -      | $ -      | $ 90.00 |
| Hospitality                    | $ 500.00 | $ 25.41 | $ 33.58  | $ 44.77 | $ 170.41 | $ 274.17 |
| Website Hosting                | $ - | $ - | $ - | $ - | $ 224.70 | $ 224.70 |
| Rolla Merchandise              | $ 500.00 | $ - | $ - | $ 486.80 | $ - | $ 486.80 |
| Group Tour Service             | $ 2,500.00 | $ - | $ 649.70 | $ 1,784.83 | $ 34.59 | $ 2,469.12 |
| Rolla Video                    | $ 1,000.00 | $ - | $ - | $ - | $ - | $ - |
| Tourism Research               | $ - | $ - | $ - | $ - | $ - | $ - |
| Trade Show Fees                | $ 1,500.00 | $ - | $ 75.00  | $ 1,119.95 | $ 274.68 | $ 1,469.63 |

**TOTAL CASH OUT FLOW** | $ 316,821.00 | $ 75,090.53 | $ 67,381.47 | $ 82,262.25 | $ 78,597.11 | $ 303,331.36 |

**CASH AT END OF PERIOD** | $ 52,546.00 | $ (18,839.80) | $ (4,857.30) | $ (11,932.42) | $ 5,545.28 | $ (30,084.24) |
Marketing Efforts (October - December 2014)

- We redesigned visitRolla.com and launched the new look in November. The new site design will give us more creative control and allow for improved marketing opportunities.
- We placed ads in the Guidon and Kaleidoscope that promote upcoming events.
- We placed ads on KFLW and Results Radio that promoted Rolla Unwrapped and the Sno-Glo 5K.
- We placed ads in the Salem, Cuba, Houston, Belle, Bland, and Owensville newspapers that promoted Rolla Unwrapped.
- We placed ¼ page ad in October/November and December issues of Missouri Life Magazine.
- We placed ¼ page ad in the fall and winter issues of Show Me Missouri Magazine.
- We placed ½ page ad in the November/December issue of Sports Destination Magazine.
- We promoted our community events in the FLW Woodworks Newsletter.

Visitor Center Activity

- We hosted our annual Angel Tree during the Christmas season. We had over 100 angels adopted this year.

Tourism Related Events

- Spring Hill Press completed the work on the new Rolla/Phelps County maps. These were received in February 2015 and are being distributed.
- Our Miner Bytes sign was delivered to us in October from S&T. The sign is a web-controlled digital sign that allows us to promote area events. The sign is part of a pilot program developed by S&T’s IT Research Support Services Team.
- We hosted the annual FLW Spouses Tour of Rolla in early October. We had 36 ladies attend this year’s event.
- We hosted a FAM tour for 3 writers from the Missouri Division of Tourism. We visited the S&T Experimental Mine, Ozark Actors Theatre, Downtown (Route 66) and Slice of Pie. The writers were in search of photos and content for their website and blog.

Grants

- This quarter we have approved funding for the following grants:
  - Sports Tourism Grant:
    - Vessell’s Racquetball Tourney - $1000
  - Tourism Partnership Grant:
    - Christkindl Markt - $500

Land/Building Maintenance Issues

- None
In this section you will find data that has been collected over the last several years in the following areas:

- **Motel Tax Performance**
  - These numbers reflect the 90% that is collected by the City of Rolla.

- **Lodging Performance**
  - This data is compiled from three different resources. Missouri Hotel and Lodging Association, Smith Travel Research, and the City of Rolla.

- **Website Stats for** [www.visitRolla.com](http://www.visitRolla.com)
  - We track this data using Google Analytics.

- **Visitor Center Performance**
  - This data is tracked from our sign in sheet and a data sheet logged by our Visitor Center Assistant.

- **Restaurant and Retail Sales Tax**
  - This data is collected by the City of Rolla.

- **The RACC Grant Program**
  - These grants are provided from the Tourism dollars to attract Sports Tourism and meetings and special events to the area.
The following information reflects the Average Daily Rate and Monthly Occupancy percentages from three reporting parties, Missouri Hotel and Lodging Association (MHLA), Smith Travel Research (STR), and local data collected by the City of Rolla. MHLA reflects the state as a whole. STR reflects data that is collected from 11 reporting properties in Rolla. The City of Rolla collects the data from the local hotels that are willing to share the information.
Website Stats
2014 Grants Funded

- TPG Funded
- Sports Funded

- TPG Funded: 23%
- Sports Funded: 77%

Sports Grants Funded

- 2011: $10,000.00
- 2012: $20,000.00
- 2013: $30,000.00
Sport Tourism – The Impact on Rolla

Sports tourism has a tremendous impact on Rolla’s economy. Based on surveys from previous years over 75% of participants are from outside of Phelps County and would not visit the area if it were not for these tournaments. Special events and tournaments hosted by the Parks and Recreation Department generate nearly $1 million through retail shopping, dining and hotel accommodations.

In 2014, Ber Juan Sportsplex hosted 16 tournaments beginning March 29 through August 10. That included the Mid-America Region Gold tournament for girl’s 18 & under fast pitch softball and three slow pitch state tournaments.

Licking Summer Camps is one of the largest events that regularly occur in our community. Below is some information that was received from the event coordinator.

Licking Summer Camps Info

- In 2014, teams were from Missouri, Arkansas, Kansas, Iowa, Illinois, Nebraska, Tennessee, Kentucky, Texas, Mississippi and Oregon.
- For 2015, there are seven camps that will be held over seven different weekends this year. Three of those camps will be “extended camps” and include an extra day, which is an increase from previous years.
- Each camp averages around 50-60 teams, with two of them over 100 teams, with an average of 12-14 players per team along with a couple of coaches.
- Families do attend with their kids but it is unknown at this time the exact numbers that attend per player.

In 2010, Rolla hosted the Amateur Softball Association of America (ASA) Boys 10U-18U and Men’s 23U Fast Pitch Softball National Tournaments. ASA has become one of the nation’s largest and fastest growing sports organizations. They have grown from a few hundred teams to over 250,000 teams today, representing more than four million. Below is information that was collected from surveys that were completed by those participants.

2010 ASA Softball Tournament Info

- The average number of people in each group was 4.
- The average expenditures per group were $502.
- The vast majority of those surveyed had no intention of visiting Rolla during the time of the event or within the next 3 months but came due to the tournaments.
Visitor Origin

- UT: 3%
- CA: 3%
- OK: 3%
- MI: 19%
- IA: 8%
- MN: 11%
- MO: 19%
- MO over 100 miles: 28%
- OH: 3%
- SC: 3%

Number of Days Spent in Rolla

- 1 day: 21%
- 2 days: 19%
- 3 days: 23%
- 4 days: 29%
- 5 days: 8%
Visitor Expenditures

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food</td>
<td>$4,820.00</td>
</tr>
<tr>
<td>Bars</td>
<td>$1,020.00</td>
</tr>
<tr>
<td>Retail</td>
<td>$2,939.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$11,286.00</td>
</tr>
<tr>
<td>Auto</td>
<td>$3,630.00</td>
</tr>
<tr>
<td>Car Rental</td>
<td>$390.00</td>
</tr>
<tr>
<td>Other</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

Was this event your only reason for visiting Rolla at this time?

- Yes: 90%
- No: 10%
The Rolla Parks Department works hard to attract and accommodate sporting events for our community. In 2014 they hosted 17 tournaments over a period of 27 days. The Rolla Area Chamber of Commerce is proud to work with them in their efforts. These events bring outside dollars to our community, which in turn helps our community grow and prosper. Not only do sporting events bring participants, they also bring family and friends. These groups stay in our hotels, dine in our restaurants, shop in our retail stores, purchase gas, and so much more. We appreciate the diligence of the Parks Department on continue to recruit these groups to the area.

As for Sports Tourism in general, here are some statics and fun facts:

- Research shows that families will spend an average of almost $300 per weekend when they travel with their children’s youth sports teams.
- According to research by Sports Facilities Advisory (SFA) that was released in December 2013, found that net positive spend from 2012 to 2013 increased 22.6% in team sports at school, 16.7% in team sports outside of school and 15.9% in lessons and sports camps.
- Studies show that 27% of all trips made in the U.S. relate to attending a sporting event of some kind, from professional and college games to youth and amateur sporting events.
- Youth sports and sports-related travel is creating an approximate economic impact of $7 billion per year, according to SFA. It seems to be the one segment of the tourism industry that is recession-proof; families turn these trips for sporting events into their vacations.
Table of Contents

Executive Summary .................................................................................................................. 2

Situation Analysis
   SWOT .................................................................................................................................. 3
   Target Markets .................................................................................................................... 4

Marketing Strategy
   Goals and Objectives ......................................................................................................... 6
   Budget .................................................................................................................................. 9
   Marketing Efforts ................................................................................................................ 11
   Evaluation ............................................................................................................................ 12
   Benchmarks ......................................................................................................................... 13

Action Plan ............................................................................................................................. 14
Rolla is a safe, clean, attractive community with an appealing mix of tourism products and activities of interest to the visitor market. Nestled in a haven of outdoor life, Rolla is surrounded by the timeless beauty of the Ozarks. Rolla’s central location between St. Louis and Branson at the convergence of I-44, US 63 and Missouri Hwy 72 makes it an optimal destination for tour buses, business meetings and events.

Rolla’s tourism industry is operating in a new era—driven by economic challenges, evolving demographics, emerging technology and shifts in consumer travel patterns. We see this as an opportunity to strategically market Rolla in a way that is proactive, creative and forward-thinking. The 2015 Marketing Plan is the roadmap for getting there.

Our mission is to stimulate the economic vitality of the Rolla area by attracting business and leisure visitors.

Our vision is to provide visitors with a quality experience and be considered a great place to visit, live, work and play.

On behalf of the Rolla Area Chamber of Commerce and Visitor Center, we are pleased to present the Marketing Plan for 2015. The Plan identifies Rolla’s strengths, weaknesses, opportunities and threats; identifies Rolla’s target markets; outlines goals and strategies; and provides benchmarks to measure effort and effectiveness. With the time and creativity invested in this plan, Rolla’s tourism industry is well positioned to ensure that Rolla remains “a city engineered for everyone”, in turn generating revenue that will contribute to the vitality of our community.

Stevie Kearse  
Executive Director

Aimee Campbell  
Tourism Director
SWOT

A SWOT (Strength, Weaknesses, Opportunities and Threats) Analysis serves as a quick reference tool in order to measure progress in the area of tourism development and marketing for Rolla. The objective is to identify strategically relevant issues that affect tourism in the area, in turn, yielding a rationale for Rolla’s marketing efforts.

**Strengths**
- Centrally located between St. Louis and Branson
- Local Festivals & Events
- Lodging Properties
- Recreational Activities
  - The Centre Sports and Recreation Complex
  - Splashzone Water Park
  - The Zone Entertainment Complex
  - Kokomo Joes Family Fun Center
  - Coachlite Lanes (bowling)
  - Bike/Walking Trails
  - Oak Meadow Golf Course
  - Miner Golf Course
- Local Attractions
  - Theatres & Performing Arts
  - Route 66
  - Public House Brewing Co.
  - Downtown Rolla
  - Stonehenge & Millennium Arch
  - Missouri Department of Natural Resources Mineral Museum
  - US Geological Survey
  - Mark Twain National Forest
  - Historic Phelps County
  - Courthouse and Dillon Log Cabin
  - Beautiful Scenic Parks
  - Sci&T Experimental Mine

**Weaknesses**
- Regional Attractions
  - Meramec Spring Park
  - Onondaga Cave State Park
  - Scenic Waterways
  - Wineries
  - Fort Leonard Wood
  - Grant Program
- Limited Shopping Opportunities
- Limited Convention/Meeting Space
- Traffic Congestion

**Opportunities**
- Travel Packages
- Website Marketing
- Tour Planning for Tour Groups
- Amateur sporting events
- University Relations
- Fort Leonard Wood Relations
- Welcome Events

**Threats**
- Regional Growth and Expansion
  - St. Robert
  - St. James
- Economic Downturn
- Lack of Financial Resources
Identifying Target Markets

Recent Rolla Visitor statistics indicate the highest percentages of travelers utilizing the Rolla Visitor Center are from Missouri, Illinois, Texas, and Oklahoma. Though this data cannot substantiate a realistic target market for Rolla, it does provide a snapshot analysis of where Rolla visitors originate from, perhaps providing a foundation for identifying potential advertising opportunities.

In 2010 RACC conducted a Visitor Profile Study, which revealed the following:
- More than one-third of visitors are over the age of 55
- Nearly one-quarter of visitors are families with children
- Nearly two-thirds are from beyond 300 miles
- Rolla’s largest feeder markets are St. Louis, Chicago, and Kansas City

Tourism growth should be focused on market segments that are most desirable and can yield the highest return on investment of limited tourism marketing dollars. Taking into account Rolla’s current tourism infrastructure, the following key groups of customers represent the most attractive targets:

**Visiting Friends and Relatives**- The Missouri University of Science and Technology draws a significant amount of visitors, and is considered one of the largest built-in markets impacting the Rolla area. Neighboring Fort Leonard Wood also impacts the Rolla area with its weekly graduations.
Identifying Target Markets (cont.)

Corporate/Business Travelers- Individuals traveling on business often extend their participation to tourism activities. RACC works with area meeting and conference planners to provide Rolla information in an effort to enhance the business traveler’s

Tour Groups- Rolla is not generally noted as a group destination. Considering its central location, it is to RACC’s advantage to target groups destined for Branson and St. Louis. Rolla’s downtown plan for a designated arts and entertainment district will optimistically draw attention from the tour group market. Marketing to tour groups can also include plans to co-op with surrounding communities to create a multiple day itinerary, incorporating Fort Leonard Wood/Pulaski County, Rolla, and St. James.

Route 66 Enthusiasts- Rolla’s location on Historic Route 66 offers a prime opportunity to draw a new visitor audience. A significant amount of Rolla Visitor Center traffic is a result of Route 66. It would serve to reach out to this audience and perhaps encourage them to explore Rolla further.

Sporting Events- Destination sporting events, especially youth and amateur sporting events, are among the fastest growing marketing segments in the country, an industry worth $6.3 billion annually, according to the National Association of Sports Commissions. Rolla is an ideal location for sporting events, activities and competitions. The amenities available within the community are matched by the enthusiasm and hospitality displayed by the residents. With over 300 acres of parkland, 50,000 square feet of gymnasium space, and ample meeting rooms, space is available for a number of high quality.
Goals and Objectives

*Increase Rolla Lodging Occupancy by 3%*
Rolla’s Visitor Center and tourism marketing efforts are funded by a 3% lodging tax. Due to the fluctuation possibilities of lodging occupancy in Rolla, it is imperative to the sustainability of tourism activities and Rolla promotion that RACC work with its lodging properties to increase lodging occupancy, thereby increasing motel tax income.

*Enhance Electronic Marketing*
Over the last several years VisitRolla.com has opened the door for new marketing opportunities for Rolla tourism. Website visitors have the opportunity to sign up for monthly e-newsletters, view videos, and access up-to-date information on upcoming events.

Evolving technology is changing the way consumers access information and make their decisions. According to recent studies, in early 2014, internet usage on mobile devices exceeded PC usage. RACC has responded has embraced the shift in behavior and recently revamped its tourism website design in order to make it responsive to mobile viewing. RACC will continue to plan, develop, and adapt to deliver quality mobile experiences.

As the prevalence of social media continues to rise, organizations of all types and sizes are recognizing the ways by which social media can help them better understand, respond to, and attract the attention of their target audience. Social media enables more rapid sharing of information. Research has shown that more travelers, meeting planners and group planners are using social media tools to help plan their activities. RACC plans to continue its social media campaign in an effort to create awareness of activities and attractions in the Rolla area.
Goals and Objectives (cont.)

Increase Media Attention for the Rolla Area
Hey! Look at Us! It’s not easy for smaller destinations like Rolla to attract media attention. Most media outlets tend to veer toward major destination locations. However, Rolla is fortunate to have Missouri University of Science and Technology, a world-renowned engineering school, which draws some media exposure.

Route 66 has also been a point of interest for Rolla and has attracted some media attention on an international level. In 2012 and 2014 over 80 motorcyclist from Ireland traveled Route 66 as part of a fundraising effort for a children’s hospital. Rolla hosted the group for a welcome event and overnight stay. The Rolla stop was the highlight of their trip. The same motorcycle group is planning to stop in Rolla again in 2016.

Increase Number of Conferences and Meetings Held in Rolla
Convention and meeting planners tend to follow tradition when it comes to locations for meetings, Rolla does not have a top-of-mind awareness in that marketplace. Rolla does, however, have the capabilities to host small to medium sized meetings/conventions. Rolla’s central location and hospitable community make it an ideal location for meetings.

VisitRolla.com features a page for meeting planners. The page provides listings of all meeting facilities and catering services available in the Rolla area. The page also offers virtual tours of Rolla’s top meeting facilities.

The Tourism Director also offers assistance to meeting and convention planners at no charge. Rolla will work “hands on” with meeting planners and offer an abundance of assistance to them in order to attract their event. Optimistically, the new visual website tools, along with the enhanced personalized efforts, will generate more leads, and the end result will be more bookings for our community.
Goals and Objectives (cont.)

Increase the Number of Sporting Events Held in Rolla

Over the last several years, Rolla has played host to several nationally recognized sporting events like the Tour of Missouri and National ASA softball tournaments. Every event offered within the community has been well received and supported, as Rolla has been recognized with numerous awards for the local spirit and enthusiasm.

Sporting events are of great economic benefit to the community. In addition to the sporting event, the sports traveler looks for the presence of good tourism infrastructure providing accommodations, restaurants, bars/clubs and various forms of entertainment beyond the sporting event. RACC will work to enhance the sports traveler’s experience in Rolla by working with businesses in the community to develop travel packages, special lodging rates, and coupon booklets for event attendees.

In 2011, RACC developed the Rolla Sports Tourism Grant as part of its tourism initiative. Its mission is to advance the tourism economic benefit to Rolla by providing financial assistance to qualified partners for amateur sport events. RACC also created the Rolla Sports Alliance, a committee responsible for administering the grant and assisting with execution of sporting events in the Rolla community.

Generate Non-tax Revenue

Due to the fluctuation possibilities of motel tax revenue in Rolla, it is imperative to the sustainability of the tourism activities/promotion for RACC to find alternative sources of income. Non-tax revenue will be generated through:

- Royalty from map ad sales
- Rolla memorabilia sold at the Rolla Visitor Center
- Missouri Division of Tourism Cooperative Marketing Grant - RACC will maintain DMO status and have the opportunity to apply for grants when needed.
Tourism Budget

RACC’s tourism budget is funded by a 3% lodging tax, which began in 1993. The City of Rolla contracts with RACC to administer the tourism tax dollars. The City collects the tax proceeds and transfers 90% to the Chamber; 10% of the gross motel tax dollars is retained by the City for administration and other tourism related costs.

2015 Tourism Budget

Since 1993, the amount of actual money received has fluctuated. Despite the challenging economy, the motel tax has continued to grow with steady increases since 2009. RACC feels this continued growth is a direct reflection on the change in tourism marketing efforts over the last 4 years. Since 2008, the tourism marketing budget has increased 141%. RACC’s marketing efforts have more than doubled, and participation in national and statewide tradeshows has expanded significantly.
**Marketing Budget**

RACC develops and implements strategies and tactics for Rolla’s tourism industry to leverage its limited budget to market its tourism assets more widely and effectively.

**2015 Marketing Budget**

RACC continues to explore opportunities for cooperative advertising with area attractions and tourism-related entities. In addition, RACC is eligible to receive funding from the cooperative marketing grant through the Missouri Department of Tourism for approved marketing projects. RACC also partners with businesses and organizations through its Tourism Partnership Grant and Sporting Event Grant programs. These programs exist to advance the tourism economic benefit to Rolla by providing financial assistance to qualified partners for tourism initiatives.

Cooperative marketing efforts leverage limited funds and increase frequency of advertising to achieve greater visibility for each advertising dollar spent. In the long run, collaboration born from limited marketing budgets will help showcase the vast variety of things to do, places to stay and experiences to enjoy in and around the Rolla area.
2015 Marketing Efforts and Activities

Print Marketing
- Missouri Life Rolla Publication
- Missouri Travel Guide
- Missouri Life Magazine
- Show Me Missouri Magazine
- Sports Destination Management Magazine
- Guidon Daycations Publication
- Guidon Weekly Newspaper
- Kaleidoscope Weekly Newspaper

Electronic Marketing
- VisitRolla.com
- ‘The Source’ - Monthly E-Newsletter
- E-Announcements - featuring area events
- VisitMO.com - attraction and event listings
- Discover Missouri E-Newsletter
- E-brochure on VacationFun.com
- Social Media
- Promotional Videos on VisitRolla.com
- Animoto Videos - promoting events
- Guidon Online

Tradeshows
- Bank Travel Tradeshow
- Joint Meeting Planners Tradeshow
- ASA Tradeshow

Other Marketing Efforts
- Tourism Grant Program
- Billboards and Billboard Snipes
- Radio Advertising
- FAM Tours
- Coupon Booklet
- Promotional Material
- Visitor's Guide
- Profile Sheet
- Postcards/Mailers
Evaluation

The Rolla Area Chamber of Commerce will review its objectives quarterly to evaluate the achievement of their goals. RACC will monitor the monthly and yearly tax revenue figures for motel tax and restaurant and shopping sales tax. In addition, they will monitor Web site hits, Visitor Center activity and group tour activity to Rolla. On a comparative monthly basis they will look at what happened the year before; the degree of marketing effort compared to the prior year; and effectiveness of marketing efforts.

Tourism Research

Research plays a vital role in tourism planning by uncovering the latest visitor trends and travel habits. While each individual study is important, the use of multiple studies and statistics together can paint a more complete portrait of the Rolla visitor. Following is research planned for the year ahead:

- **STR Report** - Track lodging occupancy, rates, demand and revenues generated in Rolla by receiving monthly reports from Smith Travel Research.
- **Tourism Updates** - Follow industry trends and the latest tourism research (through MO Division of Tourism, MO Association of Convention and Visitor Burcau, MO Travel Council, etc.).
- **In-House Tracking Methods** - Review monthly numbers from the Rolla Visitor Center and VisitRolla.com.
- **Event Surveys** - Collaborate with event planners to conduct surveys during Rolla events.
Benchmarks

• Motel Statistics
  • Motel Tax
  • Motel Occupancy Rates
• Restaurants and Shopping Sales Tax
• Advertising Leads
  • Website Statistics
  • Information packet requests
  • Website hits
  • Website hits to hotels
• Visitor Center Statistics
  • Number of visitors, number staying in Rolla hotels; number of repeat visitors; and their home state
  • Method of contact (walk-in, phone call or email) and reason for contact
  • Packet requests and leads
• Rolla merchandise sales generated
### Increase Rolla Lodging Occupancy by 3%

<table>
<thead>
<tr>
<th>Target Deadline</th>
<th>Action</th>
<th>Person Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar/Oct</td>
<td>Hold semi-annual networking meetings for lodging properties</td>
<td>Tourism Director</td>
</tr>
<tr>
<td>March 31</td>
<td>Assist lodging properties with updating/listing their information on VisitRolla.com and VisitMo.com</td>
<td>VC Assistant</td>
</tr>
<tr>
<td>Ongoing</td>
<td>Work with Fort Leonard Wood organizations to promote Rolla lodging properties</td>
<td>Tourism Director</td>
</tr>
<tr>
<td>Ongoing</td>
<td>Solicit special rates from lodging properties for event attendees to encourage overnight stays</td>
<td>Tourism Director</td>
</tr>
</tbody>
</table>

### Promote Rolla through Electronic Marketing

<table>
<thead>
<tr>
<th>Target Deadline</th>
<th>Action</th>
<th>Person Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing</td>
<td>Make at least two posts to Facebook per day</td>
<td>VC Assistant</td>
</tr>
<tr>
<td>Ongoing</td>
<td>Continue the using QR codes on Facebook, e-newsletter, emails and print materials</td>
<td>All Tourism Staff</td>
</tr>
<tr>
<td>March 1</td>
<td>Submit guest blog articles for MDT blog</td>
<td>Tourism Director</td>
</tr>
<tr>
<td>June 1</td>
<td>Advertise in Discover MO e-newsletter promotion</td>
<td>Tourism Director</td>
</tr>
<tr>
<td>Ongoing</td>
<td>Utilize “special event page” on VisitRolla.com to promote major events taking place in Rolla</td>
<td>Tourism Director</td>
</tr>
</tbody>
</table>
Increase Media Attention for the Rolla Area

<table>
<thead>
<tr>
<th>Target Deadline</th>
<th>Action</th>
<th>Person Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 31</td>
<td>Research and update media list for press releases</td>
<td>Tourism Director</td>
</tr>
<tr>
<td>Ongoing</td>
<td>Continue to develop relationships with magazine publishers, bloggers and freelancer writers</td>
<td>Tourism Director</td>
</tr>
<tr>
<td>Feb. 28</td>
<td>Obtain magazine editorial calendars and pitch ideas for stories</td>
<td>Tourism Director</td>
</tr>
</tbody>
</table>

Increase Number of Sporting Events Held in Rolla

<table>
<thead>
<tr>
<th>Target Deadline</th>
<th>Action</th>
<th>Person Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing</td>
<td>Work with the Rolla Parks Department to research and bid on amateur sporting events</td>
<td>Tourism Director</td>
</tr>
<tr>
<td>Ongoing</td>
<td>Publicize information about the Sports Tourism Grant</td>
<td>Tourism Director</td>
</tr>
<tr>
<td>Feb. 28</td>
<td>Work with lodging partners, restaurants and attractions to develop discount packages for sports travelers including a new coupon book.</td>
<td>Tourism Director</td>
</tr>
<tr>
<td>March 31</td>
<td>Research sporting event planner trade shows</td>
<td>Tourism Director</td>
</tr>
<tr>
<td>April 30</td>
<td>Develop an online presence for Sporting Event planners to research Rolla sports facilities</td>
<td>Tourism Director</td>
</tr>
</tbody>
</table>
### Increase Number of Conference and Meetings Held in Rolla

<table>
<thead>
<tr>
<th>Target Deadline</th>
<th>Action</th>
<th>Person Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1</td>
<td>Enhance listings on “Meeting” landing page on website</td>
<td>Tourism Director &amp; VC Assistant</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 30</td>
<td>Attend the Joint Meeting Planners Tradeshow</td>
<td>Tourism Director &amp; Exec. Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mar. 31</td>
<td>Update Meeting Facilities brochure</td>
<td>Tourism Director</td>
</tr>
</tbody>
</table>

### Increase the Number of Tour Groups Visiting Rolla

<table>
<thead>
<tr>
<th>Target Deadline</th>
<th>Action</th>
<th>Person Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1</td>
<td>Work with lodging properties and attractions to put together a hit list of groups that have visited Rolla in the last 5 years.</td>
<td>Tourism Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>May 1</td>
<td>Develop an individualized FAM package for group tour Planners.</td>
<td>Tourism Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>April 2</td>
<td>Submit profile sheet to tour group outreach</td>
<td>Tourism Director</td>
</tr>
</tbody>
</table>

### Increase Awareness of Rolla among Fort Leonard Wood

<table>
<thead>
<tr>
<th>Target Deadline</th>
<th>Action</th>
<th>Person Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing</td>
<td>Attend Woodworks and Newcomers Orientation</td>
<td>RACC Representative</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ongoing</td>
<td>Advertise in print publications circulated at FLW</td>
<td>Tourism Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ongoing</td>
<td>Advertise major events on FLW radio stations</td>
<td>Tourism Director</td>
</tr>
</tbody>
</table>
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Contract 2nd Reading

ITEM/SUBJECT: Rehabilitating Sanitary Sewer Lines

BUDGET APPROPRIATION (IF APPLICABLE) $200,000.00 DATE: 3/16/15

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

COMMENTARY:

Attached is a contract to rehabilitate just under a mile of sanitary sewer 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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF MARCH 2014.

APPROVED:

__________________________
MAYOR

ATTEST:

_________________________
CITY CLERK

APPROVED AS TO FORM:

_________________________
CITY COUNSELOR

[Handwritten Initials: III A2]
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

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Per Bid</th>
<th>Bid Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MH LW3-29 to MH LW3-31 6&quot;</td>
<td>LF</td>
<td>270</td>
<td>$32.40</td>
<td>$8,748.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>MH LE6-27 to MH LE6-98 6&quot;</td>
<td>LF</td>
<td>176</td>
<td>$34.44</td>
<td>$6,061.44</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>MH LE6-27 to MH LE6-29 8&quot;</td>
<td>LF</td>
<td>150</td>
<td>$34.44</td>
<td>$5,166.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>MH LE6-27 to MH LE6-25 8&quot;</td>
<td>LF</td>
<td>107</td>
<td>$41.52</td>
<td>$4,763.64</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>MH LE6-52 to MH LE6-51 8&quot;</td>
<td>LF</td>
<td>125</td>
<td>$41.52</td>
<td>$5,240.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>MH BE4-26 to MH BE4-23 8&quot;</td>
<td>LF</td>
<td>179</td>
<td>$34.44</td>
<td>$6,164.76</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>MH BE4-23 to MH BE4-22 8&quot;</td>
<td>LF</td>
<td>284</td>
<td>$28.67</td>
<td>$8,140.86</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>MH BE4-25 to MH BE4-23 8&quot;</td>
<td>LF</td>
<td>432</td>
<td>$26.15</td>
<td>$11,294.64</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>MH BE4-22 to MH BE4-20 8&quot;</td>
<td>LF</td>
<td>546</td>
<td>$26.15</td>
<td>$14,275.17</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>MH BE4-20 to MH BE4-18 8&quot;</td>
<td>LF</td>
<td>591</td>
<td>$26.15</td>
<td>$15,451.70</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>MH BE4-18 to MH BE4-16 8&quot;</td>
<td>LF</td>
<td>420</td>
<td>$26.15</td>
<td>$10,980.90</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>MH BE5-5 to MH BE5-6 8&quot;</td>
<td>LF</td>
<td>206</td>
<td>$34.44</td>
<td>$7,094.64</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>MH BE5-6 to MH BE5-9 8&quot;</td>
<td>LF</td>
<td>556</td>
<td>$26.15</td>
<td>$14,536.62</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>MH BE5-40 to MH BE5-7 8&quot;</td>
<td>LF</td>
<td>176</td>
<td>$34.44</td>
<td>$6,061.44</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>MH LE8-44 to MH LE8-32 8&quot;</td>
<td>LF</td>
<td>327</td>
<td>$28.67</td>
<td>$9,373.46</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>MH LE6-61 to MH BE5-25 10&quot;</td>
<td>LF</td>
<td>186</td>
<td>$36.33</td>
<td>$6,757.38</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>P &amp; P Bonds</td>
<td>LS</td>
<td>1</td>
<td>$2,075.00</td>
<td>$2,075.00</td>
<td></td>
</tr>
</tbody>
</table>

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

City of Rolla, MO, 2015 Sanitary Rehab Proposal Page 1 of 3
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 levelling/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: 

Accepted By: 

Insituform Technologies USA, LLC.

Greg Patton
Business Development Manager

Signature

Date

Insituform Technologies USA, LLC.

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.

City of Rolla, MO. 2015 Sanitary Rehab Proposal Page 3 of 3

III. A. S.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Project #STP-5200 (914)

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 3/16/15

COMMENTARY:

Attached is an ordinance authorizing the Mayor to enter into a STP-Urban program agreement with the Missouri Highway & Transportation Commission. This project will fund materials for the replacement of high pressure sodium street lights with energy efficient light emitting diodes (LED) along Rolla’s major routes. Rolla Municipal Utilities (RMU) will be doing the installation.

We anticipate these materials costing $162,000.00. STP funds will provide $129,500.00.

Staff requests first and final reading and recommends approval of the ordinance.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN STP-URBAN PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a certain STP-Urban agreement for Project STP-5200 (914) 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 16th DAY OF MARCH 2015.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

IV. A. 2.
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(914) involves:

Replacement of high pressure sodium (HSP) bulbs with light emitting diode (LED) bulbs in various locations throughout the City of Rolla within a twelve month period.

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

(2) LOCATION: The contemplated improvement designated as Project STP-5200(914) by the Commission is within the city limits of Rolla, Missouri. The general
location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference.

(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(914) 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/County's/Grantee'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:

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

(B) To the Commission:
David Silvester, Central District Engineer
1511 Missouri Boulevard
P.O. 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.

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

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

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

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By ________________
Title ________________

ATTEST:

By ________________
Title ________________

Secretary to the Commission

Approved as to Form:

By ________________
Title ________________

Commission Counsel

CITY OF ROLLA

By ________________
Title ________________

ATTEST:

By ________________
Title ________________

Approved as to Form:

By ________________
Title ________________

Ordinance No: ________________
Exhibit A - Location of Project
Exhibit B – Project Schedule

Project Description: STP-5200(914): Replacement of high pressure sodium (HSP) bulbs with light emitting diode (LED) bulbs in various locations throughout the City of Rolla within a twelve month period.

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date funding is made available or allocated to recipient</td>
<td>08/05/2014</td>
</tr>
<tr>
<td>Programming Agreement Executed</td>
<td>03/01/2015</td>
</tr>
<tr>
<td>Preliminary and Right of Way Plans Submittal</td>
<td>08/05/2015</td>
</tr>
<tr>
<td>Plans, Specifications &amp; Estimate (PS&amp;E) Submittal</td>
<td>02/05/2016</td>
</tr>
<tr>
<td>Plans, Specifications &amp; Estimate (PS&amp;E) Approval</td>
<td>04/05/2016</td>
</tr>
<tr>
<td>Construction Contract Award (REQUIRED)</td>
<td>07/05/2016</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 request to adjust.
Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: STOP AND YIELD ORDINANCE

BUDGET APPROPRIATION (IF APPLICABLE)  DATE: 3/16/15

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

COMMENTARY:

The attached ordinance reflects changes and additions to citywide stop and yields over the past several months.

Staff requests 1st and 2nd readings and recommends approval.
ORDINANCE NO. __________

AN ORDINANCE REPEALING SECTION 27-89 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 27-89 IN LIEU THEREOF RELATING TO STOP INTERSECTIONS.

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

Section 1: That Section 27-89, Stop intersections - Enumerated generally, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri is hereby repealed and a new Section 27-89 is enacted in lieu thereof as follows:

Sec. 27-89. Stop intersections - Enumerated generally.

The driver of a vehicle shall cause his vehicle to come to a full and complete stop before entering the intersections named below, and he shall then proceed cautiously, yielding the right of way to any pedestrian within any crosswalk adjacent to the intersection and to any vehicle either in the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard. At those intersections labeled "Yield," the driver of a vehicle shall yield the right of way to any vehicle in either the intersection or approaching so closely thereto, when not required to stop, as to constitute an immediate hazard.

First Street, at Rolla Street, at Elm Street, at Oak Street, at Olive Street, at Walnut Street.

Second Street, at Bishop Avenue (Highway 63), at Rolla Street, at Elm Street, at Oak Street, at Olive Street, at Walnut Street.

Fourth Street, at Main Street, at Elm Street, at Oak Street, at Olive Street, at Walnut Street, at Holloway Street.

Fifth Street, at Kingshighway, at Main Street, at Rolla Street, at Elm Street, at Oak Street, at Olive Street, at Walnut Street, at Maple Street (east side), at Maple Street (west side) (Yield), at Holloway Street, at Woodland Drive.

Sixth Street, at Bishop Avenue (Highway 63), at Kingshighway (west side), at Main Street, at Rolla Street, at Olive Street, at Walnut Street (east side), at Walnut street (west side) (Yield), at Salem Avenue, at Iowa Street (Yield), at Holloway Street.

IV. 6.2.
Seventh Street, at Bishop Avenue (Highway 63), at State Street, at Park Street, at Main Street, at Rolla Street, at Olive Street, at Maple Street, at Iowa Street, at Holloway Street, at Murry Lane, at Bulldog Way.

Eighth Street, at Fairgrounds Road, at Bishop Avenue (Highway 63), at Park Street, at Main Street, at Rolla Street, at Olive Street, at Cedar Street.

Ninth Street, at Fairgrounds Road, at Bishop Avenue (Highway 63), at State Street, at Main Street, at Rolla Street, at Oak Street, at Holloway Street, at Murry Lane, at Angus Valley Drive.

Tenth Street, at Fairgrounds Road (west side).

Eleventh Street, at Bishop Avenue (Highway 63), at State Street, at Rolla Street, at Elm Street, at Oak Street, at Olive Street, at Iowa Street, at Holloway Street.

Twelfth Street, at Fourteenth Street, at Powell Avenue (Yield), at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63), Bardsley Road, at Holloway Street.

Thirteenth Street, at Powell Avenue (Yield), at Poole Avenue, at Spring Avenue, at Bishop Avenue (Highway 63), at Pine Street, at Elm Street, at Oak Street, at Bardsley Road, at Iowa Street, at Holloway Street.

Fourteenth Street, at Twelfth Street, at Poole Avenue, at Pine Street, at Bardsley Road, at Holloway Street.

Fifteenth Street, at Pine Street, at Elm Street.

Sixteenth Street, at Pine Street, at Elm Street, at Oak Street.

Seventeenth Street, at Pine Street, at Elm Street, at Cedar Street, at Walnut Street (Yield).

Eighteenth Street, at Pine Street, at Cedar Street, at Walnut Street (northeast side), at Forum Drive, eastbound at roundabout (Yield).

Nineteenth Street, at Olive Street, at Cedar Street, at Walnut Street, at Sharp Road (Yield).

Adrian Avenue, at Strobach Street, at Ridgeview Road, at Black Street (Yield), at Lynwood Drive (Yield), at Adrian Avenue spur near Black Street and Lynwood Drive (Yield) (southbound traffic on west spur yields to east Spur).
Aintree Road, at Soest Road.

Aldi Drive, at Bishop Avenue (Highway 63).

Allyson Court, at Holt Avenue.

Amber Place, at Dover Lane.

Angus Valley Drive, at Tenth Street, at Highland Drive.

Ann Drive, at Ninth Street (Yield), at Tenth Street.

Ann Lee Drive, at Bishop Avenue.

Arkansas Avenue, at Bardsley Road, at Holloway Street, at Spencer Street, at Farrar Drive.

Asher Street, at Tenth Street, at Eleventh Street.

Ashley Drive, at Scottsvale Drive.

Ashwood Drive, at Bittersweet Lane, at Lovers Lane.

Autumn Place, at Dover Lane.

Avon Court, at Winchester Drive.

Bardsley Road, at Twelfth Street, at Eighteenth Street, at Bardsley Street spur near Eighteenth Street (Yield) (southbound traffic on east spur yields to traffic on west spur).

Barnitz Avenue, at Line Avenue (Yield).

Basswood Drive, at Basswood Drive (northeast of the intersection of Basswood Drive and Cottonwood Drive), at Bishop Avenue (Highway 63).

Becca Drive, at Rolla Street.

Beech Street, at Fourth Street, at Fifth Street (south side).

Belmont Court, at Brookridge Drive (Yield).
Belmont Drive, at Brookridge Drive (Yield), at Coventry Lane (Yield).

Belotta Court, at Belotta Drive (Yield)

Belotta Drive, at Rolla Street, at Lions Club Drive.

Bill Street, at Hutchinson Drive (Yield), at Summit Avenue (Yield).

Bittersweet Lane, at Soest Road, at Dover Lane (east side of Dover Lane) (Yield).

Black Street, at Bishop Avenue (Highway 63), at Rucker Avenue.

Bluebird Lane, at Vista Drive (Yield).

Blue’s Lake Parkway, at Martin Springs Drive, at Bridge School Road.

Boxelder Drive, at Redwood Drive, at Maplewood Drive.

Brady Drive, at Rolla Street.

Bray Avenue, at Eighth Street, at Ninth Street.

Briarwood Drive, at Brookridge Drive (Yield).

Bridge School Road, at Kingshighway.

Brighton Court, at Winchester Drive.

Bristol Drive, at Palmer Court, at Country Ridge Road.

Britt Lane, at Casey Lane (west of Ella Court), at Casey Lane (east of Kadison Court).

Broadway Street, at Forum Drive, at Woodlawn Drive, at Eastwood Drive.

Brook Drive, at Camelot Court.

Brookridge Drive, at Soest Road, at Coventry Lane (Yield).

Brookside Lane, at Sycamore Drive.

Bulldog Way, at Seventh Street.
Burgher Drive, at Whitney Lane, at South Murry Lane (Yield).

California Drive, at Forum Drive, at McCutchen Drive.

Cambridge Drive, at Southview Drive, at Winchester Drive.

Canterbury Court, at Pine Tree Road.

Carmel Court, at California Drive (Yield).

Carol Street, at Tory Avenue.

Casey Lane, at Highway O.

Cedar Hill Court, at Sycamore Drive (Yield).

Cedar Grove Road, at Parkwood Drive.

Cedar Street, at Highway 72, at Phelps Avenue (Yield), at Rhodes Avenue (Yield), at First Street (Yield), at Second Street, at Third Street, at Fourth Street (south side), at Fifth Street (north side), at Sixth Street, at Seventh Street, at Eighth Street, at Tenth Street, at Eleventh Street (Yield), at Sixteenth Street, at Eighteenth Street, at Bishop Avenue (Highway 63).

Center Drive, at Hy Point Boulevard, at North Outer Road, a.k.a. Old Route 66 (east of Highway V).

Chapman Drive, at White Columns Drive.

Chelsea Lane, at Dana Renee Drive.

Chestnut Drive, at Sycamore Drive (Yield).

Cheswick Court, at Sherwood Drive.

Chris Court, at Forum Drive.

Christy Drive, at Rolla Street.

Clemens Avenue, at Edith Street (Yield), at Adrian Avenue (Yield).

Cobblestone Drive, at Ironhorse Road.

IV. B. 6.
Collegiate Boulevard, at White Columns Drive.

Columbia Avenue, at Sally Road.

Commerce Drive, at Hy Point Boulevard (Yield).

Commercial Drive, at Highway O, at Highway 72.

Condo Drive, at Timber Creek Road, at Tenth Street.

Cooper Street, at Eagleson Drive.

Coplin Court, at Roseglade Road.

Cottage Court, at Brookside Lane.

Cottonwood Drive, at Basswood Drive, at Bishop Avenue (Highway 63).

Country Lane, at Oak Knoll Road.

Country Ridge Road, at Osage Drive.

Countryside Drive, at Carriage Lane.

County Road 2076, at Highway V, at Hy Point North.

Coventry Lane, at Aintree Road (Yield).

Crescent Ridge, at Countryside Drive.

Crestview Drive, at Fort Wyman Road.

Crinoidal Court, at White Columns Drive.

Curtis Drive, at Scottsvale Drive, at Richard Drive.

Cypress Drive, at Sycamore Drive (near Eagle Wing Drive), at Sycamore Drive (Yield) (near Mimosa Drive).

Dana Renee Drive, at Rolla Street.

Danata Street, at Nagogami Road (Highway E).
Del Mar Court, at Forum Drive.

Devonshire Lane, at Winchester Drive (Yield) (west of Stratford Lane), at Winchester Drive (Yield) (east of Stratford Lane).

Dogwood Lane, at Pine Tree Road, at Redbud Lane.

Donald Drive, at Commercial Drive (Yield).

Dover Lane, at Whitney Lane (Yield).

Duane Avenue, at Twelfth Street (Yield).

Eagleson Drive, at Vichy Road, at Cooper Street

Eagle Wing Drive, at Cypress Drive.

Eastwood Drive, at Forum Drive, at McCutchen Drive, at Eastwood Drive cul-de-sac (Yield) (west of Broadway), at Eastwood Drive cul-de-sac (Yield) (east of Broadway).

Ella Court, at Britt Lane, at Casey Lane.

Elliot Drive, at Salem Avenue.

Elm Street, at Highway 72, at Third Street, at Sixth Street, at Seventh Street, at Eighth Street, at Ninth Street, (north side), at Tenth Street (north side), at Eleventh Street, at Twelfth Street (north side has two per one way street), at Fourteenth Street, at Eighteenth Street, (north side) at Bishop Avenue (Highway 63).

Elmwood Drive, at Highway 72.

Emily Drive, at Nagogami Road (Highway E).

Enterprise Drive, at Highway V.

Fairburn Drive, at Vienna Road (north side), at Vienna Road (south side).

Fairgrounds Road, at Bryant Road, at Kingshighway.

Farrar Drive, at Eighteenth Street, at Old St. James Road.
Faulkner Avenue, at Williams Road, at Highway 72, at Black Street, at Second Street.

Forest Drive, at Woodland Drive (south side) (Yield), at Woodland Drive south spur (Yield), at Woodland Drive north spur (Yield).

Forest Place, at Osage Drive.

Fort Wyman Road, at Rolla Street.

Forum Drive, at Old St. James Road, at Eighteenth Street, northbound at roundabout (Yield), at Eighteenth Street, southbound at roundabout (Yield).

Fox Creek Road, at Soest Road (north side), at Whitney Lane.

Frost Drive, at Highway 72.

Gale Drive, at Fairgrounds Road.

Gano Drive, at Highway 72.

Gene Drive, at Salem Avenue.

Germann Court, at Oak Knoll Road (Yield).

Grandsir Avenue, at Highland Drive, at Murry Lane.

Granite Drive, at Sandstone Street (Yield), at Coventry Lane (Yield).

Grant Circle, at Independence Road (Yield).

Great Oaks Drive, at Woodland Drive, (Yield).

Green Acres Drive, at Highway 72 (east and west side), at Green Acres Drive (west side) 300 feet south of Highway 72.

Greenbriar Drive, at Tenth Street.

Greentree Road, at Soest Road, at Whitney Lane, at Tenth Street (south side).

Gulf Avenue, at Iowa Street, at Holloway Street, at Farrar Drive.
Halifax Drive, at Newcastle Drive (near Newcastle Court), at Newcastle Drive (southeast of Hampton (Court)).

Hampton Court, at Halifax Drive (Yield).

Hartville Road, at Bishop Avenue (Highway 63).

Harvard Avenue, at Columbia Avenue.

Harvey Court, at Harvey Lane (Yield).

Harvey Lane, at McCutchen Drive, at Old St. James Road.

Hauck Drive, at Forum Drive, at Tenth Street.

Hawthorne Drive, at Woodland Drive (Yield).

Heller Street, at Fourteenth Street, at Gulf Avenue, at Arkansas Avenue, at Missouri Avenue.

Hess Avenue, at Adrian Avenue (Yield).

High Street, at Tenth Street, at Eleventh Street (Yield), at Twelfth Street, at Thirteenth Street, at Fourteenth Street (Yield).

Highland Drive, at Grandsir Avenue (west side), at Angus Valley Drive, at Forum Drive, at Greentree Road.

Hillview Drive, at Broadway (Yield), at McCutchen Drive.

H-J Drive, at Kingshighway.

Holloway Street, at Salem Avenue, at Eighteenth Street.

Holmes Road, at Salem Avenue, at Soest Road.

Holt Avenue, at Tory Avenue.

Homelife Plaza, at Forum Drive.

Honeysuckle Lane, at Soest Road.

Houston Road, at Bishop Avenue (Highway 63), at Rolla Street.
Huntleigh Drive, at Highway O, at Inverness Lane.

Hutchinson Drive, at Pete Avenue.

Hyer Court, at Vista Drive (Yield).

Hy Point Boulevard, at Hy Point North (south and west side), at Highway V.

Hy Point North, at Highway V.

Independence Road, at Liberty Drive (Yield), at Tenth Street.

Industrial Park Drive, at Old St. James Road.

Innovation Drive, at Tenth Street

Innsbrook Drive, at Wakefield Drive (Yield).

International Village Drive, at White Columns Drive.

Iowa Street, at Fifth Street (Yield), at Seventh Street, at Tenth Street, Twelfth Street, at Fourteenth Street, at Arkansas Avenue, at Missouri Avenue.

Irene Lane, at Seventh Street (Yield).

Iris Court, at Highway 72.

Ironhorse Road, at Carriage Lane, at Countryside Drive.

Jackson Circle, at Independence Road (Yield).

Johnson Street, at Highway 72, at Richard Drive (Yield).

Joyce Avenue, at Eleventh Street (Yield).

Juliene Street, at Kingshighway.

Kadison Court, at Britt Lane, at Casey Lane.

Keeton Road, at Bishop Avenue (Highway 63).

Keeney Court, at Laird Avenue (Yield).
Kensington Parkway, at Lovers Lane.

Kent Lane, at Bishop Avenue (Highway 63), at Parkwood Drive.

King Drive, at Highway 72.

La Chateau Place, at Southview Drive.

La Guille Court, at Mark Twain Drive, at Soest Road.

La Jolla Court, at Tory Avenue.

Laird Avenue, at Johnson Street (Yield).

Lakeview Drive, at Twelfth Street

Lancelot Drive, at Camelot Court.

Lanning Lane, at Rolla Street (west side).

Lariat Lane, at Marti Drive, at Rolla Street.

Laurel Drive, at Chestnut Drive.

Lauren Court, at Holt Avenue.

Lee Circle, at Independence Road (Yield).

Leonard Avenue, at Salem Avenue.

Leroy Street, at Fourteenth Street, at Gulf Avenue, at Arkansas Avenue, at Missouri Avenue.

Lester Drive, at Adrian Avenue (west side) (Yield), at Adrian Avenue (east side).

Liberty Drive, at McCutchen Drive.

Lincoln Lane, at Liberty Drive (Yield), at Washington Avenue (Yield).

Line Avenue, at Osage Drive.
Lions Club Drive, at Bishop Avenue (Highway 63), at Rolla Street, at Highway O, at Highway 72.

Little Oaks Road, at Bishop Avenue (Highway 63), at Rolla Street.

Lizzy Lane, at Danata Street, at Nagogami Road (Highway E).

Long View Lane, at Osage Drive.

Lovers Lane, at Soest Road, at Tenth Street (south side).

Main Street, at First Street, at Second Street, at Fourth Street, (north side) at Sixth Street, at Eighth Street, at Tenth Street, at Eleventh Street.

Malibu Court, at California Drive (Yield).

Mallard Square, at Turkey Run Road (east and west side).

Maple Street, at Fifth Street, at Seventh Street, at Tenth Street, at Eleventh Street, at Twelfth Street, at Thirteenth Street, at Fourteenth Street.

Maplewood Drive, at Cottonwood Drive, at Redwood Drive.

Mark Twain Drive, at Holmes Road.

Marti Drive, at Laurel Drive, at Oak Knoll Road (Yield).

Martin Street, at Fourteenth Street, at Gulf Avenue, at Arkansas Avenue, at Missouri Avenue.

Maxwell Street, at Eighteenth Street, at Old St. James Road.

McCutch en Drive, at Tenth Street, at Old St. James Road, at Rolla Recycling center Parking lot exit (north side of Old St. James Road and approx. 250 feet west of McCutch en Drive).

McFarland Drive, at Highway 72 (east and west side), at Chestnut Drive (Yield) (east and north side).

Meadow Court, at Brookridge Drive (Yield).

Meadowbrook Drive, at Brook Drive, at Vichy Road.

IV. 8.13.
Meriwether Road, at White Columns Road.

Mimosa Drive, at Sycamore Drive (Yield).

Missouri Avenue, at Bardsley Road, at Holloway Street, at Spencer Street, at Farrar Drive.

Monterey Court, at California Drive (Yield).

Morrell Avenue, at Adrian Avenue (Yield), at Ridgeview Road, at Lynwood Drive.

Mossman Lane, at Olive Street.

Murry Lane, at Angus Valley Drive, at Tenth Street.

Nancy Lane, at Johnson Street (Yield), at Laird Avenue (Yield).

Newcastle Court, at Newcastle Drive.

Newcastle Drive, at Winchester Drive.

Newman Road, at Elm Street, at Olive Street.

Nippert Drive, at Poe Drive (Yield).

Norwich Drive, at Southview Drive, at Winchester Drive.

Oak Knoll Road, at Southview Drive (Yield).

Oak Street, at Highway 72, at Third Street, at Sixth Street, at Twelfth Street, at Fourteenth Street, at Sixteenth Street, at Seventeenth Street, at Eighteenth Street, at Bishop Avenue (Highway 63).

Oaklane Drive, at Bishop Avenue (Highway 63), at Houston Road.

Oaktree Lane, at Ashwood Drive, at Soest Road.

October Place, at Bittersweet Lane.

Old English Road, at Fox Creek Road (Yield), at Whitney Lane.

Old St. James Road, at Eighteenth Street (north side).
Olive Street, at Highway 72, at Third Street, at Sixth Street, at Eighth Street, at Twelfth Street (south side), Sixteenth Street, at Seventeenth, at Eighteenth Street, at Bishop Avenue (Highway 63).

Orchard Drive, at Fifth Street (Yield), at Holloway Street (Yield).

Osage Drive, at Highway 72, at Lions Club Drive.

Overland Drive, at Huntleigh Drive, at Inverness Lane.

Oxford Drive, at Southview Drive, at Winchester Drive.

Ozark Street, at Gulf Avenue, at Arkansas Avenue, at Missouri Avenue.

Palmer Court, at Country Ridge Road.

Park Street, at Second Street, at Fourth Street, at Fifth Street, at Post Office exit, at Eighth Street, (south side has two per one way street), at Ninth Street, (south side has two per one way street).

Parkwood Drive, at Basswood Drive.

Pauline Lane, at Seventh Street (Yield).

Peach Tree Lane, at Pine Tree Road, at Redbud Lane.

Pebble Stone Lane, at Lions Club Drive, at Rolla Street.

Pecan Grove, at Fort Wyman Road.

Penny Lane, at Lester Drive (Yield).

Pershing Drive, at Hillview Drive (Yield), at McCutchen Drive.

Pershing Place, at Independence Road, at McCutchen Drive.

Pete Avenue, at Highway 72, at Southview Drive.

Pheasant Hill, at Cypress Drive (Yield), at Sycamore Drive (Yield).

Phelps Avenue, at Oak Street (Yield), at Olive Street, at Walnut Street.
Pilgrim Place, at Bittersweet Lane.

Pine Street, at First Street (Yield), at Second Street, at Third Street, at Fourth Street.

Poe Drive, at Rolla Gardens Drive.

Poole Avenue, at Tenth Street, at Eleventh Street, at Fourteenth Street.

Powell Avenue, at Eleventh Street, at Fourteenth Street.

Ramsey Place Road, at Lions Club Drive, at Silverleaf Lane.

Redbud Lane, at Richard Drive, at Pine Tree Road.

Redwood Drive, at Lions Club Drive, at Basswood Drive.

Republic Drive, at Commercial Drive (Yield).

Rhodes Avenue, at Oak Street (Yield), at Olive Street, at Walnut Street.

Richard Drive, at Pine Tree Road, at Redbud Lane.

Ridgeway Road, at Morrell Avenue, at Bishop Avenue (Highway 63) (north side) (Yield), at Walker.

Robyn Leann Drive, at Chelsea Lane.

Rolla Gardens Drive, at Highway 72 (west of Rose Court), at Highway 72 (east of Iris Court).

Rolla Street, at Third Street, at Sixth Street, (north side has two per one-way street), at Eighth Street (north side has two per one-way street), at Sixteenth, (north side).

Rose Court, at Highway 72.

Roseglade Road, at Vichy Road, at Vienna Road.

Rucker Avenue, at Highway 72, at Second Street.

Sally Road, at Old Wire Outer Road.

IV. 8.16.
San Fernando Court, at California Drive (Yield).

Sandstone Street, at Brookridge Drive (Yield), at Coventry Lane (Yield).

Savannah Court, at Vienna Road.

Scenic Drive, at Broadway, at Truman Avenue (Yield).

Scottsvale Drive, at Pine Tree Road.

Shady Acres Court, at Fort Wyman Road.

Shady Lane, at Rolla Street.

Sherman Avenue, at Independence Road.

Sheron Avenue, at Highway 72.

Sherwood Drive, at Scottsvale Drive.

Short Street, at Ann Lee Drive.

Skyline, at Woodcrest Drive.

Soest Road, at Salem Avenue.

Sooter Lane, at Rolla Street.

South Murry Lane, at Soest Road, at Whitney Lane.

Southbrook Drive, at Highway 72 (east and west side).

Southview Drive, at Lions Club Drive, at Oak Knoll Road (just southwest of Country Lane), at Oak Knoll Road, at Lariat Lane, at Winchester Drive, at Highway 72.

Spencer Street, at Fourteenth Street, at Gulf Avenue, at Missouri Avenue, at Eighteenth Street.

Spilman Avenue, at Stroback Street, at Ridgeview Road (south side), at Black Street.

Spring Avenue, at Tenth Street, at Eleventh Street, at Thirteenth Street.
State Street, at Second Street, at Sixth Street (north side has two per one-way street), at Eighth Street (north side has two per one-way street), at Eleventh Street.

Steeplechase Road, at Soest Road (south side), at Coventry Lane (Yield).

Stephendale Court, at Highway 72.

Stoltz Road, at Tenth Street.

Stratford Lane, at Winchester Drive, at Devonshire Lane.

Strobach Street, at Bishop Avenue (U.S.(Highway 63) (west side), at Adrian Avenue.

St. John’s Parkway, at Bridge School Road, at Martin Springs Drive.

St. Patrick’s Lane, at Bishop Avenue (Highway 63), at the intersection of St. Patricks Lane and the north entrance to V.H. McNutt Hall parking, at Vichy Road.

Summit Avenue, at Salem Avenue, at Highway 72, at Hutchinson Drive (Yield).

Sunshine, at Vichy Road

Sycamore Drive, at Lions Club Drive, at Highway O.

Sydney Court, at McFarland Drive (Yield).

Timberlane Court, at Silverleaf Lane (south side) (Stop), (north side) (Yield).

Tipton Court, at Sherwood Drive.

Tory Avenue, at Farrar Drive, at Forum Drive.

Traci Dawn Drive, at Chelsea Lane.

Truman Avenue, at Forum Drive, at McCutchen Drive, at Pershing Place (west side) (Yield).

Turkey Run, at Sycamore Drive (west of Cypress Drive) (Yield), at Sycamore Drive (east of Mallard Square), at Cypress Drive.
Valli-Hi Avenue, at Vichy Road, at Valli-Hi turn around.

Viburnum Lane, at Pine Tree Road, at Redbud Lane.

Victoria Lane, at Rolla Street.

Vienna Road, at Vichy Road.

Vista Drive, at Nagogami Road (Highway E).

Wakefield Drive, at Greenbriar Drive (Yield), at Whitney Lane (Yield).

Walker Avenue, at Black Street, at Kingshighway, at Ridgeview Road, at Strobach Street.

Walnut Street, at Highway 72, at Fifth Street (north bound south side only), at Sixth Street (north side), at Seventh Street, at Eighteenth Street, at Eighteenth Street (where it meets with Walnut Street again).

Washington Avenue, at Independence Road (Yield).

Waterford Court, at Pine Tree Road.

Wellington Drive, at Tenth Street.

White Columns, at north city limits (street in Woodcrest Trailer Park), at Nagogami Road (Highway E), (at roundabout) (Yield).

Whitecliff Drive, at Belmont Drive (Yield), at Coventry Lane (Yield).

Whitney Lane, at Highland Drive, at Greentree Road, at Greenbriar Drive (Yield).

Williams Road, at Bishop Avenue (Highway 63), at Rolla Street.

Wilson Circle, at Independence Road (Yield).

Winchester Drive, at Highway O, at Chestnut Drive, at Rolla Street (east side).

Woodcrest Drive, at Vichy Road.

Woodland Drive, at Holloway Street, at Salem Avenue.
Woodlawn Court, at Forum Drive (west side).

Woodlawn Drive, at Forum Drive (east side), at McCutchen Drive.

Yale Avenue, at Harvard Avenue.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF MARCH 2015.

APPROVED

ATTEST: ________________

MAYOR

_________________________
CITY CLERK

APPROVED AS TO FORM:

_________________________
CITY COUNSELOR

IV. 6.20.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance 1st ______ Reading

ITEM/SUBJECT: NO PARKING ORDINANCE

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 3/16/15

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

COMMENTARY:

The attached ordinance reflects any recent changes in no parking restrictions. In addition staff completed a field survey of all existing no parking zones throughout the city. This ordinance reflects the results of the survey. In addition, these no parking zones have been added to our GIS mapping.

Staff requests 1st and 2nd readings and recommends approval.
ORDINANCE NO.

AN ORDINANCE REPEALING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 27-92 IN LIEU THEREOF PERTAINING TO PARKING.

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

Section 1: That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby repealed and a new Section 27-92 is enacted in lieu thereof as follows:

Sec. 27-92. Parking prohibited - On certain streets or parts of streets.

It shall be unlawful for any person to park a vehicle in the designated areas of the public streets as follows: (Ord. 1769, §1.)

Second Street, on the north side, from a point two hundred twenty feet east of Park Street to a point two hundred fifty-five feet east of Park Street.

Third Street, on the north side, from a point fifty feet east of the intersection of Third Street and Rolla Street to the intersection of Third Street and Rolla Street. (Ord. 2266, §1.)

Fifth Street, on the south side, between Salem Avenue and Orchard Drive. (Ord. 2397, §5.)

Sixth Street, on the north side, between Rolla Street and State Street.

Sixth Street, on the south side, between Park Street and Rolla Street.

Sixth Street, on the south side, from a point sixty-five feet west of the intersection of Sixth Street and Pine Street to the intersection of Sixth Street and Pine Street. (Ord. 1279, §1; Ord. 1769, §1.)

Sixth Street, on either side, between Pine Street and the center of the Railroad tracks.

Sixth Street, on the south side, between Olive Street and Oak Street. (Ord. 1657, §1; Ord. 1769, §1.)

Sixth Street, on the north side, from a point forty-five feet east of the intersection of Sixth Street and Olive Street to the intersection of Sixth Street and Olive Street. (Ord. 1650, §1; Ord. 1769, §1.)

Sixth Street, on the north side, between Olive Street and Cedar Street.
Sixth Street, on the north side, from a point thirty feet east of the intersection of Sixth Street and Holloway Street to the intersection of Sixth Street and Holloway Street.

Seventh Street, on the north side, from a point fifty feet east of the intersection of Seventh Street and State Street to the intersection of Seventh Street and State Street. (Ord. 2156, §1.)

Seventh Street, on the south side, between State Street and Park Street. (Ord. 2156, §1.)

Seventh Street, on the north side, from a point thirty-five feet west of the intersection of Seventh Street and Main Street to the intersection of Seventh Street and Main Street. (Ord. 2156, §1.)

Seventh Street, on the south side, from a point fifty feet west of the intersection of Seventh Street and Main Street to the intersection of Seventh Street and Main Street. (Ord. 2156, §1.)

Seventh Street, on the north side, from a point seventy feet west of the intersection of Seventh Street and Oak Street to a point ninety feet west of the intersection of Seventh Street and Oak Street. (Ord. 2156, §1.)

Seventh Street, on the north side, from a point fifty feet east of the center of the Railroad tracks to a point ninety-five feet east of the center of the Railroad tracks. (Ord. 2156, §1.)

Seventh Street, on the north side, from a point two hundred thirty-five feet west of the intersection of Seventh Street and Olive Street to the intersection of Seventh Street and Olive Street. (Ord. 2156, §1.)

Seventh Street, on the south side, from a point eighty feet east of the intersection of Seventh Street and Elm Street to the intersection of Seventh Street and Elm Street. (Ord. 2156, §1.)

Seventh Street, on the north side, between Olive Street and Maple Street.

Seventh Street, on the south side, from a point sixty-five feet west of the intersection of Seventh Street and Cedar Street to the intersection of Seventh Street and Cedar Street.

Seventh Street, on the south side, between Walnut Street and Iowa Street.
Eighth Street, on the north side, from a point one hundred forty-five feet east of the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63). (Ord. 1638, §1; Ord. 1769, §1.)

Eighth Street, on the north side, from a point fifty-five feet west of the intersection of Eighth Street and State Street to the intersection of Eighth Street and State Street. (Ord. 1930, §1.)

Eighth Street, on the south side, from a point two hundred forty feet east of the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63).

Eighth Street, on the north side, from a point fifty feet east of the intersection of Eighth Street and State Street to the intersection of Eighth Street and State Street. (Ord. 1930, §1.)
Eighth Street, on the south side, from a point fifty feet east of the intersection of Eighth Street and Park Street to the intersection of Eighth Street and Park Street. (Ord. 1930, §1.)

Eighth Street, on the south side, from a point forty feet west of the intersection of Eighth Street and Main Street to the intersection of Eighth Street and Main Street. (Ord. 1930, §1.)

Eighth Street, on the north side, from a point seventy feet east of the center of the Railroad tracks to a point one hundred feet east of the center of the Railroad tracks. (Ord. 2156, §1.)

Ninth Street, on the north side, between State Street and Main Street

Ninth Street, on either side, between Elm Street and Oak Street

Tenth Street, on either side, between Bishop Avenue (U.S. Highway 63) to the Eastern border of the Rolla City Limits.

Tenth Street, on the south side, between Fairgrounds Road and Bishop Avenue (U.S. Highway 63).

Tenth Street, on the north side, from the intersection of Fairgrounds Road to a point eighty feet east of the intersection of Asher Street.

Tenth Street, on the north side, between Spring Avenue and Bishop Avenue (U.S. Highway 63).
Eleventh Street, on the north side, from a point five hundred thirty-five feet west of the intersection of Eleventh Street and Joyce Street to the intersection of Eleventh Street and Joyce Street.

Eleventh Street, on the south side, from a point two hundred seventy feet west of the intersection of Eleventh Street and Asher Street to the intersection of Eleventh Street and Asher Street.

Eleventh Street, on the south side, from a point sixty-five feet west of the intersection of Eleventh Street and Bishop Avenue (U.S. Highway 63) to the intersection of Eleventh Street and Bishop Avenue (U.S. Highway 63).

Eleventh Street, on the south side, from a point two hundred eighty-five feet west of the intersection of Eleventh Street and State Street to the intersection of Eleventh Street and State Street.

Eleventh Street, on the north side, from a point one hundred seventy-five feet east of the intersection of Eleventh Street and State Street to the intersection of Eleventh Street and State Street.

Eleventh Street, on the south side, between State Street and Rolla Street.
Twelfth Street, on the north side, and on the south side, from a point eighty feet west of the intersection of Twelfth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Twelfth Street and Bishop Avenue (U.S. Highway 63).

Twelfth Street, on the south side, from a point eighty-five feet east of the intersection of Twelfth Street and Oak Street to the intersection of Twelfth Street and Oak Street.

Twelfth Street, on the north side, from a point one hundred ninety-five feet east of the center of the Railroad tracks to the center of the Railroad tracks.

Thirteenth Street, on the north side, from the intersection of Bishop Avenue (U.S. Highway 63) to a point one hundred forty feet west of the intersection of Fourteenth Street and Bishop Avenue (U.S. Highway 63).

Thirteenth Street, on the north side, from a point fifty feet west the intersection of Thirteenth Street and Oak Street to west of the intersection of Thirteenth Street and Oak Street.

Thirteenth Street, on the north side, from a point eighty-five feet west of the intersection of Thirteenth Street and Oak Street to a point one hundred ten feet west of the intersection of Thirteenth Street and Oak Street.

Fourteenth Street, on the north side, between Poole Street and Twelfth Street.
Fourteenth Street, on the south side, from a point ninety-five feet west of the intersection of Fourteenth Street and Poole Street to the intersection of Fourteenth Street and Poole Street.

Fourteenth Street, on the north side, from the intersection of the Pine Street spur to the intersection of Fourteenth Street and Pine Street.

Fourteenth Street, on the south side, between Oak Street and the Schuman Park parking lot.

Fourteenth Street, on either side, between Holloway Street and Farrar Street.

Sixteenth Street, on the north side, between Rolla Street and Pine Street. (Ord. 3635, §1)

Sixteenth Street, on the south side, from a point fifty feet east of the intersection of Sixteenth Street and Oak Street to the intersection of Sixteenth Street and Oak Street.

Eighteenth Street, on either side, between Vichy Road and Tower Road. (Ord. 2397, §5.)

Eighteenth Street, on the south side, between Pine Street and Elm Street.

Eighteenth Street, on the north side, from a point forty feet east of the intersection of Eighteenth Street and Elm Street to the intersection of Eighteenth Street and Elm Street.

Eighteenth Street, on the north and southeast confluence of the intersection of Eighteenth Street and Walnut Street.

Eighteenth Street, on either side, between Walnut Street and the Forum Drive round-a-bout.

Asher, on the west side, between Tenth Street and Eleventh Street.

Bardsley Road, on either side, from Twelfth Street to Eighteenth Street.

Becca Drive, on the cul-de-sac. (Ord. 3206, §1)

Bishop Avenue (U.S. Highway 63), on either side, within the city limits.

Black Street, on the south side, between Bishop Avenue (U.S. Highway 63) and Faulkner Avenue.
Brady Drive, on the cul-de-sac. (Ord. 3206, §1)

Cedar Street, on the east side, from a point forty feet north of the intersection of Cedar Street and Fifth Street to the intersection of Cedar Street and Fifth Street.

Cedar Street, on either side, from a point forty feet south of the intersection of Cedar Street and Sixth Street to the intersection of Cedar Street and Sixth Street.

Cedar Street, on the west side, from a point forty feet south the intersection of Cedar Street and Seventh Street to the intersection of Cedar Street and Seventh Street.

Cedar Street, on the west side, from a point sixty-five feet north of the intersection of Cedar Street and Seventh Street to the intersection of Cedar Street and Seventh Street.

Cedar Street, on the west side, from a point eighty feet south of the intersection of Cedar Street and Eighth Street to the intersection of Cedar Street and Eighth Street.

Cedar Street, on the east side, from a point eighty feet south of the intersection of Cedar Street and Bulldog Run to the intersection of Cedar Street and Bulldog Run.

Cedar Street, on either side, from a point one hundred ten feet south of the intersection of Cedar Street and Tenth Street to the intersection of Cedar Street and Tenth Street.

Collegiate Boulevard, on either side.

Condo Drive, on either side, between Tenth Street and Timber Creek Road.

Edith Street, on the west side, between Strobach Street and Hess Avenue. (Ord. 3722, §1.)

Elm Street, on the west side, between Highway 72 and First Street. (Ord. 1182, §5; Ord. 1258, §1; Ord. 1769, §1.)

Elm Street, on the east side, from a point fifty feet south of the intersection of Elm Street and Seventh Street to the intersection of Elm Street and Seventh Street.

Elm Street, on the west side, between Ninth Street and Tenth Street.

Elm Street, on the east side, from a point fifty feet south of the intersection of Elm Street and Tenth Street to the intersection of Elm Street and Ninth Street.

Elm Street, on the west side, from a point eighty feet south of the intersection of Sixteenth Street to the intersection of Elm Street and Sixteenth Street.

IV. C. 7.
Ordinance No. __________
Page 7 of 15

*Elm Street*, on the east side, from a point fifty feet south of the intersection of Elm Street and Eighteenth Street to the intersection of Elm Street and Eighteenth Street.

*Elm Street*, on the west side, north of Bishop Avenue (U.S. Highway 63).

*Fairgrounds Road*, on the east side, from a point one hundred twenty feet south of the intersection of Fairgrounds Road and Tenth Street to the intersection of Fairgrounds Road and Tenth Street.

*Fairgrounds Road*, on the east side, from a point seventy feet north of the intersection of Fairgrounds Road and Kingshighway to the intersection of Fairgrounds Road and Kingshighway. (Ord. 2152, §1.)

*Fairgrounds Road*, on west side, from Ninth Street to Tenth Street. (Ord. 3554, §1)

*Fairgrounds Road*, on the west side, from a point two hundred and fifty feet north of the intersection of Fairgrounds Road and Kingshighway to the intersection of Fairgrounds Road and Kingshighway.

*Farrar Drive*, on the east side, between Fourteenth Street and Eighteenth Street. (Ord. 2152, §1.)

*Faulkner Avenue*, on the east side, from a point one hundred feet north of the intersection of Faulkner Avenue and Route 72 to a point one hundred thirty feet north of the intersection of Faulkner Avenue and Route 72.

*Forum Drive*, on the east side, from a point one hundred forty-five feet north of the intersection of Forum Drive and California Drive to the intersection of Forum Drive and California Drive. (Ord. 2491, §2.)

*Forum Drive*, on either side, between Soest Road and Tenth Street.

*Forum Drive*, on the west side, between Tenth Street and Homelife Plaza.

*Forum Drive*, on the east side, between Tenth Street and Truman Avenue.

*Forum Drive*, on the east side, from a point one hundred fifty feet south of the Eighteenth Street round-a-bout to the intersection of the Eighteenth Street Round-a-bout.

*Forum Drive*, on the west side, from a point seventy feet south of the Eighteenth Street round-a-bout to the intersection of the Eighteenth Street round-a-bout.

*Gale Drive*, on the north side.
Greentree Road, on either side, from a point three hundred feet south of the intersection of Greentree Road and Tenth Street to the intersection of Greentree Road and Tenth Street.

Greentree Road, on the east side, from a point three hundred feet south of Tenth Street to a point four hundred feet south of Tenth Street. (Ord. 3663, §1)

Gulf Avenue, on the north side, between Ozark Street and Holloway Street.

Highway 72, on either side, from the intersection of Highway 72 and Bishop Avenue (U.S. Highway 63) to the intersection of Highway 72 and the southeast city limits.

Highway E (University Drive and Nagogami Road), on either side, between Bishop Avenue (Highway 63) and west city limits. (Ord. 1769, §1.)

Holloway Street, on the east side, between the Tenth Street and Eighteenth Street. (Ord. 2152, 1958, §1.)

Holloway Street, on the west side, from a point one hundred thirty feet north of the intersection of Holloway Street and Tenth Street to the intersection of Holloway Street and Tenth Street.

Holloway Street, on both sides, between Ninth Street and Tenth Street. (Ord. 2266, §1.)

Holmes Lane, on the east side, from a point one hundred forty feet north of the intersection of Holmes Lane and Salem Avenue to the intersection of Holmes Lane and Salem Avenue.

Hy Point Boulevard, on either side, between Highway V and Hy Point North.

Hy Point North, on the north side, between Hy Point Boulevard and Highway V.

Independence Drive, on the east side, between Independence Drive and Sherman Avenue.

Independence Drive, on the west side, from a point four hundred twenty-five feet north of the intersection of Independence Drive and Pershing Place to the intersection of Independence Drive and Pershing Place.

Johnson Street, on either side, from a point one hundred thirty feet north of the intersection of Johnson Street and Highway 72 to the intersection of Johnson Street and Highway 72.
Johnson Street, on the west side, from a point one hundred thirty feet north of the intersection of Johnson Street and Highway 72 to the intersection of Johnson Street and Highway 72.

Kingshighway, on either side, from the intersection of Kingshighway, Sixth Street, and State Street to the west city limits. (Ord. 1182, §5; Ord. 1514, §1; Ord. 1584, §1; Ord. 1585, §1; Ord. 1769, §1; Ord. 1953, §1; Ord. 2052, §1.)

Lanning Lane, on the south side, from a point eight hundred eighty-five feet from the intersection of Lanning Lane and Bishop (U.S. Highway 63) to a point nine hundred thirty feet from the intersection of Lanning Lane and Bishop (U.S. Highway 63).

Lions Club Drive (Route CC), on either side, from the west line of the Rolla City Limits to the intersection of Bishop Avenue (U.S. Highway 63).

Lions Club Drive, on either side, from the intersection of Bishop Avenue (U.S. Highway 63) to the intersection of Highway 72, except nineteen hundred and sixty feet on the south side east of the intersection of Bishop Avenue (U.S. Highway 63).

Main Street, on the east side, between Fourth Street and Fifth Street. (Ord. 1711, §1; Ord. 1769, §1.)

Main Street, on the west side, from a point one hundred fifty feet north of the intersection of Main Street and Fourth Street to the intersection of Main Street and Fourth Street.

Main Street, on the east side, from a point forty feet south of the intersection of Main Street and Seventh Street to the intersection of Main Street and Seventh Street. (Ord. 1725, §1; Ord. 1853, §1.)

Main Street, on the east side, from a point forty feet north of the intersection of Main Street and Seventh Street to the intersection of Main Street and Seventh Street. (Ord. 1725, §1; Ord. 1853, §1.)

Main Street, on the east side, from a point sixty feet south of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

Main Street, on the west side, from a point one hundred twenty feet south of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

Main Street, on the east side, from a point sixty feet north of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.
Main Street, on the west side, from a point sixty feet north of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

Main Street, on the east side, from a point eighty-five feet north of the intersection of Main Street and Tenth Street to a point one hundred thirty feet north of the intersection of Main Street and Tenth Street.

Main Street, on the west side, from a point sixty feet north of the intersection of Main Street and Tenth Street to the intersection of Main Street and Tenth Street.

Maple Street, on the west side, between Seventh Street and the Rolla High School parking lot.

Maple Street, on the east side, from a point seventy-five feet north of the intersection of Maple Street and Seventh Street to the intersection of Maple Street and Seventh Street.

Martin Springs Drive (south outer road of Interstate Highway 44), on either side, between Kingshighway and the west city limits. (Ord. 1769, §1.)

McCutchlen Drive, on east side, between Tenth Street and Truman Avenue.

Oak Street, on the west side, between Eighth Street and Ninth Street.

Oak Street, on the west side, from a point forty feet north of the intersection of Oak Street and Thirteenth Street to the intersection of Oak Street and Thirteenth Street.

Oak Street, on the east side, from a point forty feet north of the Schuman Park parking lot to the intersection of Oak Street and Fourteenth Street.

Old Wire Outer Road, (north outer road of Interstate Highway I-44), on either side, between Kingshighway and the west city limits.

Olive Street, on the west side, between Fifth Street and Sixth Street.

Olive Street, on the west side, from a point one hundred feet south of the intersection of Olive Street and Eighth Street to the intersection of Olive Street and Eighth Street.

Olive Street, on the east side, between Tenth Street and Eleventh Street.

Park Street, on the west side, from a point sixty feet south of the intersection of Park Street and Seventh Street to the intersection of Park Street and Seventh Street. (Ord. 1930, §1.)
Park Street, on the east side, from a point seventy-five feet south of the intersection of Park Street and Seventh Street to the intersection of Park Street and Seventh Street.

Park Street, on the west side, between Seventh Street and Eighth Street.

Park Street, on the east side, from a point forty feet north of the intersection of Park Street and Seventh Street to the intersection of Park Street and Seventh Street.

Park Street, on the east side, from a point one hundred thirty-five feet south of the intersection of Park Street and Eighth Street to the intersection of Park Street and Eighth Street.

Pine Street, on the east side, from a point seventy feet north of the intersection of Pine Street and Eighth Street to the intersection of Pine Street and Eighth Street.

Pine Street, on either side, from a point thirty-five feet south of the intersection of Pine Street and Twelfth Street to the intersection of Pine Street and Twelfth Street.

Pine Street, on the west side, between Twelfth Street and Bishop Avenue (U.S. Highway 63). (Ord. 1569, §1; Ord. 1769, §1.)

Pine Street, on the east side, between Twelfth Street and Thirteenth Street. (Ord. 1266, §1; Ord. 1769, §1.)

Pine Street, on either side, from a point one hundred fifty feet south of the intersection of Pine Street and Fourteenth Street to the intersection of Pine Street and Fourteenth Street.

Pine Street, on the east side, between Fourteenth Street and the Pine Street spur.

Pine Street (spur), on the west side, from the intersection of the Pine Street spur and Fourteenth Street to the intersection of the Pine Street spur and Pine Street.

Pine Street (spur), on the east side, from a point thirty feet south of the intersection of the Pine Street spur and Pine Street to the intersection of the Pine Street spur and Pine Street.

Pine Street, on the east side, from a point sixty feet south of the intersection of Pine Street and Fifteenth Street to the intersection of Pine Street and Sixteenth Street.

Pine Street, on the east side, from a point forty feet south of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

Pine Street, on the east side, from a point forty feet north of the intersection of Pine
Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street. **Pine Street**, on the east side, from a point one hundred eighty-five feet south of the intersection of Pine Street and Eighteenth Street to the intersection of Pine Street and Bishop Avenue (Highway 63).

**Pine Tree Road**, on either side, between Soest Road and Highway 72. (Ord. 3295, §1)

**Poole Avenue**, on the west side, from a point eighty feet from the intersection of Poole Avenue and Fourteenth Street to the intersection of Poole Avenue and Fourteenth Street.

**Poole Avenue**, on the west side, from a point one hundred fifty feet north of the intersection of Poole Avenue and Thirteenth Street to the intersection of Poole Avenue and Thirteenth Street.

**Poole Avenue**, on the east side, from a point one hundred twenty feet south of the intersection of Poole Avenue and University Drive to the intersection of Poole Avenue and University Drive.

**Ridgeview Road**, on either side, between Bishop Avenue (Highway 63) and Walker Avenue.

**Rolla Street**, on the west side, from a point fifty-five feet south of the intersection of Rolla Street and Twelfth Street to the intersection of Rolla Street and Twelfth Street.

**Rolla Street**, on the east side, from a point fifty feet north of the intersection of Rolla Street and Eleventh Street to the intersection of Rolla Street and Eleventh Street.

**Rolla Street**, on the west side, between Eleventh Street and Twelfth Street. (Ord. 1252, §1; Ord. 1769, §1.)

**Rolla Street**, on east side, from a point one hundred fifty feet south of the intersection of Rolla Street and Eleventh Street to a point one hundred thirty feet south of the intersection of Rolla Street and Eleventh Street.

**Rolla Street**, on west side, from a point one hundred sixty feet south of the center of the Railroad tracks to the center of the Railroad tracks. (Ord. 3562, §1)

**Rolla Street**, on the east side, between Victoria Lane and Highway 72.

**Rolla Street**, on the west side, between Lanning Lane and Houston Road.

**Rolla Street**, on either side, between Lariat Lane and Lanning Lane.

\[\text{INV. C.13.}\]
Rolla Street, on the east side, between Highway 72 and Houston Road. (Ord. 1591, §1; Ord. 1769, §1.)

Rucker Avenue, on either side, between Black Street and Second Street. (Ord. 2507, §2.)

Salem Avenue, on the southwest side, from a point seventy feet southeast of the intersection of Salem Avenue and Fifth Street to the intersection of Salem Avenue and Fifth Street.

Salem Avenue, on the north side, from a point one hundred fifteen feet north of the intersection of Salem Avenue and Leonard Drive to the intersection of Salem Avenue and Leonard Drive. (Ord. 3095, §1)

Salem Avenue, on the north side, from a point one hundred seventy feet southeast of the intersection of Salem Avenue and Holmes Lane to the intersection of Salem Avenue and Holmes Lane.

Salem Avenue, on the north side, from a point forty feet northwest of the intersection of Salem Avenue and Holmes Lane to the intersection of Salem Avenue and Holmes Lane.

Soest Road, on either side, between Salem Avenue and Pine Tree Road.

Soest Road, on either side, from a point one hundred fifty feet west of the intersection of Soest Road and Aintree Road to the intersection of Soest Road and Pine Tree Road/Forum Drive. (Ord. 2437, §5.)

Sooter Lane, on the cul-de-sac.

Spilman Avenue, on the east side, between Strobach Street and Ridgeview Road.

Spring Avenue, on the west side, from a point sixty feet north of the intersection of Spring Avenue and Thirteenth Street to a point one hundred thirty-five feet north of Spring Avenue and Thirteenth Street.

Spring Avenue, on the east side, from a point forty feet south of the intersection of Spring Avenue and Eleventh Street to the intersection of Spring Avenue and Eleventh Street.

State Street, on the east side, from a point ninety feet north of the intersection of State Street and Seventh Street to the intersection of State Street and Seventh Street.

State Street, on the east side, between Ninth Street and Eleventh Street.
State Street, on the west side, from a point seventy feet south of the intersection of State Street and Tenth Street to the intersection of State Street and Tenth Street.

State Street, on the west side, from a one hundred twenty feet north of the intersection of State Street and Tenth Street to the intersection of State Street and Tenth Street.

State Street, on the east side, from a point one hundred ninety feet north of the intersection of State Street and Eleventh Street to a point two hundred forty-five feet north of the intersection of State Street and Eleventh Street.

Strohbach Avenue, on either side, between Spilman Avenue and Bishop Avenue (U.S. Highway 63). (Ord. 1966, §1.)

Tower Road, on either side.

University Drive, on either side.

Vichy Road, on the west side, between St. Patrick Lane and the north city limits.

Vichy Road, on either side, between Eighteenth Street and Vienna Road. (Ord. 1769, §1.)

Vichy Road, on the east side, from a point one hundred fifteen feet south of the intersection of Bishop Avenue (Highway 63) and Vichy Road to a point forty feet north of the intersection of Vichy Road and Vienna Road.

Vichy Road, on the east side, from a point two hundred thirty feet south of the intersection of Vichy Road and Roseglade Road to a point thirty feet north of the intersection of Vichy Road and Roseglade Road.

Vichy Road, on the east side, from a point two hundred feet south of the intersection of Vichy Road and Meadowbrook Drive to a point thirty feet north of the intersection of Vichy Road and Meadowbrook Drive.

Victoria Lane, on the cul-de-sac. (Ord. 3212, §1)

Vienna Road, on either side, between Vichy Road and Roseglade Road.

Walker Street, on either side, between Kingshighway and the center of the Railroad tracks. (Ord. 2052, §1.)

Walnut Street, on the west side, between Highway 72 and Phelps Avenue. (Ord. 1769, §1; Ord. 2266, §1.)

IV. 0.15.
Walnut Street, on the east side, between Highway 72 and First Street.

Walnut Street, on the west side, from a point fifty feet south of the intersection of Walnut Street and Seventh Street to the intersection of Walnut Street and Seventh Street.

Walnut Street, on the east side, between Eighteenth Street and Bishop Avenue (Highway 63) (Ord. 3756, §1)

Walnut Street, on the west side, from a point two hundred eighty-five feet south of the intersection of Walnut and Bishop Avenue (Highway 63) to the intersection of Walnut Street and Bishop Avenue (Highway 63).

Walnut Street, on the west side, between Eighteenth Street and Nineteenth Street.

White Columns Drive, on either side, from Nagogami Road (Highway E) to the north city limits.

Winchester Drive, on either side, between Rolla Street and Chestnut Drive.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 16th DAY OF MARCH 2015.

APPROVED:

ATTEST: __________________________
MAYOR

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Resolution

ITEM/SUBJECT: Sharon K. Sooter Sewer Use Agreement and Annexation

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 3/16/15

COMMENTARY:

Attached is a sewer use agreement and annexation request for Sharon K. Sooter located at 10568 State Route E.

The property is contiguous with the city limits. This property is located in the center of a cluster of homes lying just outside the city limits along State Route E. There is no sewer service readily available to this area. The owner will be required to install a grinder pump and approximately 850’ of pressurized sewer line to access an existing system in the University owned subdivision along Fraternity Circle. The property owner will be responsible for all costs associated with connecting to the existing sewer.

Attached is a drawing showing the location of 10568 State Route E. The property does not front a public street and is presently served by the water district and Intercounty Electric.

Staff is not recommending annexation but is recommending the council approve the sewer use agreement. No other sewer system is available and this property cannot be adequately served by either an on-site septic drain field or lagoon. The petition for annexation can be held and acted on at a later date.
RESOLUTION NO.__________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND SHARON K. SOOTER.

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

Section 1: That the Mayor of the City of Rolla, Missouri is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a sewer use agreement between the City of Rolla, Missouri and Sharon K. Sooter. 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 16th DAY OF MARCH 2015.

APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

IV. S.2.
PETITION REQUESTING ANNEXATION
TO THE CITY OF ROLLA, MISSOURI

Submit To:
City of Rolla
Department of Public Works
PO Box 979
901 North Elm Street
Rolla, MO 65402
Phone: 573-364-8659
Fax: 573-364-8602
email: shargis@rilledcity.org

The undersigned hereinafter petitions and requests the City Council of the City of Rolla, Missouri to annex into the corporate limits of the City of Rolla, Missouri, any portion or part of the following tract of land, presently unincorporated non-contiguous to the corporate limits of the City of Rolla, Missouri.

All that certain parcel of land situated in the County of Phelps, State of Missouri, being known and designated as a fractional part of the SW ¼ of the NE ¼ of Section 3, Township 37N, Range 8W, more particularly described as follows: Beginning at the SE corner of the SW ¼ of the NE ¼ of Section 3, Township 37N, Range 8W; thence South 89°07' West along the South line of the SW ¼ of the NE ¼ of Section 3, Township 37N, Range 8W, 331.74 feet to the point of beginning of the tract herein described; thence South 89°07' West along said South line 311.74 feet thence North 4°23' West 201.73 feet; thence North 89°07' East, 331.74 feet thence South 1°18' West 201.5 feet to the point of beginning; continuing 1.5 acres, +/-.
Also a 20 foot wide road easement for ingress and egress along the South line of the following described tract: A fractional part of the SW ¼ of NE ¼ of Section 3, Township 37N, Range 8W more particularly described as follows: Beginning at the SE corner of the SW ¼ of NE ¼ Section 3, Township 37N, Range 8W, thence South 89°07' West 643.48 feet to the point of beginning of the tract herein described thence South 89°07' West 20.0 feet thence South 58°56' West 80.50 feet thence North 35°07' West 222.85 feet thence North 62°58' East 227.56 feet thence South 1°18' West 42.75 feet thence South 4°23' East 201.73 feet to the point of beginning.

The undersigned represent that they are owners of all fee interest of record of the above tract of land.

This petition shall be a continuing obligation running with the land, and shall bind the subsequent owners, their heirs, executors, administrators, successors, assigns, or legal representatives. It is understood that this instrument will be recorded in the Recorder of Deeds Office of Phelps County and shall be of record.

Sharon K. Sooter
Type or print name

N/A
Type of print name

Signature

Mailing address: 403 Winchester Drive, Rolla, MO 65401

Subscribed and sworn before me this 11th day of March in the year 2015.

Sharon Sooter

Mildred A. Street
Notary Public

My Commission Expires Dec 16, 2016

An Equal Opportunity Employer
Sewer Use Agreement

Grantee: Sharon K. Sooter
Grantor: City of Rolla, 901 North Elm Street, Rolla, MO 65401
Mailing Address: PO Box 979, Rolla, MO 65402
Legal Description: Page 2
Reference Book/Page: _____________________________
SEWER USE AGREEMENT

THIS SEWER USE AGREEMENT is entered into this _______ of ____________, 2015 by Sharon K. Sooter, Grantee(s) with the City of Rolla, Missouri, a municipal corporation (hereinafter “City”), Grantor.

WHEREAS, Sharon K. Sooter has made a request for sewer service for their property located at 10568 State Route E, Rolla, MO. 65401.

WHEREAS, This property is located outside the city limits.

WHEREAS, Sharon K. Sooter has submitted an application for annexation of the property.

WHEREAS, by voluntarily entering into this agreement Sharon K. Sooter and the City, in accordance with Rolla City Code Section 35-133, intend to further define their duties and responsibilities to ensure that their respective actions are coordinated in order to meet the requirements of said Section 35-133: and

NOW THEREFORE, in consideration of the foregoing recitals and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The terms of this agreement apply to the following property and all portions thereof:

All that certain parcel of land situated in the County of Phelps, State of Missouri, being known and designated as a fractional part of the SW ¼ of the NE ¼ of Section 3, Township 37N, Range 8W, more particularly described as follows: Beginning at the SE corner of the SW ¼ of the NE ¼ of Section 3, Township 37N, Range 8W; thence South 89°07’ West along the South line of the SW ¼ of the NE ¼ of Section 3, Township 37N, Range 8W, 331.74 feet to the point of beginning of the tract herein described; thence South 89°07’ West along said South line 311.74 feet thence North 4°23’ West 201.73 feet; thence North 89°07’ East, 331.74 feet thence South 1°18’ West 201.5 feet to the point of beginning; continuing 1.5 acres, +/-.

Also a 20 foot wide road easement for ingress and egress along the South line of the following described tract: A fractional part of the SW ¼ of the NE ¼ of Section 3, Township 37N, Range 8W more particularly described as follows: Beginning at the SE corner of the SW ¼ of NE ¼ Section 3, Township 37N, Range 8W, thence South 89°07’ West 643.48 feet to the point of beginning of the tract herein described thence South 89°07’ West 20.0 feet thence South 58°56’ West 80.50 feet thence North 35°07’ West 222.85 feet thence North 62°58’ East 227.56 feet thence South 1°18’ West 42.75 feet thence South 4°23’ East 201.73 feet to the point of beginning.

2. The parties agree that the following stipulations outlines in this agreement are necessary are reasonable as outlined below:

(a) The owner of the land shall submit a petition for annexation of the land into the city;

(b) The parcel of property shall be developed in accordance with city specifications and standards as though the property were within the city’s limits;
(c) The sewer connection fees, as set forth in Section 35-131 of the Rolla City Code, shall be paid in advance;

(d) The owner of the premises to be served is subject to a monthly sewer use as set forth in Section 35-127 of the Rolla City Code;

(e) The owner shall be responsible for obtaining easements and construction of all sewer mains, together with all individual service lines;

(f) The owner shall authorize right of entry by the city representative or agent, at any time, for the purpose of inspecting and testing the owner's sewer system or to perform work to correct or improve such sewer system;

(g) The owner shall correct, repair or alter, within a specified time period, any portion of the sewer line found to be defective by the city's representative or agent upon verbal or written notice by the Public Works Director or his representative. In the event the owner fails to meet the specified time schedule to correct such sewer system the city may perform such corrective work and the owner shall compensate the city for such work in an amount equal to the actual cost to the city or by a contractor;

(h) All sanitary sewer lines permitted by this section shall comply with all city ordinances governing the installation of sanitary sewers within the corporate limits of the city;

(i) The city reserves the right to cut off or disconnect any connection made under the provisions of this section in the event the charges or fees required by the chapter become delinquent or in the event of a violation of the provisions of the chapter. (Ord. 2197, §1; Ord. 2886, §3; Ord. 3436, §1)

3. Applicable Standards and Approvals. All of the improvements outlined herein shall be made in accordance with all applicable city ordinance requirements, except those outlined in this agreement. The Developer shall be responsible for obtaining approval for any portion of the improvements that require approval from another jurisdiction.

4. Recording of Agreement. City agrees to record this agreement with the Phelps County Recorder's Office and agrees to pay the costs of said recording. The Covenant herein shall run with the land as described above and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

5. Complete Agreement. This agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

6. Severability. Any provision of this agreement which is not enforceable according to law will be served here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. Authority. The undersigned represent that they each have the authority and capacity from
the respective parties to execute this agreement. This agreement shall not be valid until
executed by the parties and approved by motion by the City Council of the City of Rolla,
Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date
first written above.

APPROVED: __________________________
Mayor Louis J. Magdits IV

ATTEST:

____________________________
City Clerk Carol Daniels

____________________________
Sharon K. Sooter

APPROVED AS TO FORM:

____________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Heavy Equipment Trailer

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 3/16/2015

COMMENTARY:

Attached is the bid tab for a heavy equipment trailer for the street department.

The Rolls Rite Trailers bid was the only one meeting our bid requirements for the type of trailer specified.

Staff recommends purchasing the trailer from Rolls Rite Trailers for $11,400.00
# INVOICE No 24477

Invoice Date: 1-29-2015  
Phone: 888-357-7655  
Fax: 850-526-2299  
Toll Free 1-888-357-7655  
E-mail - sales@rollsrite.com  
Website - www.rollsrite.com

Sold To: CITY OF ROLLA-PUBLIC WORKS  
901 NORTH ELM ST  
4TH FLOOR CITY HALL  
ROLLA, MO 65401  
TIM FEELERS # 573-578-1342

Ship To: CITY OF ROLLA PUBLIC WORKS  
1923 Sharp Road  
Rolla, MO 65401

Salesperson: DICK DUNLAP

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Price Ea</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2015 ROLLSRITE TRAILER 18KP26DE</td>
<td>9,900.00</td>
<td>9,900.00</td>
</tr>
<tr>
<td>1</td>
<td>VIN# 1R9PD2824FM356145</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>1</td>
<td>FREIGHT CHARGE 750 MILES @ $2.00 A MILE</td>
<td>1,500.00</td>
<td>1,500.00</td>
</tr>
</tbody>
</table>

TWO YEAR WARRANTY ON TRAILER

Sub Total: 11,400.00
Sales Tax: 
Doc Fee Tax: 
Total: 11,400.00
Deposit: 
Balance Due: $11,400.00

Received By:  

[Signature]

Dated: 18-15  
11:04 a.m.  
CA201
WORK ORDER

CUSTOMER: CITY OF ROLLA-PUBLIC WORKS DEPT
MODEL NO: 18KP26DE
SERIAL NO: 1R9PD2620FM356145
TONGUE: 5FT PINTLE WITH 4 BOLT PINTLE
LENGTH: 24 FOOT FLAT DECK 2 FOOT DOVETAIL
DOVETAIL: 2 FOOT WOOD DOVETAIL
DECK: Oak
RAMP: 38 X 6 WOOD FILLED HYDRAULIC TAPER TO ZERO
WIDTH: 81" INSIDE 102" OUTSIDE
AXLES: 2 8K OIL BATH AXLES
AXLE PLACEMENT:
COLOR: BLACK

OPTIONS

LED LIGHTS
21575R17.5 16 PLY RADIALS
STORAGE WITH LID
CLOSED BACKED GROMMETS
12K JACK
D-RINGS
SEALED WIRING HARNESS
TAPER RAMPS TO ZERO

CUT LIST

8" C MAIN
3" C CM
8" C TONGUE
8" C TAIL HEADER

DESCRIPTION

PRICE

Total:
Surtax:
Sales Tax:
12 % F.E.T.:
Tag & Title:
Administration Fee:
Total Balance:
# Heavy Equipment Trailer
February 18, 2015

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Phone</th>
<th>FAX</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kauflman</td>
<td>702 North Silver Street, Lexington, NC 27292</td>
<td>336-790-6800</td>
<td>336-859-5963</td>
<td><a href="mailto:acourse@karumuntrailers.com">acourse@karumuntrailers.com</a></td>
</tr>
<tr>
<td>Midwest Enterprises &amp; Assoc., Inc.</td>
<td>4545 Towne Ct., St. Charles, MO 63304</td>
<td>636-441-5524</td>
<td>636-441-5656</td>
<td><a href="mailto:trailermaster@sbcglobal.net">trailermaster@sbcglobal.net</a></td>
</tr>
<tr>
<td>Rolls Rite Trailers</td>
<td>3741 Industrial Park Drive, Marianna, FL 32446</td>
<td>888-357-7655</td>
<td>850-526-2299</td>
<td><a href="mailto:sales@rollsrite.com">sales@rollsrite.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Heavy Equipment Trailer</td>
<td>$6,726.00</td>
</tr>
<tr>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td>$11,400.00</td>
</tr>
</tbody>
</table>
Pete Morse

Pete Morse, a Vice President with Legends Bank, has been the Market Manager in Rolla, Missouri for the past 5 years. He oversees all lending and branch operations for Legends Bank in Rolla, which is one of 10 locations operated by the 101 year old, family owned community bank based in Mid-Missouri. A native of Rolla, Pete is a 1987 graduate of Rolla High School. He holds a Bachelor’s Degree from the University of Missouri in Columbia. Pete has served in various positions in the banking industry over his career, having been a Branch Manager in Overland Park, Kansas, an Operations Manager in Nebraska, and a Vice President and District Manager overseeing multiple branch locations in Lincoln Nebraska, Omaha Nebraska, and Kansas City. Pete is married to Tina Morse, who has been a 2nd grade teacher at Wyman Elementary for the past 17 years. Together, they have three boys; Trevor who is 16, Tucker who is 13, and Larson who is 4.

<table>
<thead>
<tr>
<th>INDUSTRIAL DEVELOPMENT AUTHORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meets on Call</td>
</tr>
<tr>
<td>(2 Consecutive Terms - 6 year terms)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Term</th>
<th>Start Date</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Stoltz (1st term)</td>
<td>March 2015</td>
<td>804 Winchester Drive</td>
<td>364-6462</td>
<td></td>
</tr>
<tr>
<td>Matt Williams (1st term)</td>
<td>March 2015</td>
<td>701 Lariat Lane</td>
<td>364-0988</td>
<td></td>
</tr>
<tr>
<td>Elizabeth Smith (1st term)</td>
<td>Sept. 2020</td>
<td>1111 Highland Drive</td>
<td>694-5787</td>
<td></td>
</tr>
<tr>
<td>Dr. Janece Martin (2nd term)</td>
<td>Sept. 2014</td>
<td>503 Oak Knoll Road</td>
<td>364-4352</td>
<td></td>
</tr>
<tr>
<td>Zachary Robinson (1st term)</td>
<td>March 2021</td>
<td>505 LaChateau Place</td>
<td>308-1212</td>
<td></td>
</tr>
</tbody>
</table>