Open Citizen Comment Procedure
1) Public Hearings – Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.
2) “Citizen Communication” – Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

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

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

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

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COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Tony Bahr

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Workshop – February 23, 2015
   2) City Council Meeting – March 2, 2015
   3) City Council Meeting – March 16, 2016

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) 2014 Tourism Audit Presentation – (Amanda Wiggins, Kean & Company)
B) Energy Efficiency Program – Siemens Performance Contract –
   (Mr. Greg Masters and Mr. Scott White)

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
B) Parks Department FY 2015 Financial Analysis - February 2015
C) Environmental Services Department Monthly Report – February 2015
D) Fire and Rescue Department Monthly Report – March 2015
G) Municipal Court Monthly Reports – February and March 2015
H) Planning and Zoning Commission Meeting Minutes – March 10, 2015
J) Rolla Board of Public Works Meeting Minutes – February 24, 2015
V. **OLD BUSINESS**
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) – **Final Reading**
B) **Ordinance** Amending Section 27-89 of the Rolla City Code Pertaining to Stop Intersections – (Public Works Director Steve Hargis) – **Final Reading**
C) **Ordinance** Amending Section 27-92 of the Rolla City Code Pertaining to Parking – (Public Works Director Steve Hargis) – **Final Reading**

VI. **NEW BUSINESS**
A) **Motion** Authorizing the Closing of Certain Streets and Parking Lots on June 5 and 6 During Rolla’s 2015 Route 66 Summerfest – (Public Works Director Steve Hargis) – **Motion**
B) **Resolution** of Intent to Authorize Certificates of Participation (COPs) Lease Financing for Street Projects – (City Administrator John Butz) - **Motion**

VII. **CLAIMS and/or FISCAL TRANSACTIONS**
A) **Motion** Awarding Bid for ¾ Ton Pickup Truck for Vehicle Maintenance – (Environmental Services Director Brady Wilson) - **Motion**
B) **Motion** Awarding Bid for Project 348, 2015 Phase II Asphalt Improvements & an **Ordinance** Authorizing the Mayor to Enter into a Contract with Don Maggi, Inc., for Same – (Public Works Director Steve Hargis) – **Motion & Ordinance/First Reading**
C) **Motion** Awarding Bid for Project 372, 2015 Micro Surfacing & an **Ordinance** Authorizing the Mayor to Enter into a Contract with Donelson Construction for Same – (Public Works Director Steve Hargis) – **Motion & Ordinance/First Reading**
D) **Motion** Awarding Bid for Project 373, 2015 Phase I Asphalt Improvements & an **Ordinance** Authorizing the Mayor to Enter into a Contract with Rolla Asphalt, LLC., for Same – (Public Works Director Steve Hargis) – **Motion & Ordinance/First Reading**
E) **Motion** Awarding Bid for Project 374, 2015 Phase II Asphalt Improvements & an **Ordinance** Authorizing the Mayor to Enter into a Contract with Rolla Asphalt, LLC., for Same – (Public Works Director Steve Hargis) – **Motion & Ordinance/First Reading**
F) **Motion** Awarding Bid for Project 379, 2015 Surface Sealing Treatment & an **Ordinance** Authorizing the Mayor to Enter into a Contract with Musselman & Hall Contractors for Same – (Public Works Director Steve Hargis) – **Motion & Ordinance/First Reading**

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

IX. **MAYOR/CITY COUNCIL COMMENTS**
A) Motion Appointing Maria Bancroft to the Industrial Development Authority Board to Replace Matt Williams (1st Term, March 2021) - **Motion**

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

XI. **CLOSED SESSION**
Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed Session:
A) Personnel

XII. **ADJOURNMENT**
ROLLA CITY COUNCIL WORKSHOP MINUTES  
MONDAY, FEBRUARY 23, 2015; 5:30 P.M.  
ROLLA CITY HALL COUNCIL CHAMBERS  
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

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

Council Members Absent: Monty Jordan, Greg Sawyer, Brian Woolley, and Tony Bahr

Department Directors in Attendance: Parks and Recreation Director Scott Caron and Fire Chief Robert Williams

Other City Officials in Attendance: City Administrator John Butz and City Clerk Carol Daniels

Mayor Magdits called the workshop to order at approximately 5:31 p.m. and thanked everyone for coming.

Mayor Magdits said the deliverable at this workshop is for the Council to look at the proposed plan and options, because if Proposition P does not pass on April 7, 2015, the City will have to implement that plan almost immediately. He then turned the floor over to Parks and Recreation Director Scott Caron.

Mr. Caron began by providing an overview of the Parks Department inventory, which he pointed out includes the Rolla Cemetery, a large part of the Parks Department operation. He added the Parks Department operates and maintains SplashZone, Eugene E. Northern Community Hall, assists with maintaining City Hall, the Library, and the Police Department. He pointed out the Parks Department is reimbursed for some of these services. Mr. Caron noted the Parks Department helps in maintaining some right-of-ways, provides leaf pickups, maintains park pavilions, and maintains the ACORN trail.

Mr. Caron informed the Council the Parks Fund is broken down into five different divisions and although they are in one department, each is financially separate. Within the Parks division, there is administration, maintenance, parks, SplashZone, and outdoor recreation. He reminded the Council the Parks Fund is separate from The Centre.

From a financial standpoint, the Parks Department has three primary revenue sources. Other than fees and charges, the Parks Department does not have any ability to generate additional dollars. Mr. Caron informed the Council the Parks Department generated $229,560 this past year in fees and charges. As an example if all fees and charges were
increased by about 20%, he said it would generate about $50,000. However, Mr. Caron emphasized it still does not solve the larger issue because the Parks Fund needs about an additional $200,000. Although some revenue can be generated through fees and charges, it is not going to solve the problem. The reason the Parks Department has limited ability to generate revenue for itself is because it is ball fields, cemetery lots, picnic pavilions, leaf pickups, etc.

Regarding the expense side, Mr. Caron pointed out that nearly 75% of the parks operations is staffing. Since doing some things on the revenue side are limited, Mr. Caron said the main impact would be on the expense side. He explained the seasonal employees primarily mow, weed eat and empty trashcans and staffing levels have been significantly impacted over the past few years. Mr. Caron informed the Council that it takes approximately one hour to mow one acre.

Mr. Caron pointed out the Parks Department services which have been/would be impacted include elimination of the Holloway House funding. Coventry and Breuer Parks, which are frequently used for baseball, softball, and soccer, would no longer be mowed. He said some drinking fountains would no longer be in service, some security lights would be eliminated, weed eating of the Rolla Cemetery would be reduced, cemetery burials would be limited to weekdays only due to the elimination of one, fulltime equipment operator, and some playground equipment would be phased out.

Mr. Caron said another option would be to sell some of the parks. He noted that due to deed restrictions, some of the properties are prohibited from being sold. If the City were to sell all the allowable properties, staff estimates it would generate approximately $75,000.

Mr. Caron referred the Council to the Proposition P ballot language, approved by the Council a few weeks ago. Additionally, he provided an overview of the “Prop P” information sheet. He said Proposition P would be used to maintain, improve, and manage parks, trails, playgrounds, parking lots, bathrooms, pool, cemetery, and natural lands for recreation purposes. After eight years, a portion of the tax would sunset. If Proposition P passes, Mr. Caron noted the $250,000 transfer from the General Fund to the Park Fund would no longer be necessary.

City Administrator John Butz explained the current budget shows a $200,000 cut from the General Fund transfer to the Park Fund. He said the Council would be asked to approve an ordinance to increase youth fees for the first time. He noted that some money has been budgeted with the hope Proposition P passes. If it does not pass, FY 2016, 2017, and 2018, looks a lot worse because the cuts will be more permanent.
Mr. Butz stated the General Fund has been subsidizing the Park Fund between $430,000 to $480,000 for the last fifteen years, until cuts were implemented in 2011. The City could only provide $250,000 in General Fund support in 2015, and this could only be done by the implemented cuts which were done in the General Fund. Mr. Butz reminded the Council that five public safety positions (three police and two fire personnel), through attrition, were not funded. He recalled in the previous three to five years a custodial position in City Hall, an animal control officer, two positions in the Finance Department, and a Community Development inspector position were eliminated. Mr. Butz stated that for the last eight years one of the City’s priorities, since the economy turned in 2008, has been to not impact public safety.

Mr. Butz explained the General Fund is about a $10.5 million fund and covers what are generally the non-revenue producing entities (Police, Fire, Administration, Finance, Engineering, Economic Development, and Community Development). He told the Council the City’s annual 2013 financial audit showed an “unrestricted cash balance” of $900,000. Mr. Butz explained the “unrestricted cash balance” is inadequate and is half of what is needed for just the cash flow of the City’s operations. He explained there are times when temporary transfers from other funds are necessary just to cash flow operations. He pointed out the City has been doing this for the past three or four years. Mr. Butz informed the Council that the unrestricted cash balance should be closer to $1.8 million with reserves of about $2.5 million. He said the City’s number one priority is to rebuild the unrestricted cash position in the General Fund. Secondly, Mr. Butz said the City wants to pay its existing employees well. He commented he believes the City’s employees have been undercompensated for the last six or seven years based on the work and the competitiveness of surrounding areas. The third priority would be to begin funding a lot of what has been the deterioration over the last six to eight years of everything from the City’s software systems, to our equipment, to just the maintenance systems we are encountering as an organization.

Mr. Butz noted that in 2015, staff proposed to maintain, to a degree, what people have come to expect in Ber Juan, Green Acres, and Schuman Parks, the trails, and the cemetery and everything else, almost no maintenance. If another five or six community parks were to be kept open and only mowed every two weeks with the staffing required for a six to eight month period, it would cost between $100,000 to $115,000. Mr. Butz provided the Council with the following example of some possible cuts to the General Fund to increase Park funding: 1) $10,000 cut in economic development funding with the Rolla Regional Economic Commission (RREC); 2) $15,000 cut in televising the Council and Planning and Zoning Commission meetings; 3) $5,000 cut in ACORN funding for beautification efforts; 4) $20,000 by not funding one additional police position for the remainder of FY 2015 ($50,000 for a full year); 5) $20,000 by not
funding one additional firefighter position for the remainder of year ($50,000 for a full year); 6) $15,000 by cutting the public safety equipment/vehicle program, and; 7) $15,000 by deferring a software upgrade in Community Development. Mr. Butz said these cuts amount to $100,000 for the remainder of this year and $150,000 for the following year. He emphasized to the Council that he does not believe these cuts would be a good option.

Mr. Butz told the Council the budget has been adopted with the tough news as we have it and we are very positive about Proposition P and believe the community is going to support it. However, the City has to be able to tell the community what it means if it does not pass. He said the City’s biggest fear is voter turnout at the April election. The Council can do a great job by speaking with neighbors and constituents and encouraging them to vote on April 7.

After Council discussion, Mayor Magdits asked if anyone in attendance would like to address the Council concerning this matter.

Ms. Betty Williams, 613 Norwich, Rolla, Missouri suggested possibly asking Rolla Municipal Utilities (RMU) if the City could include a flyer in the utility bill that comes out just before April providing information about Proposition P and encourage them to vote.

No one else present addressed the Council.

II. ADJOURNMENT

Having no further business, the meeting adjourned at 6:52 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

______________________________  ______________________________
CITY CLERK             MAYOR

FEBRUARY 23, 2015

\[\text{I. A. 4.}\]
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 2, 2015; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV


Council Members Absent: Greg Sawyer and Tony Bahr

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

Other City Officials in Attendance: City Administrator John Butz, City Counselor Lance Thurman, and City Clerk Carol Daniels

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

Councilman Jim Williams then led in the Pledge of Allegiance.

I. CONSENT AGENDA

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

(A) Approval of the Rolla City Council Minutes for the following:
    1) City Council Meeting – February 2, 2015
    2) City Council Meeting Closed Session – February 2, 2015
    3) City Council Meeting – February 17, 2015
    4) City Council Meeting Closed Session – February 17, 2015

II. PUBLIC HEARINGS

None.

MARCH 2, 2015

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

(A) Rolla Historic Preservation Commission: Mr. Randy Stratman, Chairman of the Rolla Historic Preservation Commission recalled last summer the City Council approved an ordinance establishing the Commission. Since August 2014, the Commission has met four times and has been working to become certified so the Commission can access Department of Interior funds for the preservation of historical sites. Mr. Stratman announced the City received word today it qualifies with the State’s requirements to access this program. He said the Commission’s next goal is setting up the city into historic districts. Additionally, Mr. Stratman indicated the Commission hopes to begin site studies this summer. Mr. Stratman entertained questions from the Council following his comments.

(B) Annual Parks Report: Parks and Recreation Director Scott Caron provided an overview of the City’s 2014 Annual Parks Report. He said 95% of Rolla’s citizens reside no more than a mile from a City park. He entertained questions and comments from the Council during and following his presentation.

(C) Multi-Vehicle Accident: Fire Chief Robert Williams reported on the multi-vehicle accident, which occurred Saturday evening, February 28, 2014, on Interstate 44 in Rolla. He told the Council there were nine, multi-vehicle accidents in a one mile stretch on Interstate 44 from “radar flats” to the 184 mile marker. The biggest concern for the Fire Department, was a truck carrying terester, which is acid based and highly flammable. Chief Williams said the truck was hit from behind by an eighteen-wheeler. Chief Williams explained terester can be absorbed through the skin and can cause internal injuries. He said 17 people were decontaminated because they were exposed to the substance.

Chief Williams credited the following organizations and individuals for their help during the ordeal: Comfort Suites, the American Red Cross, Phelps County Ambulance, St. James Ambulance, Dixon Ambulance, Pulaski County Ambulance, Rolla Rural Fire Protection District, Doolittle Fire Department, Central Communications, Rolla Police Department, Missouri State Highway Patrol, Missouri Department of Transportation, Department of Natural Resources, USA Tours, Lee’s Chicken, Mr. Ray Cook, Mr. Brian Bleckman, First Assembly of God Church, and Missouri University of Science and Technology students.

Due to the terester contamination, Chief Williams reported the Fire Department lost an estimated $30,000 worth of equipment, which included turnout gear, boots, helmets,
III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS (continued)

(C) Multi-Vehicle Accident (continued): hazardous materials and decontamination, tents, etc. He indicated the City would be billing the spiller for these costs as well as $5,400 for use of the fire trucks and about $12,000 in salaries.

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

Mayor Magdits referred the Council to (A) the January 28, 2015, Parks and Recreation Commission Meeting Minutes; (B) the January 2015 Environmental Services Department Monthly Report; (C) the February 2015, Fire and Rescue Department Monthly Report; (D) the January 2015 Police Department Monthly Report; (E) the January 2015 Animal Control Division Monthly Report; (F) the January 2015 Municipal Court Monthly Report; (G) the January 2015, Rolla Municipal Utilities Monthly Report, (H) the January 27, 2015, Rolla Board of Public Works Meeting Minutes; (I) the February 20, 2015, Planning and Zoning Commission Meeting Minutes; (J) the January 27, 2015, Development Review Committee Meeting Minutes, and; (K) the January 29 and February 19, 2015, Animal Shelter Fundraising Development Committee Meeting Minutes.

V. OLD BUSINESS

(A) Ordinance Approving the Country Hills Site Plan on All of Lot 2, Country Hills Subdivision, and Located at 2101 Old St. James Road (Hart): Community Development Director John Petersen explained when property is rezoned from commercial to R-3 (Multi-Family District), a site plan is required for development. He said the developer plans to construct, ten, four plex units on the property. Half of the units will have three bedrooms and half will have two bedrooms. Mr. Petersen noted a 1,000 square foot community center would also be constructed.

Mr. Petersen informed the Council that following the last Council meeting, it was discovered that, according to Rolla City Code, the parkland fee-in-lieu-of requirement did not apply to this project. Additionally, the developer has agreed to compensate the City for the purchase of materials associated with the construction of curb, gutter, and sidewalks along the entire frontage of Lot 2 along Old St. James Road. Mr. Petersen asked the Council to consider approving the amended ordinance provided.
V. OLD BUSINESS (continued)

(A) Ordinance Approving the Country Hills Site Plan on All of Lot 2, Country Hills Subdivision, and Located at 2101 Old St. James Road (Hart): Ms. Debra Shantz Hart, President of Housing Plus, LLC, explained Housing Plus, LLC, made an application to the Missouri Housing Development Commission and they awarded tax credits for the project. The tax credits are sold to a syndicator and the money that is raised from the sale of those credits creates the equity for the project. Ms. Hart said it is the equity infusion that allows a low debt to equity ratio, which means Housing Plus can afford to charge lower rents. Ms. Hart emphasized this is rental housing and not HUD housing. A tenant selection criteria process is necessary before being allowed to live there. As part of that process, Ms. Hart told the Council the potential residents must meet income guidelines. She added anyone with any kind of felony convictions, drug misdemeanors or sex offenders are not allowed to live in the development.

A motion was made by Eudaly and seconded by Morris to amend the proposed ordinance to accept the changes as listed in the ordinance on Page V.A.6, in the agenda packet. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title, as amended. ORDINANCE NO. 4191: AN ORDINANCE TO APPROVE THE COUNTRY HILLS SITE PLAN FOR ALL THE PROPERTY LOCATED AT 2101 OLD ST. JAMES ROAD, LOT 2 COUNTRY HILLS SUBDIVISION (HART). A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Williams, Jordan, Eudaly, Woolley, Miller, Bowe, Bowles, Long, Morris, and Hines. Nays: None. Absent: Bahr and Sawyer. Motion carried. The ordinance passed.

(B) Ordinance Repealing Ordinance No. 4188 and Enacting a New Ordinance Authorizing the Mayor to Execute an STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for Signal Backup Power:

Public Works Director Steve Hargis explained that following the Council’s last meeting, City Counselor Carolyn Buschjost noticed one of the STP-Urban Program Agreements contained a price and one did not. After speaking with the State regarding the discrepancy, Mr. Hargis advised STP agreements should not have dollar amounts in them. He said the State asked the City to change paragraph (12) (A) of the agreement for the signal backup power, by eliminating the price. Mr. Hargis recommended approval of the subject ordinance, which would repeal the previous ordinance and authorize the Mayor to sign the amended agreement.
V. OLD BUSINESS (continued)

(B) Ordinance Repealing Ordinance No. 4188 and Enacting a New Ordinance Authorizing the Mayor to Execute an STP-Urban Program Agreement with the Missouri Highways and Transportation Commission for Signal Backup Power: City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4192: AN ORDINANCE REPEALING ORDINANCE NO. 4188 AND AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A NEW AGREEMENT IN LIEU THEREOF PERTAINING TO A CERTAIN STP-URBAN PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION. A motion was made by Morris and seconded by Eudaly to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried. Mr. Thurman then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Long to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Bowe, Woolley, Miller, Williams, Hines, Long, Bowles, Jordan, Morris, and Eudaly. Nays; None. Absent; Sawyer and Bahr. Motion carried. The ordinance passed.

VI. NEW BUSINESS

(A) Ordinance Authorizing the Police Department to Apply for Traffic Grants Through the Missouri Department of Transportation: Interim Police Chief Rick Williams asked the Council to consider approval of the subject ordinance, which would authorize the Rolla Police Department to apply for traffic grants. He explained the subject grant funds overtime for DWI enforcement/checkpoints and seatbelt enforcement.

City Counselor Lane Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4193: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI DEPARTMENT OF TRANSPORTATION PERTAINING TO GRANTS. A motion was made by Eudaly and seconded by Morris to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried. Mr. Thurman then read the proposed ordinance for its final reading, by title.
VI. NEW BUSINESS (continued)

(A) Ordinance Authorizing the Police Department to Apply for Traffic Grants Through the Missouri Department of Transportation (continued): A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Bowles, Eudaly, Hines, Woolley, Miller, Bowe, Long, Jordan, Morris, and Williams. Nays; None. Absent; Bahr and Sawyer. Motion carried. The ordinance passed.

(B) Motion Approving Use of Rolla National Airport Fields for September 2015 Greek Week Games: City Administrator John Butz explained the Rolla National Airport has hosted the Missouri S&T Interfraternity Council (IFC) Greek Week games for at least 13 years. This year’s event is scheduled for September 11 and 19. Mr. Butz said as part of that request, the City allows beer sales under a controlled environment with a gated access point with supervision. He added a bus transports the students to and from the airport. Mr. Butz said staff recommends approval.

A motion was made by Williams and seconded by Bowles to approve use of the Rolla National Airport Fields for Greek Week Games in September 2015, with proper beer sales. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Ordinance Authorizing the Mayor to Execute an Agreement with Insituform Technologies, USA, for Sewer Line Rehabilitation: Public Works Director Steve Hargis explained the subject contract is to rehabilitate approximately one mile of sewers in the central part of the city. He noted this is the fourth year staff is proposing to participate in a cooperative purchasing arrangement with Independence, Missouri. Mr. Hargis said the subject contract is for $142,510.64 and has been budgeted.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: 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.
VIII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to anyone wishing to address the Council.

Mr. Tom Sager, 8 Laird Avenue, apologized for not visiting with the Council for some time. He told the Council he had surgery for a new hip two months ago and has been unable to attend.

Before his hip surgery, Mr. Sager said he went to The Centre almost every day and worked out trying to strengthen his hip before the surgery and he reported he had an excellent outcome. He thanked Parks and Recreation Director Scott Caron and the Parks and Recreation Department for giving the citizens such a wonderful facility. Mr. Sager asked the Council to think of some way to make The Centre available to people who cannot afford it.

Mr. Sager noted if Proposition P does not pass, most parks would not be mowed, except Ber Juan, Schuman, and Green Acres Parks, the Acorn Trail, and the Cemetery and other parks would be designated as “bird sanctuaries.” He reminded the Council the City of Rolla is under a court ordered injunction to take no action inconsistent with Buehler Park’s use as a public park. Mr. Sager said Buehler Park is for people, not for birds.

Parks and Recreation Director Scott Caron responded in order to comply with City ordinances, which states everything must be maintained to a certain standard unless it is designated as a bird sanctuary, it allows the City to not maintain the entirety of the property.

No one else present addressed the Council.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Appointment of Zachary Robinson to the Industrial Development Authority: A motion was made by Williams and seconded by Bowles to appoint Mr. Zachary Robinson to fill the vacancy on the Industrial Development Authority (IDA). A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(B) American City Planner: Councilman Long told the Council he recently read a profile of an American City Planner. He said this particular planner proposed a pre-
IX. MAYOR/CITY COUNCIL COMMENTS (continued)

(B) American City Planner (continued): planned American city, which he described as a green country town that would never be burnt and would always be wholesome. The city would be two square miles in size with a wide street laid out perpendicularly, thus forming four grids. Four open squares of parks would be placed in the corner of each grid so a citizen was never more than one mile away from a city park. Additionally, a fifth square would be placed in the center of the city intended for public buildings and city meeting space. These five public spaces were intended to serve as the city’s center and provide citizens with what was described as open green space to gather together and enjoy. His plan for each city lot was to be between one-half and one acre with plenty of room for residents to plant their own gardens. There was to be additional space in each quadrant for small parks and the entire city was planned to be encircled by a green belt, thus even the city dweller could live in a country-esque manner.

Mr. Long said the reason he finds this so compelling is it was written by William Penn in 1681 and the city which he refers to is Philadelphia, Pennsylvania. Mr. Long said his point is it seems as though the notion of protecting and promoting parks is as old as the notion of our country itself. With Proposition P, the citizens of Rolla have the opportunity that someone someday might say the City Council was as passionate for and cared about our public areas as much as William Penn cared about his over 300 years ago.

(C) Street Crew: Councilman Morris complimented and thanked Public Works Director Steve Hargis and his crew about how good and quick they were to get the snow cleared from the streets.

X. COMMENTS FOR THE GOOD OF THE ORDER

None.

XI. CLOSED SESSION

None.
XII. CLOSED SESSION ACTION

None.

XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 7:52 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

________________________________________  ______________________________________
CITY CLERK                                           MAYOR

MARCH 2, 2015
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 16, 2015; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV


Council Members Absent: Matthew Miller

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

Other City Officials in Attendance: City Administrator John Butz, City Counselor Lance Thurman, and City Clerk Carol Daniels

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

Councilman Brian Woolley then led in the Pledge of Allegiance.

1. 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 noted the subject property is located at 621 Houston Road, consists of almost one-half acre, and is triangular in shape. He said the structure and the garage, currently located on the property, would be removed. Mr. Petersen explained the property owner has agreed to limit development to only one, four-plex structure, although up to ten units could be located on this site. Additionally, the applicant has agreed to increase the number of parking spaces from two to two and one-half per unit, rather than two. Mr. Petersen informed the Council the Planning and Zoning Commission unanimously recommend approval of the rezoning request.

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

MARCH 16, 2015

I.A.14.
I. PUBLIC HEARINGS (continued)

(A) Ordinance Rezoning Property at 621 Houston Road from R-1 (Single Family District) to R-3 (Multi-Family District) Zoning (Clayton) (continued): After a brief Council discussion, City Counselor Lance Thurman read the following proposed ordinance for one reading, by title. ORDINANCE: 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).

II. SPECIAL PRESENTATIONS

(A) Humanitarian Engineering and Science Minor: Dr. Curt Elmore with Missouri S&T, explained the purpose of the Humanitarian Engineering and Science Minor is to provide Missouri S&T students the opportunity to help underserved groups or communities, in Rolla, outside Rolla, within our state and internationally. He said this is a degree program and students who successfully complete these requirements will receive the designation of Humanitarian Engineering and Science Minor on their diploma. Dr. Elmore continued by elaborating on the Minor.

Mayor Magdits reported staff has identified four potential projects in which the City could partner and it has since been narrowed down to two. One of the projects is similar to a neighbor helping neighbor program. He said the City is looking for someone to put together a program that is self-sustaining. Mayor Magdits indicated the second project involves Rolla Municipal Utilities (RMU). He said there is an underserved part of the community that may not know how to get some financial help with interrelated issues, i.e. how they can conserve energy.

(B) Fourth Quarter Tourism Report and 2015 Marketing Plan: Ms. Stevie Kearse, Rolla Area Chamber of Commerce Executive Director, provided an overview of the Fourth Quarter Tourism Report, year-end benchmarks report, and 2015 Marketing Plan.

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 explained the subject ordinance would authorize participation in the cooperative purchasing arrangement through a bid received by the City of Independence, Missouri with Insituform Technologies, USA, for $142,510.64.
III. OLD BUSINESS (continued)

(A) Ordinance Authorizing the Mayor to Execute an Agreement with Insituform Technologies, USA, for Sewer Line Rehabilitation (continued): City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4194: 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 INSITUFOR TECHNOLOGIES USA, LLC. A motion was made by Williams and seconded by Bowles to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Jordan, Williams, Bahr, Hines, Woolley, Bowe, Sawyer, Bowles, Long, Morris, and Eudaly. Nays: None. Absent: Miller. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Ordinance Authorizing the Mayor to Enter into an STP-Urban Program Agreement with the Missouri Highway and Transportation Commission for the Replacement of High Pressure Sodium Street Lights with Energy Efficient Light Emitting Diodes (LED): Public Works Director Steve Hargis explained the subject ordinance would authorize the Mayor to enter into an agreement with the Missouri Highway and Transportation Commission that would allow the City to use STP funds to purchase a portion of the street lights planned for conversion to LED. Rolla Municipal Utilities (RMU) would do the work and the materials would be purchased using Federal STP funds of $129,500. Mr. Hargis said about $200,000 would be used over the next two years to convert the balance of the City’s lights to LEDs. He told the Council LED lights are more efficient than those currently used.

Some of the discussion, which followed, pertained to the status of the agreement with Siemens Building Technologies regarding energy conservation. Mayor Magdits asked staff to update the Council at a future meeting on this matter.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4195: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN STP-URBAN PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION. A motion was made by Eudaly and seconded by Morris to suspend the rules and the ordinance be read for its
IV. NEW BUSINESS (continued)

(A) Ordinance Authorizing the Mayor to Enter into an STP-Urban Program Agreement with the Missouri Highway and Transportation Commission for the Replacement of High Pressure Sodium Street Lights with Energy Efficient Light Emitting Diodes (LED) (continued): final reading, by title. A voice vote on the motion showed ten ayes, one nay, and one absent. Motion carried. Mr. Thurman then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Woolley, Bowe, Williams, Hines, Bahr, Bowles, Long, Morris, Sawyer, Eudaly, and Jordan. Nays: None. Absent: Miller. Motion carried. The ordinance passed.

(B) Ordinance Amending Section 27-89 of the Rolla City Code Pertaining to Stop Intersections: Public Works Director Steve Hargis explained the following two agenda items and proposed ordinances pertain to the City’s traffic code. The first ordinance reflects the changes and additions to the citywide stop and yield signs and the second reflects no parking zones, which have been made over the past several months. Mr. Hargis told the Council when changes are made to this section, the entire ordinance is repealed and a new ordinance is enacted.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: 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.

(C) Ordinance Amending Section 27-92 of the Rolla City Code Pertaining to Parking: Public Works Director Steve Hargis noted the subject ordinance pertains to the City's no parking zones. He said yellow paint and/or signs denote these areas. Mr. Hargis informed the Council the no parking areas around the University will be repainted during spring break.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: 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.
IV. NEW BUSINESS (continued)

(D) Resolution Authorizing the Mayor to Execute a Sewer Use Agreement with Ms. Sharon K. Sooter (continued): Public Works Director Steve Hargis informed the Council of a four-plex that is located just outside the city limits off Route E where the septic system on the property has failed. If the property owner is unable to get sewer service from the City, the apartment building would have to be closed. The property owner, Ms. Sharon Sooter, has approached the City and asked for the Council’s consideration. Mr. Hargis said there is an existing easement that would allow the building to be connected to the sewer. He said the property owner would be responsible for all costs associated with connecting to the existing sewer. Mr. Hargis indicated Ms. Sooter has submitted a petition to annex her property, but he said he is not in favor of annexing the subject property because of the expense in providing sewer service to it.

After some discussion, City Counselor Lance Thurman read the following proposed resolution, by title. RESOLUTION NO. 1838: 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. A motion was made by Long and seconded by Eudaly to approve the proposed resolution. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The resolution passed.

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Heavy Equipment Trailer for the Street Department: Public Works Director Steve Hargis informed the Council that bids were received for a trailer to transport an asphalt roller and Bobcat for patching. He said three bids were received and staff is recommending the bid be awarded to Rolls Rite Trailers for $11,400, which was the only bid meeting the specifications. A motion was made by Williams and seconded by Eudaly to award the bid to Rolls Rite Trailers for $11,400. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

VI. MAYOR/CITY COUNCIL COMMENTS

(A) Motion Appointing Mr. Pete Morse to the Industrial Development Authority (March 2021) to Replace Mr. Bob Stoltz: Mayor Magdits announced Mr. Bob Stoltz is not seeking reappointment to the Industrial Development Authority (IDA). He
VI. MAYOR/CITY COUNCIL COMMENTS (continued)

(A) Motion Appointing Mr. Pete Morse to the Industrial Development Authority (March 2021) to Replace Mr. Bob Stoltz (continued): recommended the appointment of Mr. Pete Morse to fill this vacancy. A motion was made by Williams and seconded by Bowles to appoint Mr. Pete Morse to the Industrial Development Authority with his term expiring March 2021. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(B) Motion Reappointing Ms. Adele Heller to the Rolla Historic Preservation Commission (April 2020): A motion was made by Long and seconded by Bowles to reappoint Ms. Adele Heller to the Rolla Historic Preservation Commission until April 2020. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

VII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to anyone wishing to address the Council.

1) Rev. Chuck Whitmire, Pastor of the First Assembly of God Church, 1608 N. Oak Street, Rolla, Missouri, told the Council this past Saturday night and past week has shown him that the St. Pat’s week is somewhat bordering on being out of control. He explained that last Saturday afternoon and evening two of the four parking lots that surround the church, were like Mardi Gras was happening. He said people were burning their tires on the paved parking lots down to the gravel. The parking lots were strewn with beer cans, trash, and vomit; parking lots were filled with cars, trucks and drunken students and guests estimated at about 200 people. Rev. Whitmire explained the church had a yard sale Saturday morning, a wedding that afternoon, a prayer meeting at 6 p.m., and then an international student gathering. He said the Church’s parking was taken and it was as if the whole north side of the church had been taken over. Rev. Whitmire informed the Council people became afraid to leave the church because they were afraid to pass by the revelers and afraid of being accosted. He said he finally phoned the police at about 6 p.m. The police were quick to respond, very professional and did a great job. Rev. Whitmire said the only problem is the students and guests from out of town, in particular, are not the typical 18 to 23 year old Missouri S&T students, but individuals who are older, which often brings more of the hardcore problems we have into our community. He said he is not trying to violate their civil rights, but when they
VII. CITIZEN COMMUNICATION (continued)

(A) Open Citizen Communication (continued): 1) continued: begin to violate the rights of others, he said he believes we have a problem. As the leadership and governing body of the City, Rev. Whitmire said he is curious who signs off on parts of this drunkenness and debauchery. He asked the Council to study this next year the problems with St. Pat’s week. Rev. Whitmire asked the Council to 1) not grant permits for the use of public property, such as the band shell, to be used for purposes that we have seen for years that include drunkenness and debauchery; 2) enforce open container and public drunkenness ordinances in our city all year round, especially during this week and not turn our back to some degree, and; 3) do not allow the destruction of private property and make the University take this wantonness to their own land and provide their own policing of this event.

After much discussion, Mayor Magdits indicated the City would get back with Rev. Whitmire about the parking issue and the City will have some dialogue with Missouri S&T and the St. Pat’s group.

2) Mr. Nick Barrack, 1297 Highway O, Rolla, Missouri, spoke to the Council about the building, which housed Fat Cats for about two years and was operated by Mr. Josh Noe. He told the Council that Mr. Noe closed Fat Cats in November 2014 and bought into another nightclub. Since that time, Mr. Barrack said he has completely renovated the entire building to make it into an event center. He informed the Council that in his discussions with Community Development Director John Petersen, they concluded that as long as any event in the building fits in the C-2 (General Retail District) zoning, it is permissible. More recently, Mr. Barrack said they came to the conclusion that as a building owner, he can rent the building and then whoever rents it would get an appropriate license for whatever they are going to do, which is typical, except for in this case, which may only be for a weekend. Mr. Barrack told the Council the first event scheduled for the building is a gun show. Mr. Petersen suggested Mr. Barrack address the Council about this matter because it is gray in that it is okay to rent a building to someone and for them to obtain a license to do something that is acceptable in a C-2 (General Retail District) area, but is unusual in that this might happen 50 times a year. Mr. Barrack asked the Council if they want him to operate under that mode or does the Council want to develop something different.

City Administrator John Butz noted he has been polling other cities and very few have any kind of regulations on what in essence would be a private event center. He informed the Council he does not believe this falls under the City’s existing definition of a C-2 (General Retail District) and he issued an order to not issue a business license for a
VII. CITIZEN COMMUNICATION (continued)

(A) Open Citizen Communication (continued): 1) continued: private event center. Mr. Butz said there are many uses under C-2 (General Retail District) that talk about it, but not in the nature of this multi-faceted kind of thing. He stated it is similar to what the FERC (Family Entertainment and Recreation Complex) was designed for as a conditional use. Mr. Butz told the Council the City is not issuing a merchant’s license for the private event center, but have spoken with the gun show operators and indicated the City is not going to stop this event. However, the City is not committed to do this on a regular basis until the bigger issues of the zoning are addressed and how it can apply with a merchant’s license. Mr. Butz indicated the Council could clarify it by adding either in the ordinance that a private event center is a by right or a permitted use in C-2 (General Retail District), which staff does not recommend. The Council could put it as a by right or permitted use in C-3 (Highway Commercial District), but it is not really what this area is designed for. Mr. Butz said the better place is comparable to the FERC, which would be the conditional use under C-2 (General Retail District) that gives the Council the right to put some reasonable limitations on this. He said he believes the City needs to step back and figure out a solution for it. He added Mr. Barrack has the right to appeal to the City Council the City’s lack of granting a merchant’s license and the City Council ultimately calls for a hearing to weigh in on the denial of a merchant’s license. Mr. Butz pointed out the City could step back and either look at it from an amendment to the zoning ordinance or he suggested to Mr. Barrack he could also pursue an application under a FERC and it would be considered through the Planning and Zoning Commission and the City Council.

After Council discussion, Mayor Magdits asked Mr. Barrack to give the City an opportunity work on it.

No one else present addressed the Council.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) Letter to the Editor: Councilman Jim Williams stated he was upset when he read the letter in the Rolla Daily News from Mr. David Nenninger that called the Council crooks and liars pertaining to Proposition P and the Centre. He said Mr. Nenninger is not hearing what is being said in that no funds from Proposition P tax would go to The Centre or any funds from the General Fund. Mr. Williams said he does not like to be called a thief and a liar. He encouraged Mr. Nenninger to come to City Hall and review the City’s records.
VIII. COMMENTS FOR THE GOOD OF THE ORDER (continued)

(B) Recreation Center: Councilman Long said he believes it is important for folks to understand The Centre has never received General Fund money. In fact, he pointed out The Centre has annually made a payment to the General Fund since its existence.

Parks and Recreation Director Scott Caron stated when the ordinance pertaining to Proposition P was developed staff tried to provide as much clarification as a possible. He then read two of the recitals, as follows, which are contained in the Proposition P ordinance, specifically pertaining to Councilman Williams’ comment: 1) The 1998 park sales tax that expired in 2013 funded the construction and operations of The Centre and SplashZone. During its existence, the City of Rolla did not subsidize or transfer any funds to support The Centre. Operations at The Centre will continue to be separate and not receive funds from the General Fund. 2) The General Fund has annually subsidized the Parks Fund. A parks only sales tax will provide savings to the General Fund, which will provide additional resources for public safety and employee compensation.

Councilman Morris said it is important for residents to understand there has never been any General Fund money go into The Centre and there is not going to be any. Proposition P will strictly be used for the parks.

IX. CLOSED SESSION

None.

X. ADJOURNMENT

Having no further business, the meeting adjourned at 8:49 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

______________________________  ______________________________
CITY CLERK/MAYOR

MARCH 16, 2015

I.A.22
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<td>Statement of Activities-Motel Tax Fund</td>
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<td>Statement of Cash Flows-Motel Tax Fund</td>
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Rolla Area Chamber of Commerce

We have audited the accompanying financial statements of the Rolla Area Chamber of Commerce (a non-profit organization), which comprise the statement of financial position as of December 31, 2014, and the related statement of activities and cash flows for the year then ended, and related notes to the financial statements.

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of these financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Rolla Area Chamber of Commerce as of December 31, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The statements of financial position, activities, and cash flows for both the Chamber and the Motel Tax funds on pages 11-16 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kean & Company, LLC
Rolla, Missouri
February 11, 2015
BASIC FINANCIAL INFORMATION
ROLLA AREA CHAMBER OF COMMERCE
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2014

<table>
<thead>
<tr>
<th>Assets</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$ 234,221</td>
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<tr>
<td>Prepaid Expenses</td>
<td>6,900</td>
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<tr>
<td>Accounts Receivable</td>
<td>3,636</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>244,757</td>
</tr>
<tr>
<td><strong>Other Assets</strong></td>
<td></td>
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<tr>
<td>Downtown Revitalization Loans Receivable</td>
<td>27,786</td>
</tr>
<tr>
<td><strong>Property and Equipment</strong></td>
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</tr>
<tr>
<td>Furniture and fixtures</td>
<td>11,980</td>
</tr>
<tr>
<td>Equipment</td>
<td>9,684</td>
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<tr>
<td><strong>Total Property and Equipment</strong></td>
<td>21,664</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$ 294,207</td>
</tr>
</tbody>
</table>

| Liabilities and Net Assets                  |                   |
| **Current Liabilities**                    |                   |
| Accounts Payable                           | $ 3,618            |
| Payroll Liabilities                        | 5,910             |
| **Total Current Liabilities**              | 13,473            |
| **Net Assets, Unrestricted**               | 280,734           |
| **Total Liabilities and Net Assets**       | $ 294,207         |

See accountant's report and notes to financial statements.
## ROLLA AREA CHAMBER OF COMMERCE
### STATEMENT OF ACTIVITIES
#### FOR THE YEAR ENDED DECEMBER 31, 2014

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Year Ended December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel Tax Income</td>
<td>$ 265,949</td>
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<tr>
<td>Advertising Income</td>
<td>33,398</td>
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<tr>
<td>Bank Interest Income</td>
<td>1,613</td>
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<tr>
<td>Events income</td>
<td>52,223</td>
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<tr>
<td>Special Events Income</td>
<td>25,107</td>
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<td>Special Projects Income</td>
<td>340</td>
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<tr>
<td>Membership Dues Income</td>
<td>83,961</td>
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<tr>
<td>Miscellaneous Income</td>
<td>15,842</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>478,828</strong></td>
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</tbody>
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<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Program Expenses</strong></td>
<td></td>
</tr>
<tr>
<td>Advertising &amp; Brochures</td>
<td>54,290</td>
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<tr>
<td>Building &amp; Grounds</td>
<td>13,947</td>
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<td>Cleaning Service</td>
<td>6,850</td>
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<td>Directory</td>
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<td>Events</td>
<td>33,380</td>
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<tr>
<td>Grants</td>
<td>34,250</td>
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<td>Land Payment</td>
<td>25,550</td>
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<tr>
<td>Miscellaneous</td>
<td>14,933</td>
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<td>Payroll</td>
<td>181,151</td>
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<td>Rent</td>
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<td>Scholarship</td>
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<td>Special Events/Promotion</td>
<td>21,014</td>
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<td>Travel and Meetings</td>
<td>7,752</td>
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<td>Utilities</td>
<td>7,275</td>
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<tr>
<td><strong>Total Program Expenses</strong></td>
<td><strong>430,233</strong></td>
</tr>
</tbody>
</table>

| Administrative Expenses           |                              |
| Accounting Services              | 9,185                        |
| Dues and Subscriptions            | 6,601                        |
| Insurance                         | 6,743                        |
| Insurance-Health                  | 31,685                       |
| Office Equipment                  | 9,943                        |
| Office Supplies                   | 14,631                       |
| Telephone                         | 4,323                        |
| **Total Administrative Expenses** | **83,017**                   |
| **Total Ordinary Expenses**       | **513,250**                  |
| **Net Ordinary Increase in Net Assets** | (34,422)                   |

| Other Revenue                     |                              |
| Interest Revenue                  | 661                          |
| PPTF Military Affairs and Dues    | 9,935                        |
| Miscellaneous Other Income        | 1,553                        |
| **Total Other Income**            | **12,549**                   |

| Other Expenses                    |                              |
| Downtown Revitalization           | 8,503                        |
| PPTF (Phelps For the Fort)        | 10,784                       |
| **Total Other Expenses**          | **19,287**                   |
| **Net Other Income**              | (6,938)                      |

| Increase (Decrease) in Net Assets |                              |
| Net Assets at Beginning of Year   | 702,444                      |
| Adjustment to Net Assets (See Note #6) | (380,350)                   |
| **Net Assets at End of Year**     | **$ 282,734**                |
ROLLA AREA CHAMBER OF COMMERCE
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2014

December 31, 2014

Cash Flows from Operating Activities

Change in net assets
Adjustments to reconcile change in net assets to net cash provided by operating activities
(Increase)Decrease in Accounts Receivable
27,371
(Increase)Decrease in Prepaid Expenses
(4,866)
Increase (Decrease) in Accounts Payable
746
Increase (Decrease) in Accrued Liabilities
(17,048)
Net cash provided (used) by operating activities
(35,157)

Cash Flows from Investing Activities
(Increase)Decrease in Downtown Revitalization Loans Receivable
6,977
Net cash provided (used) by operating activities
6,977

Net (Decrease) Increase in Cash and Cash Equivalents
(28,180)

Cash and Cash Equivalents at Beginning of Year
262,401

Cash and Cash Equivalents at End of Year
$234,221

See accountant's report and notes to financial statements.
1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Rolla Area Chamber of Commerce is a Missouri nonprofit corporation exempt from income under Section 501(c)(6) of the Internal Revenue Code. Its purpose is to support and promote business in the Rolla area. The Rolla Area Chamber of Commerce solicits public and private contributions and dues to fund the organization. The Motel Tax Fund receives motel tax income from the City of Rolla to promote tourism in the Rolla area.

Cash and Cash Equivalents
For purposes of the statement of cash flows, the Chamber considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Basis of Accounting
The financial statements of the Rolla Area Chamber of Commerce have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Property and Equipment
Property and equipment are carried at the original cost to build the Visitors Center. Depreciation of property and equipment is not recognized since the organization uses the modified cash basis of accounting. Expenditures for major renewals and betterments are expensed as incurred. Expenditures for maintenance and repairs are charged to expense as incurred.

Income Tax Status
The Rolla Area Chamber of Commerce is exempt under Section 501c(6) of the Internal Revenue Code. As such, it is not subject to any Federal or State income taxes.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. The organization estimates the use of its employees' time between regular Chamber of Commerce activities and Tourism activities in order to allocate payroll between the two.

Employee Benefit Plans
The organization maintains a Simple IRA retirement plan for all employees meeting certain eligibility requirements. Under provisions of the plan, the Organization matches employee voluntary salary reduction plan contributions up to 3% of the employee's salary. The Organization's contributions under this plan for the year ended December 31, 2014 & 2013 were $4,183 and $3,865 respectively.
Donated Services
The organization receives a significant amount of donated services from unpaid volunteers who assist in fund-raising and special projects. No amounts have been recognized in the statement of activities because the criteria for recognition under SFAS No. 116 have not been satisfied.

2. LONG-TERM CONTRACTS

Beginning July 1, 1993, the City of Rolla, Missouri enacted a three percent (3%) motel tax on motel room occupancy within the city limits. The City of Rolla and the Rolla Area Chamber of Commerce entered into a contract in December 2009 whereby the Rolla Area Chamber of Commerce will manage the Visitor's Center and promote Rolla as a convention, visitor, and tourist center. This contract has been extended to December 31, 2017.

Payment for these services is ninety percent (90%) of the revenue derived from the three percent (3%) motel tax collected by the City of Rolla in order to manage the Visitor's Center and the Rolla Ranger Site and promote the Rolla area to tourists, convention planners, and other visitors. The contract requires the Rolla Area Chamber of Commerce to submit an annual budget and management plan to the Rolla City Council for approval.

3. CONCENTRATIONS

The revenue received from the contract with the City of Rolla accounts for substantially all of the total revenue of the Motel Tax Fund.

4. LEASE AGREEMENT WITH THE CITY OF ROLLA

The Rolla Chamber of Commerce entered into a lease agreement with the City of Rolla for 9.46 acres at Bridge School Road and Kingshighway to be used for a Rolla Area Visitor Center, Tourism Center and office. The term of the lease has been extended to December 31, 2017. The City of Rolla withholds an amount in escrow from the Motel Tax Fund to make an annual payment of $25,550 on January 15th of each year starting in 2006. In addition, the Chamber makes monthly payments of $200 per month for the use of an office building on the premises.

5. LOANS RECEIVABLE

As part of the Rolla Area Chamber of Commerce's prior year program activities, the Organization made loans to companies in the Downtown Rolla area as part of a revitalization initiative. Interest is charged on these loans and classified as interest income, which accrued to $851 and $1,030 for fiscal years 2014 & 2013.
ROLLA AREA CHAMBER OF COMMERCE  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2014

The balances on the three remaining loans were $27,786 as of December 31, 2014. The balances on the four remaining loans were $34,763 as of December 31, 2013.

6. ADJUSTMENT TO NET ASSETS

On December 31, 2014, $380,350, the cost of the Rolla Area Visitors Center was removed from the Tourism's financial statements and transferred to the City of Rolla's. The funds originally used to build the Visitors Center were from the Motel Tax Fund revenue. This transfer reduces both the fixed assets and net assets by $380,380. An annual insurance costs saving will be gained from this event.

7. SUBSEQUENT EVENTS

The occurrence of subsequent events was reviewed for the period up to February 11, 2015 by inquiry of staff and review of accounting records. No notable subsequent events were detected for the period.
SUPPLEMENTARY INFORMATION
ROLLA AREA CHAMBER OF COMMERCE-CHAMBER
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2014 AND 2013

<table>
<thead>
<tr>
<th>Assets</th>
<th>December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2014</td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$88,921</td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td>1,250</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>3,176</td>
</tr>
<tr>
<td>Due From Motel Tax Fund</td>
<td>9,162</td>
</tr>
<tr>
<td>Total Current Assets</td>
<td>102,509</td>
</tr>
<tr>
<td>Other Assets</td>
<td></td>
</tr>
<tr>
<td>Downtown Revitalization Loans Receivable</td>
<td>27,786</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$130,295</td>
</tr>
</tbody>
</table>

| Liabilities and Net Assets | |
| Current Liabilities | |
| Accounts Payable | $1,691 | $1,288 |
| Payroll Liabilities | 5,910 | 4,976 |
| Other Current Liabilities | 3,945 | 2,979 |
| Unearned Revenues | - | 18,947 |
| Total Current Liabilities | 11,546 | 28,190 |
| Net Assets, Unrestricted | 118,749 | 131,070 |
| Total Liabilities and Net Assets | $130,295 | $159,260 |

See accountant's report and notes to financial statements.
ROLLA AREA CHAMBER OF COMMERCE-CHAMBER
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Years Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2014</td>
</tr>
<tr>
<td>Advertising Income</td>
<td>$33,543</td>
</tr>
<tr>
<td>Ambassadors Income</td>
<td>1,665</td>
</tr>
<tr>
<td>Bank Interest Income</td>
<td>1,246</td>
</tr>
<tr>
<td>Banquet Income</td>
<td>16,575</td>
</tr>
<tr>
<td>Golf Tournament Income</td>
<td>16,560</td>
</tr>
<tr>
<td>Luncheon Income</td>
<td>16,088</td>
</tr>
<tr>
<td>Membership Dues Income</td>
<td>83,051</td>
</tr>
<tr>
<td>Miscellaneous Income</td>
<td>4,761</td>
</tr>
<tr>
<td>Scholarship Income</td>
<td>2,500</td>
</tr>
<tr>
<td>Special Events Income</td>
<td>19,807</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>168,656</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Program Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Advertising</td>
<td>6,511</td>
</tr>
<tr>
<td></td>
<td>Ambassadors</td>
<td>1,664</td>
</tr>
<tr>
<td></td>
<td>Banquet Expense</td>
<td>8,702</td>
</tr>
<tr>
<td></td>
<td>Directory</td>
<td>8,425</td>
</tr>
<tr>
<td></td>
<td>Golf Tournament</td>
<td>9,118</td>
</tr>
<tr>
<td></td>
<td>Luncheon</td>
<td>15,605</td>
</tr>
<tr>
<td></td>
<td>Membership Relations</td>
<td>1,636</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous</td>
<td>6,622</td>
</tr>
<tr>
<td></td>
<td>Payroll</td>
<td>83,160</td>
</tr>
<tr>
<td></td>
<td>Rent</td>
<td>2,160</td>
</tr>
<tr>
<td></td>
<td>Scholarship</td>
<td>2,175</td>
</tr>
<tr>
<td></td>
<td>Special Events</td>
<td>8,753</td>
</tr>
<tr>
<td></td>
<td>Travel and Meetings</td>
<td>6,264</td>
</tr>
<tr>
<td></td>
<td>Utilities</td>
<td>2,676</td>
</tr>
<tr>
<td><strong>Total Program Expenses</strong></td>
<td><strong>163,669</strong></td>
<td><strong>162,549</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Services</td>
<td>3,593</td>
</tr>
<tr>
<td>Dues and Subscriptions</td>
<td>3,016</td>
</tr>
<tr>
<td>Insurance</td>
<td>3,372</td>
</tr>
<tr>
<td>Insurance-Health</td>
<td>14,218</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>5,052</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>9,409</td>
</tr>
<tr>
<td>Telephone</td>
<td>1,530</td>
</tr>
<tr>
<td><strong>Total Administrative Expenses</strong></td>
<td><strong>40,150</strong></td>
</tr>
</tbody>
</table>

| Total Ordinary Expenses | 204,819 | 199,679 |
| Net Ordinary Increase in Net Assets | (5,283) | (7,676) |

| Other Revenue | Interest Revenue | 861 | 1,030 |
|              | Downtown Grant Program | 1,653 | - |
|              | PFTF Military Affairs and Dues | 9,635 | 16,181 |
| **Total Other Revenue** | **12,349** | **16,221** |

| Other Expenses | Bad Debt | - | 32,033 |
|                | Downtown Revitalization | 8,603 | 11,055 |
|                | PFTF (Pheps For the Fort) | 10,784 | 12,669 |
| **Total Other Expenses** | **19,287** | **56,764** |

| Net Other Income | (6,539) | (39,533) |

| Increase (Decrease) in Net Assets | (12,321) | (47,209) |
| Net Assets at Beginning of Year | 131,070 | 178,279 |
| Net Assets at End of Year | $118,749 | $131,070 |

See accountant's report and notes to financial statements.
### ROLLA AREA CHAMBER OF COMMERCE-CHAMBER STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013

<table>
<thead>
<tr>
<th>December 31,</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash Flows from Operating Activities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change in net assets</td>
<td>$ (12,321)</td>
<td>$ (47,209)</td>
</tr>
<tr>
<td>Adjustments to reconcile change in net assets to net cash provided by operating activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Increase)Decrease in Accounts Receivable</td>
<td>$1,565</td>
<td>$1,168</td>
</tr>
<tr>
<td>(Increase)Decrease in Prepaid Expenses</td>
<td>$(613)</td>
<td>$1,109</td>
</tr>
<tr>
<td>Increase (Decrease) in Accounts Payable</td>
<td>$403</td>
<td>$(695)</td>
</tr>
<tr>
<td>Increase (Decrease) in Accrued Liabilities</td>
<td>$(17,047)</td>
<td>$19,494</td>
</tr>
<tr>
<td>Net cash provided (used) by operating activities</td>
<td>$(28,013)</td>
<td>$(26,133)</td>
</tr>
</tbody>
</table>

| **Cash Flows from Investing Activities** |       |       |
| (Increase)Decrease in Downtown Revitalization Loans Receivable | $8,977 | $38,461 |
| Net cash provided (used) by operating activities | $6,677 | $38,461 |

| **Net (Decrease) Increase in Cash and Cash Equivalents** |       |       |
| (Decrease) | $21,036 | $12,328 |

| **Cash and Cash Equivalents at Beginning of Year** |       |       |
| $109,957 | $97,629 |

| **Cash and Cash Equivalents at End of Year** |       |       |
| $88,921 | $109,957 |

See accountant's report and notes to financial statements.
ROLLA AREA CHAMBER OF COMMERCE  
STATEMENT OF FINANCIAL POSITION-MOTEL TAX FUND  
AS OF DECEMBER 31, 2014 AND 2013

Assets

<table>
<thead>
<tr>
<th>Current Assets</th>
<th>December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2014</td>
</tr>
<tr>
<td>Cash</td>
<td>$145,301</td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td>5,649</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>460</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>151,410</strong></td>
</tr>
<tr>
<td>Building and property</td>
<td>-</td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>11,980</td>
</tr>
<tr>
<td>Equipment</td>
<td>9,684</td>
</tr>
<tr>
<td><strong>Total Property and Equipment</strong></td>
<td><strong>21,664</strong></td>
</tr>
</tbody>
</table>

Total Assets  

<table>
<thead>
<tr>
<th>Liabilities and Net Assets</th>
<th>December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2014</td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>$1,927</td>
</tr>
<tr>
<td>Due to Chamber</td>
<td>9,162</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td><strong>11,089</strong></td>
</tr>
</tbody>
</table>

Net Assets, Unrestricted  

<table>
<thead>
<tr>
<th>Total Liabilities and Net Assets</th>
<th>December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2014</td>
</tr>
<tr>
<td>$161,985</td>
<td></td>
</tr>
<tr>
<td><strong>Total Liabilities and Net Assets</strong></td>
<td><strong>173,074</strong></td>
</tr>
</tbody>
</table>

See accountant's report and notes to financial statements.
### ROLLA AREA CHAMBER OF COMMERCE-MOTEL TAX FUND
### STATEMENT OF ACTIVITIES
### FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

#### Revenues

<table>
<thead>
<tr>
<th>Source</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motel Tax Income</td>
<td>$255,949</td>
<td>$255,280</td>
</tr>
<tr>
<td>Advertising COOP Income</td>
<td>-</td>
<td>$2,669</td>
</tr>
<tr>
<td>Bank Interest Income</td>
<td>367</td>
<td>516</td>
</tr>
<tr>
<td>Rental Income</td>
<td>2,160</td>
<td>7,060</td>
</tr>
<tr>
<td>Special Events Income</td>
<td>5,300</td>
<td>1,745</td>
</tr>
<tr>
<td>Special Projects Income</td>
<td>340</td>
<td>5,283</td>
</tr>
<tr>
<td>Miscellaneous Income</td>
<td>6,017</td>
<td>6,054</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>280,133</td>
<td>278,607</td>
</tr>
</tbody>
</table>

#### Expenses

**Program Expenses**

<table>
<thead>
<tr>
<th>Source</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising</td>
<td>36,981</td>
<td>40,891</td>
</tr>
<tr>
<td>Brochures</td>
<td>10,756</td>
<td>1,720</td>
</tr>
<tr>
<td>Building &amp; Grounds</td>
<td>13,947</td>
<td>20,648</td>
</tr>
<tr>
<td>Cleaning Service</td>
<td>6,830</td>
<td>6,300</td>
</tr>
<tr>
<td>Grants</td>
<td>34,250</td>
<td>38,760</td>
</tr>
<tr>
<td>Land Payment</td>
<td>25,550</td>
<td>25,550</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>4,789</td>
<td>3,493</td>
</tr>
<tr>
<td>Payroll</td>
<td>97,971</td>
<td>92,879</td>
</tr>
<tr>
<td>Signage</td>
<td>17,080</td>
<td>13,320</td>
</tr>
<tr>
<td>Special Events/Promotion</td>
<td>12,261</td>
<td>9,944</td>
</tr>
<tr>
<td>Travel and Meetings</td>
<td>1,468</td>
<td>1,786</td>
</tr>
<tr>
<td>Utilities</td>
<td>4,398</td>
<td>4,716</td>
</tr>
<tr>
<td><strong>Total Program Expenses</strong></td>
<td>265,343</td>
<td>269,997</td>
</tr>
</tbody>
</table>

**Administrative Expenses**

<table>
<thead>
<tr>
<th>Source</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Services</td>
<td>5,593</td>
<td>5,025</td>
</tr>
<tr>
<td>Dues and Subscriptions</td>
<td>3,565</td>
<td>2,650</td>
</tr>
<tr>
<td>Insurance</td>
<td>3,372</td>
<td>3,806</td>
</tr>
<tr>
<td>Insurance-Health</td>
<td>17,368</td>
<td>15,518</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>4,896</td>
<td>5,048</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>5,222</td>
<td>4,654</td>
</tr>
<tr>
<td>Telephone</td>
<td>2,783</td>
<td>2,456</td>
</tr>
<tr>
<td><strong>Total Administrative Expenses</strong></td>
<td>42,829</td>
<td>39,157</td>
</tr>
</tbody>
</table>

**Total Expenses**

<table>
<thead>
<tr>
<th>Source</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>309,172</td>
<td>299,154</td>
</tr>
</tbody>
</table>

#### Increase (Decrease) in Net Assets

<table>
<thead>
<tr>
<th>Source</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(29,039)</td>
<td>(20,547)</td>
</tr>
</tbody>
</table>

**Net Assets at Beginning of Year**

<table>
<thead>
<tr>
<th>Source</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>571,374</td>
<td>591,921</td>
</tr>
</tbody>
</table>

**Net Asset Adjustment (See Note #6)**

<table>
<thead>
<tr>
<th>Source</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(380,350)</td>
<td>-</td>
</tr>
</tbody>
</table>

**Net Assets at End of Year**

<table>
<thead>
<tr>
<th>Source</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$161,985</td>
<td>$571,374</td>
</tr>
</tbody>
</table>

See accountant's report and notes to financial statements.
ROLLA AREA CHAMBER OF COMMERCE-MOTEL TAX FUND
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

Cash Flows from Operating Activities

Change in net assets
Adjustments to reconcile change in net assets to net cash provided by operating activities
(Increase)Decrease in Accounts Receivable
(Increase)Decrease in Prepaid Expenses
Increase (Decrease) in Accounts Payable
Increase (Decrease) in Accrued Liabilities
Net cash provided (used) by operating activities

Net (Decrease) Increase in Cash and Cash Equivalents

Cash and Cash Equivalents at Beginning of Year

Cash and Cash Equivalents at End of Year

<table>
<thead>
<tr>
<th>December 31,</th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change in net assets</td>
<td>(29,039)</td>
<td>(20,547)</td>
</tr>
<tr>
<td>Adjustments to reconcile change in net assets to net cash provided by operating activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Increase)Decrease in Accounts Receivable</td>
<td>25,579</td>
<td>(26,040)</td>
</tr>
<tr>
<td>(Increase)Decrease in Prepaid Expenses</td>
<td>(4,251)</td>
<td>11,687</td>
</tr>
<tr>
<td>Increase (Decrease) in Accounts Payable</td>
<td>342</td>
<td>505</td>
</tr>
<tr>
<td>Increase (Decrease) in Accrued Liabilities</td>
<td>226</td>
<td>(495)</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by operating activities</strong></td>
<td>(7,143)</td>
<td>(34,890)</td>
</tr>
</tbody>
</table>

| Net (Decrease) Increase in Cash and Cash Equivalents | (7,143) | (34,890) |

Cash and Cash Equivalents at Beginning of Year

<table>
<thead>
<tr>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>152,444</td>
<td>187,334</td>
</tr>
</tbody>
</table>

Cash and Cash Equivalents at End of Year

<table>
<thead>
<tr>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>$145,301</td>
<td>$152,444</td>
</tr>
</tbody>
</table>

See accountant's report and notes to financial statements.
February 11, 2015

To the Board of Directors of
Rolla Area Chamber of Commerce

We have audited the financial statements of the Rolla Area Chamber of Commerce for the years ended December 31, 2014, and have issued our report thereon dated February 11, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, Government Auditing Standards and OMB Circular A-133), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 26, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Rolla Area Chamber of Commerce are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2014. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. The organization estimates the use of its employees' time between regular Chamber of Commerce activities and Tourism activities in order to allocate payroll between the two.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure in Note 6 of the financial statements, which describes the adjustment to net assets that resulted from the transfer of Tourism's Building and Property to the City of Rolla.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.
Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 11, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Directors of the the Rolla Area Chamber of Commerce and is not intended to be, and should not be, used by anyone other than those specified parties.

Very truly yours,

Kean & Company, LLC

111. A.20.
## THE CENTRE

### FY-15 FINANCIAL ANALYSIS

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<th>DESCRIPTION</th>
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<th>Jan-15</th>
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<th>Feb-14</th>
<th>Feb-15</th>
<th>Budget</th>
<th>Mar-14</th>
<th>Mar-15</th>
<th>Budget</th>
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<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
<td>1,542.82</td>
<td>-</td>
<td>-</td>
<td>572.40</td>
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### MAINTENANCE

| **Revenue** | - | - | - | - | - | - | - | - | - |
| **Reimbursement** | - | - | - | - | - | - | - | - | - |

### MAINTENANCE - EXPENSES

| **Expenses** | 23,016.57 | 11,233.08 | 16,204.00 | 19,726.00 | 12,677.64 | 16,204.00 | 20,605.20 | 16,204.00 | 20,605.20 |
| **Personnel** | 2,262.27 | 3,495.49 | 1,980.00 | 1,706.22 | 1,555.77 | 1,760.00 | 1,254.05 | 1,540.00 | 1,254.05 |
| **Supplies** | 737.00 | - | 293.00 | - | 64.95 | 439.50 | 633.71 | 439.50 | 633.71 |
| **Services** | 250.57 | 341.99 | 1,208.00 | 1,240.02 | 1,113.32 | 656.00 | 958.00 | 1,027.00 | 958.00 |
| **Maintenance** | - | - | - | - | - | - | - | - | - |

### Operating Revenues

| **Total Operating Revenues** | 130,971.54 | 107,690.54 | 123,192.00 | 92,855.49 | 88,483.42 | 92,509.00 | 102,275.42 | 100,224.00 | 100,224.00 |
| **Total Operating Expenses** | 113,355.12 | 93,660.60 | 160,895.75 | 112,624.78 | 107,327.59 | 101,065.00 | 110,195.53 | 100,011.75 | 100,011.75 |
| **OPERATING REVENUES OVER EXPENSES** | 17,616.42 | 14,029.94 | 14,999.75 | (19,729.23) | (19,854.47) | (6,855.75) | (7,022.11) | 212.25 | 212.25 |

### Operating Recapture Rate

| **Operating Recapture Rate** | 115.85% | 112.46% | 122.25% | 82.48% | 82.43% | 91.53% | 92.01% | 100.21% | 83.46% |
| **Operating Recapture Rate (with Interest)** | 147.23% | 112.46% | 82.43% | 94.80% |

### OTHER REVENUES

| **Sales Tax** | 147,858.84 | - | 150,600.90 | 165.34 | - | - | - | - | - |
| **Reimbursement/Donations** | - | - | - | - | - | - | - | - | - |
| **Interest Income** | 1,855.40 | 5,016.00 | - | 1,759.76 | - | 342.00 | 1,559.83 | 342.00 | - |
| **Miscellaneous** | - | - | - | - | - | - | - | - | - |
| **Contribution to General Fund** | - | - | - | - | - | - | (26,250.00) | (23,725.00) | (26,250.00) |
| **TOTAL OTHER REVENUES** | 149,724.24 | 5,016.00 | 162,567.87 | 165.34 | 342.00 | 29,146.41 | (23,383.00) | 75,346.47 | 80,011.00 |

### CAPITAL EXPENSES

| **Equipment** | 2,534.37 | 900.84 | - | 520.81 | 41.48 | - | 2,448.89 | - | - |
| **Vehicles** | - | - | - | - | - | - | - | - | - |
| **Building & Grounds** | 1,818.67 | 2,307.70 | - | 4,299.74 | - | - | - | - | - |
| **TOTAL CAPITAL EXPENSES** | 4,353.04 | 3,208.54 | - | 5,190.55 | 41.48 | - | 2,448.89 | - | - |

| **Total Revenues (operating + other)** | 280,605.78 | 107,600.54 | 128,208.00 | 255,463.36 | 89,652.76 | 92,851.00 | 131,421.83 | 76,841.00 | 76,841.00 |
| **Total Expenses (operating + capital)** | 177,953.16 | 98,889.14 | 160,695.75 | 117,851.33 | 107,307.57 | 101,065.00 | 112,647.42 | 100,011.75 | 100,011.75 |
| **TOTAL REVENUES OVER EXPENSES** | 163,088.62 | 8,711.40 | 17,122.25 | 152,611.93 | (6,616.00) | (8,216.00) | 19,774.41 | (20,710.75) | (20,710.75) |

| **Depreciation Reserve & Equip Replace Sales Tax Balance** | $2,468,757.51 | $1,607,133.78 | $4,073,861.29 |
## FY-15 Financial Analysis

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<th>DESCRIPTION</th>
<th>Jan-14</th>
<th>Jan-15</th>
<th>Budget</th>
<th>Feb-14</th>
<th>Feb-15</th>
<th>Budget</th>
<th>Mar-14</th>
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<tr>
<td><strong>Total Revenue</strong></td>
<td>$564</td>
<td>$58</td>
<td>$0</td>
<td>$48</td>
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Page 1 of 2
## PARKS
### FY-15 FINANCIAL ANALYSIS

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<td>$13</td>
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<tr>
<td>10%</td>
<td>15%</td>
<td>12%</td>
<td>10%</td>
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<td>Total Revenues (operating + other)</td>
<td>$187,471</td>
<td>$169,275</td>
<td>$18,196</td>
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<tr>
<td>Total Expenses (operating + capital)</td>
<td>$44,984</td>
<td>$37,257</td>
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<tr>
<td>TOTAL REVENUES OVER EXPENSES</td>
<td>$142,487</td>
<td>$132,018</td>
<td>$10,469</td>
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</table>
# MATERIALS COLLECTED & SHIPPED
FROM RECYCLING CENTER
(Based on Calendar Year)

<table>
<thead>
<tr>
<th>Material</th>
<th>Feb 2015</th>
<th>Jan 2015</th>
<th>Feb 2014</th>
<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardboard</td>
<td>102.4 ton</td>
<td>172.6 ton</td>
<td>81.0 ton</td>
<td>275.0 ton</td>
<td>184.4 ton</td>
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<td>Newspaper</td>
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<td>85.4 ton</td>
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<td>6.1 ton</td>
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<td>1.3 ton</td>
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<td>1.7 ton</td>
<td>4.6 ton</td>
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<td><strong>TOTAL</strong></td>
<td><strong>214.3 ton</strong></td>
<td><strong>336.3 ton</strong></td>
<td><strong>194.7 ton</strong></td>
<td><strong>550.6 ton</strong></td>
<td><strong>405.1 ton</strong></td>
<td><strong>2,764.5 ton</strong></td>
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## SERVICES PROVIDED

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<th>Feb 2014</th>
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<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
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<td>Special Pick-ups</td>
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<td>65</td>
<td>55</td>
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<td>Paper Shredding</td>
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## DISPOSAL TONNAGE
(Sanitation Division)

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<th>Feb 2014</th>
<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
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</thead>
<tbody>
<tr>
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<td>2,490.7 ton</td>
<td>16,687.9 ton</td>
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City of Rolla Fire & Rescue

March Monthly Report

![Bar chart showing incidents by month for January to December.]

![Bar chart showing time of day responses for March 1st to March 31st.]

Time of Day Responses March 1st - March 31st:
- Midnight - 6 a.m.: 11
- 6 a.m. - Noon: 21
- Noon - 6 p.m.: 21
- 6 p.m. - Midnight: 35

Incidents March 1st - March 31st:
- Fire: 41
- Rescue/EMS: 8
- Hazardous Condition: 4
- Service Call: 7
- False Alarms: 19
- Good Intent: 9
## CFS Analysis Report

February 1-28, 2015

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<td>Accident - Injury</td>
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<td>Accident - Leave the scene</td>
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<tr>
<td>Accident - No Injury</td>
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<td>Accident - Private Property</td>
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<td>Accident - Road Blocked</td>
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<td>Alarm Fire</td>
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<tr>
<td>Alarm LE</td>
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<td>Assist Ambulance</td>
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**Total**: 2480

Report Prepared on 03/23/2015 10:08:44
February 2015

Part I Crimes

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<tr>
<th></th>
<th>Murder</th>
<th>Rape</th>
<th>Robbery</th>
<th>Felonious Assault</th>
<th>Burglary</th>
<th>Larceny</th>
<th>Auto Theft</th>
<th>Arson</th>
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<td>2</td>
<td>6</td>
<td>3</td>
<td>28</td>
<td>3</td>
<td>0</td>
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<td>Year to Date</td>
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<td>2</td>
<td>10</td>
<td>7</td>
<td>79</td>
<td>6</td>
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IV. E.A.
## Animal Control Monthly Totals

### February 2015

#### Animals Impounded

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\[\text{N} \cdot \text{F} \cdot \text{I}\]
**BANK NAME:** First Community National Bank - Rolla  
**BANK ACCOUNT NUMBER:** 0299537

### OTHER GENERAL LEDGER ACCOUNTS

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</table>

**TOTAL OTHER GENERAL LEDGER ACCOUNTS**  
22,158.00

---

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

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

*Confidential - For Court Use Only*
BANK NAME: First Community National Bank - Rolla
BANK ACCOUNT NUMBER: 0299537

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

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

"Confidential - For Court Use Only"
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No exceptions noted
**BANK NAME:** First Community National Bank - Rolla  
**BANK ACCOUNT NUMBER:** 6289537

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<td>5016 CVC Surcharge State</td>
<td>1,112.65</td>
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<tr>
<td>5018 CVC Surcharge Muni</td>
<td>57.77</td>
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<tr>
<td>5020 Law Enf Arrest-Loc</td>
<td>71.50</td>
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<tr>
<td>5022 LET-Muni</td>
<td>310.00</td>
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<tr>
<td>5024 POST-State</td>
<td>156.04</td>
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<tr>
<td>5032 Dom Viol - Muni</td>
<td>307.00</td>
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<tr>
<td>5040 Fine</td>
<td>2,157.48</td>
</tr>
<tr>
<td>5041 Fine - Highway</td>
<td>8,906.00</td>
</tr>
<tr>
<td>5042 Parking Penalties</td>
<td>3,336.00</td>
</tr>
</tbody>
</table>

**TOTAL OTHER GENERAL LEDGER ACCOUNTS**  
19,701.48

---

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

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

*C Confidential - For Court Use Only*
MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY MARCH 10, 2015, 5:30 P.M.

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

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

I. APPROVAL OF MINUTES
   The February 10, 2015 minutes were approved.

II. REPORT ON CITY COUNCIL ACTIONS
    Mr. Petersen reported on the actions from the February 17, 2015 City Council Meeting.

III. PUBLIC HEARINGS
    A. Request to rezone property at 621 Houston Road from R-1 (single family district) to R-3 (multi-family district) zoning (Clayton).

   Mr. Petersen briefed the Commission on the request to rezone (R-1 to R-3) a .43 acre tract of property at 621 Houston Road. Randy Clayton Properties LLC is the owner of the property. He plans to demolish the old buildings on the lot and construct a four-plex. Mr. Petersen stated that there will be stipulations attached to the four-plex requiring ten (10) paved parking spots, no more than three bedrooms per in each unit and a fifteen foot buffer yard along the border between 619 Houston Road and 621 Houston Road. The Staff recommendation is to approve the rezoning request.

   The public hearing was opened by Chairperson Stigall. No one came forward to speak for or against the proposed rezoning. After a short conversation among Commission Members, the public hearing was officially closed and a motion was made.

   [\text{M. H. L.}]
A motion was made by M. Schmidt, seconded by Monte Shields, to recommend that the City Council approve the rezoning request with the conditions attached to the ordinance. The motion carried unanimously.

IV. OLD BUSINESS

None

V. NEW BUSINESS

None

VI. REPORT FROM CHAIRPERSON, COMMITTEES OR STAFF

None

VII. OTHER BUSINESS – CITIZENS COMMENTS

None

Meeting adjourned at 5:53 P.M.
RECEIPTS:
Electric, Water, Tax, Sewer and Refuse Charge $3,471,876.96
Accounts Receivable - Miscellaneous $114,228.59
Customer's Deposits - Refundable $31,005.00
Misc Non-Operating Revenue $3,935.94
Total Receipts $3,621,046.48

Super-New Account Interest (January 31, 2015) $76.05
Money Market Account Interest (January 31, 2015) $8,740.93
Electronic Payment Account Interest (January 31, 2015) $37.71
Public Utility Cash In Bank (January 31, 2016) $23,371,416.52
Total Receipts and Cash In Bank $27,001,320.69

DISBURSEMENTS:
Power Purchased $2,066,954.46
Operating Expenses $141,498.19
Administrative and General Expenses $144,837.98
Payroll $145,006.24
Electric and Water Capital Expenditures $190,356.26
Stock Purchases (Inventory) $42,634.82
Balance of Customer's Deposits after Finals $7,009.18
Medical, Dental, Vision and Life Insurance Paid by Employees $15,710.67
U.S. Withholding Tax $223,481.99
Missouri Depl. of Revenue (Sales Tax) $49,203.27
Missouri Depl. of Revenue (Income Tax) $8,475.00
Phelps County Bank (Social Security) $30,740.54
Sewer Service Charge $234,028.33
Refuse Service Charge $179,409.92
Purchase U.S. Treasury Bill / Certificates of Deposit $0.00
Unclaimed Deposits $0.00
PILOT to City of Rolla $123,553.23
Standpipes Lease/Purchase $4,538.31
Electric Power Supply Infrastructure Lease/Purchase $90,986.75
Deposit Refund $0.00
Primacy Fees $0.00
Void Checks $0.00
Total Disbursements $3,447,500.14

Cash in Bank (February 26, 2015) $23,563,820.55
Total Disbursements and Cash In Bank $27,001,320.69

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:
Central Federal Savings & Loan, Check #1150 for $2,798.93 $952.37
Citizens Bank of Newburg, Check #1190 for $957.22 $3,047.63
Phelps Co Bank-Electronic Payment Account, Check #1054 for $233,589.96 $57,681.53
Phelps Co Bank-Money Market $3,401,297.53
Phelps Co Bank-Super Now, Checks #22332 thru #22433 for $3,447,500.14 $3,290,202.10
Town & Country Bank, Check #1190 for $3,632.76 $3,006.39
Regions Bank, Check #1192 for $1,110.07 $2,000.00
Total Public Utility Accounts $5,755,487.55

ELECTRIC RESERVES:
Certificates of Deposit $0.00
Money Market Account $14,203,567.00
U.S. Treasury Bills $0.00
Total Electric Reserves $14,203,567.00

WATER RESERVES:
Certificates of Deposit $0.00
Money Market Account $2,494,260.00
U.S. Treasury Bills $0.00
Total Water Reserves $2,494,260.00

TOTAL RESERVES: $16,787,333.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES $23,563,820.55
## STATISTICS
### FEBRUARY 2015

<table>
<thead>
<tr>
<th>PRODUCTION</th>
<th>ELECTRIC SALES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Demand: 02/19/2015</td>
<td>Residential kWh: 11,892,699</td>
</tr>
<tr>
<td>Time of Demand: 07:20 AM</td>
<td>Commercial - Single Phase kWh: 1,684,203</td>
</tr>
<tr>
<td>Scada Demand: 66,130.0</td>
<td>Commercial - Three Phase kWh: 2,685,016</td>
</tr>
<tr>
<td>kWh Purchased: 31,795,905</td>
<td>Power Service kWh: 6,556,740</td>
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<tr>
<td>Total Cost: $2,180,814.52</td>
<td>Industrial kWh: 4,720,000</td>
</tr>
<tr>
<td>Cost per kWh: 0.058556</td>
<td>Area/Street Lighting kWh: 79,011</td>
</tr>
<tr>
<td>Load Factor: 72.6%</td>
<td>Rental Lights kWh: 96,991</td>
</tr>
</tbody>
</table>

| Pumped #2 Well | 8,464,000 | Revenue: $2,651,567.08 |
| Pumped #3 Well | 84,000 |
| Pumped #4 Well | 2,511,000 | Monthly Loss: 11.58% |
| Pumped #5 Well | 1,982,000 | Fiscal Year to Date Loss: 10.64% |
| Pumped #6 Well | 735,000 | |
| Pumped #7 Well | 2,302,000 | |
| Pumped #8 Well | 1,056,000 | |
| Pumped #9 Well | 5,003,000 | |
| Pumped #10 Well | 3,463,000 | |
| Pumped #11 Well | 4,504,000 | |
| Pumped #12 Well | 3,087,000 | |
| Pumped #13 Well | 5,081,000 | |
| Pumped #14 Well | 9,612,000 | |
| Pumped #15 Well | 4,052,000 | |
| Pumped #16 Well | 3,956,000 | |
| Pumped #17 Well | 2,787,000 | |
| Pumped #1 Ind Park Well | 2,313,000 | |
| Pumped #2 Ind Park Well | 1,922,000 | |
| Total Gallons: 62,750,000 | | |

<table>
<thead>
<tr>
<th>METERS IN SERVICE</th>
<th>Electric</th>
<th>Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>7,739</td>
<td>6,296</td>
</tr>
<tr>
<td>Commercial - Single Phase</td>
<td>955</td>
<td>504</td>
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<tr>
<td>Commercial - Three Phase</td>
<td>452</td>
<td>245</td>
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<tr>
<td>Power Service</td>
<td>128</td>
<td>122</td>
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<tr>
<td>Industrial</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>Area/Street Lighting</td>
<td>41</td>
<td>7</td>
</tr>
<tr>
<td>Missouri S&amp;T</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>PWSD #2</td>
<td>416</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>9,321</td>
<td>7,596</td>
</tr>
</tbody>
</table>

| Sewer Service Charge: $218,921.66 | Gross Payroll: $205,407.72 |
| Refuse Service Charge: $179,839.60 | |

* Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 6,926,625 gallons per water main flushing records.
*** FY loss includes 25,152,485 gallons per water main flushing records.
OPERATION MANAGER'S REPORT

ELECTRIC DEPARTMENT
(E1) Hy Point Industrial Park
- 34kV system upgrades; (2) reclosers, replace poles, and static wire installation
  Started, July 16, 2014
  Ongoing

(E2) Grove Substation
- Installation of additional recloser and new underground distribution feeder circuit
  Started, September 15, 2014
  Ongoing

(E3) RMU Fiber and Communications
  Hy Point Industrial Park
- Fiber optic cable installation
  Started, October 17, 2014
  Ongoing

(E4) 120-124 East 6th Street
  501-505 North Oak Street
  (new townhouses)
- New pole, transformer and meter installation
  Started, December 29, 2014
  Ongoing

(E5) 3rd Street, from Elm Street to Olive Street
- Rebuild/reconductor single-phase overhead distribution system; (6) poles, 550' project length
  Started, January 30, 2015
  Ongoing

(E6) 303 North Oak Street
  (new apartments)
- New pole, underground primary, transformer and meter installation
  Started, January 30, 2015
  Completed, February 27, 2015

(E7) Forest Drive
  (Line-Barnitz Subdivision)
- New single-phase overhead distribution system,
  (4) poles, transformer, secondary and pedestal installation
  Started, February 13, 2015
  Completed, February 27, 2015

(E8) Pi Kappa Theta Fraternity
  707 State Street
  (new building)
- New three-phase underground primary, transformer and meter installation
  Started, February 6, 2015
  Ongoing

(E9) Dakota Ice
  1211 Kingshighway
- New pole, transformer, service and meter installation
  Completed, March 5, 2015

(E10) E Highway, from Nagogami Substation to Claire Court PUD
- New three-phase 12kv overhead distribution line extension
  Started, March 22, 2015
  Ongoing

POWER PRODUCTION
(1) MoPEP 1st quarter (2014) unit exercise
  March 12-19, 2015

WATER DEPARTMENT
(W1) 2nd Street, from Walnut Street to Poe Drive
- Replace existing 4" cast iron with 8" PVC:
  installed 20 ft. 6" C900; 720 ft. 8" C900,
  (1) fire hydrant
  Started, December 2, 2014
  Completed, March 17, 2015
WATER DEPARTMENT - continued

(W2) 103 South Walker Avenue
    (new apartments)

(W3) 2085-2089 and 2101-2117 Vicky Road
    (new townhouses)

(W4) 303 North Oak Street
    (new townhouses)

MISCELLANEOUS

(1) RMU aerial truck & equipment

(2) Heritage and Wyman Substations

(3) Public Water Supply Compliance and Operational Inspection

- (1) 1" water tap
  Completed, March 16, 2015

- (10) 1" water taps
  Completed, March 17, 2015

- (1) 4" water tap
  (2) 1" water taps
  Completed, March 23, 2015

- Annual dielectric & structural testing by
  Mid America Testing & Supply
  On-site February 24, 2015
  Completed, March 11, 2015

- Transformer HV bushing replacement
  by Fletcher-Reinhardt Service Company
  Completed, March 21, 2015

- Inspection by:
  Michelle Oglesby, Environmental Specialist
  MoDNR Southeast Regional Office
  (Rolla satellite office)
  No significant deficiencies were found
  Completed, March 24 & 25, 2015
REGULAR SESSION - February 24, 2015
~ Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m. ~

The meeting was called to order at 4:35 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

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

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

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

I. APPROVAL OF MINUTES
Showalter made a motion, seconded by Williams, that the Regular and Executive Session minutes of the January 27, 2015 Board meeting be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION
(This presentation was given after the Operation Manager's Report.)
Tammy Alsop, of Hochschild, Bloom and Company, LLP, presented the annual audit of RMU for Fiscal Year (FY) 2014. Ms. Alsop reviewed the document, and stated that RMU received an "unmodified opinion" which is the best that can be given. She commended Roberts and RMU staff for their help during the audit. Showalter made a motion, seconded by Crump, the audit of FY2014 be accepted as presented. Motion passed unanimously.

IV. STAFF REPORTS
A. BUSINESS/FINANCE MANAGER'S REPORT (D. Roberts)
   1. a. Roberts reviewed the Statement of Income & Expenses, reporting the following comparisons:
      January 2015 and January 2014.
      * Total Operating Income increased $14,311; Purchased Power expense decreased $101,999; Total Operating Expenses decreased $79,645, resulting in an Operating Income of $359,635.66, an increase of $93,856; Total for Other Income Increased $15,002, resulting in a Net Income for January 2015 of $422,985.35, an increase of $108,958 from January 2014.
      Year-to-Date Fiscal Year (FY) 2015 and FY2014
      * Total Operating Income increased $78,705; Purchased Power expense decreased $26,055; Total Operating Expenses decreased $37,724, resulting in an Operating Loss of $195,584.14, a decrease of $116,429; Total Other Income Increased $11,561, resulting in a Net Income of $17,893.35, an increase of $127,990 compare to last year at the same time period.
   2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for January 2015 which included the following public utility account checks and transfers:
      Public utility checks
      - Phelps Co Bank - Super Now, Checks #22234-22331
      - Phelps Co Bank - Electronic Pmt Acct, Check #1053
      Transfer of funds
      - Central Federal Savings & Loan, Check #1189
      - Citizens Bank, Check #1189
      - Regions Bank, Check #1191
      - Town & Country Bank, Check #1189

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

B. STAFF ENGINEER'S REPORT (V. Cason)
   1. Development Review Committee meeting. Cason attended a DRC meeting on January 27, 2015 with four (4) items being discussed by the committee. (Zoning request for a fractional part of Lot 12 of the Oak Knoll Subdivision from R-1 to GI (RMU); Zoning request of 621 Houston Road from S-1 to R-3; Zone approval of the Country Hills site plan; and Re-Subdivision request of Lot 2 of the Cedar Trail Planned Unit Development (PUD)). RMU had no comments.
   2. Update on Contract Work. Cason reported the Water Service Line replacement work has been completed. There is some clean up, yard work and asphalt repairs remaining pending improved weather conditions.
   3. Contractor Mains. Don Maggi Incorporated is in the process of installing new water mains in the Hy Point Industrial Park West for RCDC and at Claire Court PUD (Highway E).
C. OPERATION MANAGER'S REPORT (T. Parker)

1. **Update on Current RMU projects**
   
   **ELECTRIC DEPARTMENT** -
   
   (E1) Dewing-Industrial Substations. New three-phase 12kV overhead primary distribution tie-line installation and 12kV conversion. Started November 5, 2013; Completed January 29, 2015. A back-up test with another substation performed by staff was successful.
   
   (E2) Hy Point Industrial Park. 34kV system upgrades; (2) reclosers, replace poles, and static wire installation. Started July 16, 2014. Ongoing.
   
   
   
   
   
   
   

   **WATER DEPARTMENT** -
   
   (W1) 2nd Street, from Walnut Street to Poe Drive. Replace existing 4" cast iron with 8" PVC. Started December 2, 2014. Ongoing. Parker reported weather has hindered staff from working on this project.

   **MISCELLANEOUS** -
   
   (1) 34kV reclosers for the Hy Point Industrial Park project. On February 17-19th, Nathan Randolph and Eric Seest witnessed automatic transfer programming and factory acceptance test in Bolingbrook, Illinois.

2. **Make-Ready Work by IECIA** Parker reported that the make-ready work for the Dewing-Industrial Park tie-line performed by Intercounty Electric has been completed. The cost of the work on Lovers Lane, from 10th Street to Soest, was $74,251.91, same as estimated. Ten (10) new poles were contacted by RMU. This completes the make-ready work for this project. (ref. September 30, 2014 and January 27, 2015 Board minutes, under New Business)

C. GENERAL MANAGER'S REPORT (R. Bourne)

1. **MC Power solar project update.** Bourne reported the following:
   
   - MC Power is still pursuing property for this project.
   - The Letter of Intent to Participate in the Installation of a 3.2MW Solar Farm has been executed by the Mayor.
   - A meeting has been scheduled with legal counsel to discuss the Interconnection Agreement.
   - The project in the city of Trenton is currently under construction and Macon's is close to operation. MC Power's goal is to have a total of five solar projects completed by the end of the year.

2. **MoPEP ("Pool") update.** Bourne attended a MoPEP Rates and Services committee meeting on February 23rd.
   
   - Nebraska City II had turbine issues but is expecting to be back online mid-March.
   - Dogwood (combined cycle plant) is scheduled for maintenance.
   - Prairie State has experienced icing in the substation which tripped both units. They are in the process of bringing the unit back online.
   - Power Supply Study for MJMEUC to look at short and long term power supplies.
   - Continued discussions about a Demand-side Response project (peak shaving).
   - Companies are trying to sell solar systems to large customers in the cities of Jackson and Marshall. Cason is reviewing regulations and RMU's Net Metering agreement.
   - There is a bill on the House floor which would allow Net Metering customers to bank power. (Unused generated power that's not used could be saved and used another time.)
   - Currently, MoPEP members are paying 10% more than the bond payments with these monies accruing over the last two years. The Pool is considering using a portion of the funds for Pool reserves and the other portion for a possible capital improvement program to be used for new or updated electric infrastructure through a grant process.

3. **Miscellaneous**
   
   Bourne reported that he and Roberts met with a health insurance broker last week. Based on RMU's census information, the representative is obtaining comparative rates. A meeting with another insurance broker has been set for February 28th. Bourne will update the Board at their March meeting with the findings, with discussions of actions that may be taken in regard for a future bid process.
V.  **OLD BUSINESS**  (None)

VI.  **NEW BUSINESS**

Parker brought the following bids to the Board:

A.  **RFB #15-102E  Truck #20**

<table>
<thead>
<tr>
<th></th>
<th>Chassis/Aerial</th>
<th>Unit Bid</th>
<th>Alt Option</th>
<th>Total Bid w/Alt Opt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Altec Industries Inc</td>
<td>Scheppers/Altec</td>
<td>$172,363.00</td>
<td>$5,885.00</td>
<td>$179,248.00</td>
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<tr>
<td>Altec Industries Inc</td>
<td>Southland/Altec</td>
<td>172,862.00</td>
<td>6,685.00</td>
<td>179,547.00</td>
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<tr>
<td>Drake-Scruggs Equipment</td>
<td>Rush/Versalift</td>
<td>178,010.00</td>
<td>6,184.00</td>
<td>184,194.00</td>
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<tr>
<td>Drake-Scruggs Equipment</td>
<td>Rush/Versalift</td>
<td>178,603.00</td>
<td>6,780.00</td>
<td>185,383.00</td>
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</table>

Staff recommended the low bidder with the Alternate Option (Allison automatic transmission) with no trade-in. Current Truck #20 will be sold through GovDeals.com. **Williams made a motion, seconded by Crump, that a purchase order be issued to Altec Industries Incorporated in the amount of $179,268.00. Motion passed unanimously.**

B.  **RFB #15-105W  Truck #3**

<table>
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<tr>
<th></th>
<th>Chassis/Aerial</th>
<th>Total Unit Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scheppers Internatl</td>
<td>Scheppers/Knapheide</td>
<td>$82,762.00</td>
</tr>
<tr>
<td>Knapheide</td>
<td>Scheppers/Knapheide</td>
<td>83,462.00</td>
</tr>
<tr>
<td>Drake-Scruggs</td>
<td>Scheppers/Knapheide</td>
<td>64,383.00</td>
</tr>
<tr>
<td>Drake-Scruggs</td>
<td>Rush/Knapheide</td>
<td>64,856.64</td>
</tr>
</tbody>
</table>

Staff recommended low bidder with no trade-in. Current Truck #3 will be sold through GovDeals.com. **Crump made a motion, seconded by Showalter, that a purchase order be issued to Scheppers International in the amount of $82,762.00. Motion passed unanimously.**

C.  **Records for destruction.** A list of records primarily from FY2009 was provided to the Board for their review. Roberts stated this is in accordance with the state index on how long to keep records. Staff was seeking authorization for destruction. **Williams made a motion, seconded by Showalter, approving the destruction of the records as presented. Motion passed unanimously. Roberts stated that staff will report back when the task has been completed.**

VII. **EXECUTIVE SESSION**  (None)

VIII. **ADJOURNMENT**

With no further business appearing. **Williams made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:17 p.m.**

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*The Board's next meeting is scheduled for Tuesday, March 31, 2015 at 4:30 p.m.*
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development

ACTION REQUESTED: Final 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: 4-6-2015

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’ 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-1to 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 at their March 10, 2015 meeting to recommend to the City Council that the proposed rezoning be approved with conditions, 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 approve the attached Ordinance with conditions, as shown above.

**ATTACHMENTS:**
- Zoning Request from applicant
- Zoning area map
- Affidavit of publication
- CC: Randy Clayton
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:  Handy Clayton
Address:  221 Houston Rd
Phone Number:  573-201-9973
E-mail address:  andyclayton31@yahoo.com
Address of subject property:  221 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):  221 Houston Rd

Current zoning is:  B-1
Proposed zoning is:  B-3

Current land use is:  Single Family (Single House)
Proposed land use is:  Multi Family (Apartment 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.)

Handy Clayton

Signature

[Signatures of other parties]

Subscribed and sworn before me this 16th day of January in the year 2015.

Mildred A. Street
Notary Public
State of Missouri, Phelps County
Commission # 12043848
My Commission Expires Dec. 16, 2016

An Equal Opportunity Employer
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.

AFFIDAVIT OF PUBLICATION
STATE OF MISSOURI
SS

County of Phelps

I, Paul Hackbarth, being duly sworn according to law, state that I am the Editor of the Rolla Daily News, a daily newspaper of general circulation in the County of Phelps, State of Missouri, that said newspaper is a newspaper of general circulation in said county, and has been admitted to the post office as second class matter in the city of publication, that has been published regularly and consecutively for a period of three years next prior to the publication of the first advertisement herein mentioned; that it has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a period of time; that the advertisement, a copy of which is attached hereto, was published in said newspaper in issues published on and bearing the following dates and numbers:

1st pub. Vol 141, No. 44, Feb 21, 2015
2nd pub. Vol 141, No. ________, 2015
3rd pub. Vol 141, No. ________, 2015
4th pub. Vol 141, No. ________, 2015
5th pub. Vol 141, No. ________, 2015

Affiant further states that said newspaper in which such notice was published complies with the provisions of Sec. 493.050, Revised Statutes of Missouri 1969.

Paul Hackbarth, Editor

Subscribed and sworn to before me this 21st day of February, 2015

My commission expires 5-22-18

Melissa D. Pierce
Notary Public
Publication Fee $ 62.50

A. S.
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.
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.


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance 2nd Reading

ITEM/SUBJECT: STOP AND YIELD ORDINANCE

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/06/15

************************************************
COMMENTARY:

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

Staff requests 2nd reading 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.
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 Scottsdale 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.
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).

Cresent 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.

Hauk 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.
Hunteigh 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.

McCutchchen 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 McCutchchen 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.

V. B. 13.
Merriweather 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)

\[V. 8.14.\]
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.

V. B. 15.
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.

V. B. 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 Strobach Street, at Ridgeview Road (south side), at Black Street.

Spring Avenue, at Tenth Street, at Eleventh Street, at Thirteenth Street.

\[ \text{Y. B. 17.} \]
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 Stroback 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.


APPROVED

ATTEST: ____________________________

MAYOR

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance 2nd Reading

ITEM/SUBJECT: NO PARKING ORDINANCE

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/06/15

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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 2nd reading 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.

V. C. A.
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 north side, from a point one hundred fifty feet east of the intersection of Eleventh Street and Poole Avenue to a point two hundred feet east of the intersection of Eleventh Street and Poole Avenue.

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.

*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 Homelite 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.

\[\text{V. C. 11.}\]
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 north side of 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-five 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.

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, from a point seven hundred thirty feet east of the intersection of Soest Road and Salem Avenue to the intersection of Soest Road 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.)

Spilman Avenue, on the east side, between Stroabach 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.

V. C. 14.
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.

Strobach 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.)

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.


APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion

ITEM/SUBJECT: Rolla’s Route 66 Summerfest

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/06/15

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

COMMENTARY:

The following is a listing of the requested street and parking lot closings for Rolla’s 2015 Route 66 Summerfest to be held on June 5th and June 6th.

Friday, June 05, 2015

Southwest Municipal Lot 6:00 a.m. to Midnight
South Festival Lot 5:30 p.m. to Midnight
North Festival Lot 5:30 p.m. to Midnight
9th Street from Elm to Oak 5:30 p.m. to Midnight
Oak Street from 8th to 10th 5:30 p.m. to Midnight

Saturday, June 06, 2015

Southwest Municipal Lot 6:00 a.m. to Midnight
South Festival Lot 6:00 a.m. to Midnight
North Festival Lot 6:00 a.m. to Midnight
Pine Street from 7th to 10th 6:00 a.m. to Midnight
8th Street from Pine to RR tracks 6:00 a.m. to 6:00 p.m.
8th Street from Pine to Rolla 12:00 p.m. to 2:00 p.m.
Oak Street from 7th to 11th 6:00 a.m. to Midnight
9th Street from Pine to Oak 6:00 a.m. to Midnight
Elm Street from 9th to 10th 6:00 a.m. to Midnight

Staff recommends approval of the request.
Summerfest 2015
Friday, June 5th and Saturday, June 6th

Friday, May 30, 2014
Southwest Municipal Lot  6:00 a.m. to Midnight
South Festival Lot  5:30 p.m. to Midnight
North Festival Lot  5:30 p.m. to Midnight
9th Street from Elm to Oak  5:30 p.m. to Midnight
Oak Street from 8th to 10th  5:30 p.m. to Midnight

Saturday, May 31, 2014
Southwest Municipal Lot  6:00 a.m. to Midnight
South Festival Lot  6:00 a.m. to Midnight
North Festival Lot  6:00 a.m. to Midnight
Pine Street from 7th to 10th  6:00 a.m. to Midnight
8th Street from Pine to RR tracks  6:00 a.m. to 6:00 p.m.
8th Street from Pine to Rolla  12:00 p.m. to 2:00 p.m.
Oak Street from 7th to 11th  6:00 a.m. to Midnight
9th Street from Pine to Oak  6:00 a.m. to Midnight
Elm Street from 9th to 10th  6:00 a.m. to Midnight
21st Annual Rolla Downtown
"Route 66" Summerfest
June 5th, 6th, & 7th, 2015

Friday
4:00 pm - Cruisers Gather at St. James Veteran's Home
Classic Cars, Custom Cars, Motorcycles
Fallen Hero's Dream Ride Team
- Arts & Crafts Booths Open
- Food Court Opens

5:30 pm - Skateboard Park Opens
(Helmets Required)

6:00 pm - Tennis Tournament Begins
Cruise to Rolla on "Route 66"

30 pm - Cruisers arrive in Rolla
Miss "Route 66" Pageant at the Bandshell

8:00 pm - Drummers Competition

8:45 pm - Motorcycle Light Show

9:00 pm - Movie Under the Stars
NIGHT AT THE MUSEUM
SECRET OF THE TOMB

Saturday
8:00 am - Car Show begins on Pine Street
Fallen Hero's Dream Ride Team
"Route 66" Motorcycle Classic

9:00 am - Arts, Crafts & Food Vendors
Giant Sandbox/ Face Painting

10:00 am - Party Pro Inflatable Games & Rides
Skateboard Lessons

10:30 am - Kids Tricycle & Bicycle Races
(under the 10th St. bridge)

12:00 pm - Skateboard Competition

12:30 pm - Downhill Derby
Rolling Thunder Parade

1:00 pm - Motorcycle Events
(Poker Run & Rodeo)

2:00 pm - Skateboard Demonstrations

5:30 pm - NWA Central—States
Championship Wrestling

8:00 pm - Free Street Dance
Featuring:

Sunday
10:00 am - Hellbender Bicycle Race
12:00 pm - Tennis Tournament Continues

www.route66summerfest.com
"Route 66" Summerfest 2015
Friday, June 5th - Sunday, June 7th

- Eleventh Street
  - Kids Tricycle and Bicycle Race (10:30 AM)
- Tenth Street
  - Championship Wrestling
- Ninth Street
  - Food Court
  - Kids Area
  - Band Shell
  - Frisco Caboose Picnic Area
- Eighth Street
  - Downhill Derby (12:30 PM)
- Seventh Street
  - Motorcycle Vendors
  - Motorcycle Show
- Sixth Street
  - Friday Night Movie "Night at the Museum: Secret of the Tomb" (9:00 PM)
- Oak Street
  - Madbeats Saturday, 8:00 PM
- Cedar Street
  - Leisurely Bicycle Ride
  - Oak Meadow Country Club
  - Tennis Tournament Event
  - Ber Juan Park
- Rolla Street
  - Pine Street Car Show
- City Hall
- Elmvale New Year's Eve
- LEAP Year
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Resolution Authorizing COP’s (lease financing) for Street Projects

BUDGET APPROPRIATION (IF APPLICABLE) $40,000+  DATE: April 6, 2015

COMMENTARY:

Approved in the FY 2015 budget is capital financing in an amount of $3 million to complete the full reconstruction of streets annexed in 1999 plus a number of existing streets that have deteriorated beyond our normal maintenance schedule. The project also includes LED street lights (inventory) for citywide conversion. With rising material prices and sales tax stagnation over the last eight years, our system has deteriorated a bit with tighter maintenance budgets.

The attached Resolution sets the framework for the $3 million issuance including COP underwriter services, bond rating, document preparation, and bond counsel services. Issuance costs are approximately 3% of the financing. The 10-12 year financing will be paid annually through the budget process out of the existing transportation and capital improvement sales taxes dedicated to the Street Fund.

A financing ordinance will be presented on April 20th for first reading and May 4 for final reading. That ordinance will actually approve the financing. Mr. Michael Short with Oppenheimer will attend Monday’s Council Meeting to answer general questions about the financing.

Recommendation: Motion to approve the Resolution of Intent to finance various street projects.
RESOLUTION NO.

A RESOLUTION DECLARING THE INTENT OF THE CITY OF ROLLA, MISSOURI TO FINANCE CERTAIN IMPROVEMENTS; TO SELECT SPECIAL TAX COUNSEL AND TO AUTHORIZE THE OFFERING FOR SALE OF CERTIFICATES OF PARTICIPATION AND CERTAIN MATTERS RELATED THERETO.

WHEREAS, the City of Rolla, Missouri (the "City") desires to issue certificates of participation (the "Certificates") for the purpose of acquiring, constructing, and repairing certain roads, streets and related improvements within the City (the "Project"); and

WHEREAS, the City has previously requested proposals from professional firms to provide bond underwriting or financial advisory services for financial obligations issued by the City; and

WHEREAS, following a review of responses received, the City did, on February 17, 2015 select Oppenheimer & Co. Inc. as bond underwriter (the "Underwriter"); and

WHEREAS, the City desires to retain the services of Gilmore & Bell, P.C., as special tax counsel ("Special Tax Counsel"), to proceed with the preparation of all legal proceedings and documents necessary for the issuance, sale and delivery of the Certificates, including a Preliminary Official Statement relating to the Certificates, and

WHEREAS, the City desires to authorize the Underwriter and Special Tax Counsel to proceed with the offering for sale of the Certificates; and

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

Section 1. The City hereby finds it necessary and declares its intent to finance the costs of acquiring, constructing, furnishing, and equipping the Project. The City has made, or expects to make, expenditures in connection with the Project, and the City may reimburse itself for such expenditures with the proceeds of the Certificates or other tax exempt financing by, or on behalf of, the City.

Section 2. The City hereby authorizes the Underwriter to offer the Certificates for sale and authorizes Special Tax Counsel to proceed with the preparation of all legal proceedings necessary for the issuance, sale and delivery of the Certificates, including a Preliminary Official Statement relating to the Certificates. The City hereby approves the engagement letter of Gilmore & Bell, P.C. attached hereto as Exhibit A, which the Mayor or City Administrator is authorized to sign. Subject to the availability of favorable interest rates on the Certificates, the City Council hereby declares its intention to adopt a subsequent ordinance authorizing the issuance of the Certificates and approving the terms thereof.

Section 3. For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Mayor is hereby authorized, if requested, to provide the Underwriter a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officer in its reasonable judgment deems necessary to enable the Underwriter to comply with the requirements of such Rule.

\[\text{\textcopyright \text{W. B. 2.}}\]
Section 4. The Mayor, City Administrator and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Certificates.

Section 5. This Resolution shall be in full force and effect from and after its passage by the City Council.


APPROVED:

(SEAL)

By: ____________________________
Mayor

ATTEST:

By: ____________________________
City Clerk

APPROVED AS TO FORM:

By: ____________________________
City Counselor

6/3/15
EXHIBIT A

ENGAGEMENT LETTER OF GILMORE & BELL, P.C.
March 30, 2015

Mayor and City Council
Rolla, Missouri

Re: Proposed Delivery of $3,000,000 Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2015

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as special tax counsel to the City of Rolla, Missouri (the “City”) in connection with the delivery of the above-referenced Certificates. We understand that the Certificates are being delivered for the purpose of acquiring, constructing, and repairing certain roads, streets and related improvements within the City. We further understand that the Certificates will be purchased at negotiated sale by Oppenheimer & Co. Inc. (the “Underwriter”), expected to occur in May 2015.

SCOPE OF ENGAGEMENT

In this engagement, as special tax counsel to the City we expect to perform the following duties:

(1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “Bond Opinion”) regarding the validity and binding effect of the Certificates, the excludability of the interest portion of rental payments represented by the Certificates from gross income for federal and Missouri income tax purposes, and such related matters as we deem necessary or appropriate.

(2) Examine applicable law as it relates to the authorization and delivery of the Certificates and our Bond Opinion and advise the City regarding the legal authority for the delivery of the Certificates and other legal matters related to the structure of the Certificates.

(3) Prepare the preliminary and final official statement to be disseminated in connection with the sale of the Certificates.

(4) Draft or review the continuing disclosure undertaking of the City.

(5) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection...
with the authorization and delivery of the Certificates, except that we will not be responsible for any required Blue Sky filing.

(6) Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the delivery of the Certificates.

(7) Attend meetings and conferences related to the Certificates and otherwise consult with the parties to the transaction prior to the delivery of the Certificates.

(8) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and delivery of the Certificates.

(9) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.

Our Bond Opinion will be addressed to the City, the Trustee and the Underwriter, and will be delivered by us on the date the Certificates are exchanged for their purchase price (the “Closing”). The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Certificates. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Certificates and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

(a) Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission, or representing the City in Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations.

(b) Preparing blue sky or investment surveys with respect to the Certificates.

(c) Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.

(d) Making an investigation or expressing any view as to the creditworthiness of the City or any credit enhancement provider for the Certificates.

(e) Preparing or negotiating the terms of any guaranteed investment contract or other investment agreement.

(f) After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

\[\text{VI. B.6.}\]
(g) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that the interest portion of rental payments represented by the Certificates will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Certificates).

(h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as special tax counsel are limited to those contracted for in this letter; the City’s execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Certificates and our Bond Opinion. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Certificates. We do not undertake (unless separately engaged) to provide continuing advice to the City or any other party concerning any actions necessary to assure that the interest portion of rental payments represented by the Certificates will continue to be excludable from gross income for federal and Missouri income tax purposes or to assure compliance with the continuing disclosure requirements of applicable federal securities laws. Nonetheless, subsequent events may affect the tax-exempt status of the interest portion of rental payments represented by the Certificates and compliance with federal securities laws. Consequently, continued monitoring and other action to assure compliance with these requirements may be necessary. Should the City want our firm to assist with such compliance (e.g., arbitrage rebate calculations and ongoing securities law disclosure), our participation in such post-closing matters must be specifically requested, and a separate engagement will be required.

CONFLICTS

As you are aware, our firm represents many political subdivisions, underwriters and others. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We also may represent, in unrelated matters, one or more of the entities involved in the delivery of the Certificates. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the delivery of the Certificates so as to make such representations not adverse to our representation of the City or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the delivery of the Certificates. Execution of this letter will signify the City’s consent to our representation of others consistent with the circumstances described in this paragraph.
FEES

Based upon (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Certificates, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be $40,000. Our fee may vary (a) if the principal amount of Certificates actually delivered differs significantly from the amount stated above, (b) if material changes in the structure or schedule of the financing occur, or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

CONCLUSION

Upon approval by the City Council and execution by the Mayor, this letter shall constitute a contract between the City of Rolla, Missouri, and Gilmore & Bell, P.C.

Very truly yours,

Mark D. Grimm

Mark D. Grimm

ACCEPTED AND APPROVED:

CITY OF ROLLA, MISSOURI

By:________________________

Mayor

MDG:mas
## PROPOSED BOND PROJECTS – CITY OF ROLLA PUBLIC WORKS - 2015

### 2015 Construction Season

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<td>27300</td>
<td>Redwood to Parkwood west side</td>
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<td>Lions Club Dr to Basswood Dr</td>
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<td>70020</td>
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<td>LED Street Light Phase I</td>
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### 2016 Construction Season

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**GRAND TOTAL** 3,000,000.00
DEPARTMENT HEAD: Brady Wilson

ITEM/SUBJECT: 3/4 Ton Pickup Truck

BUDGET APPROPRIATION: $20,000

ACTION: Bid Award

DATE: April 6, 2015

COMMENTARY:

The service truck used by the Vehicle Maintenance mechanics to service all fleet vehicles and equipment in the field is a 1997 Ford. Replacement of that truck has been postponed for the past three years. Funds were budgeted for replacing the truck in FY 2014-15 and bids for a new service truck were recently solicited. The bids that were received were reviewed for completeness and are tabulated on the attached page. Staff recommends purchasing the 2015 Dodge from Capitol Chrysler Dodge. The existing service truck would be kept as a secondary service truck.
**BIDS FOR ¾ TON PICKUP TRUCK:**

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<tr>
<th>Vendor</th>
<th>Make/Model</th>
<th>Purchase Price</th>
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<td>Missouri State Bid</td>
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<td>Capitol Chrysler Dodge</td>
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<td>Don Brown Chevrolet</td>
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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project 348 – Basswood West Loop/Redwood Street Improvements

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/06/15

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

COMMENTARY:

Concrete

City staff asked for and received bids for the 2015 Phase II Asphalt Improvements. The following bids were:

   Don Maggi, Inc.           $82,175.00
   PO Box 66
   Rolla, MO 65402

Staff recommends award of the bid to Don Maggi, Inc. for $82,175.00. A copy of Bid Tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder, Don Maggi, Inc. for $82,175.00

VII.B.1.
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 DON MAGGI, INC, FOR PROJECT 348.

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 agreement between the City of Rolla, Missouri and Don Maggi, Inc, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ___ Day of ___ by and
between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and
Don Maggi, Inc. Party of the second Part and
hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications,
plans, and other Contract Documents for the work herein described, and has approved and
adopted said documents, and has caused to be published and advertised for and in connection
with the construction of “BASSWOOD WEST LOOP & REDWOOD STREET
IMPROVEMENTS, PROJECT 348”, in complete accord with the Contract Documents and
the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent,
transportation, and other construction accessories, services and facilities; (b) furnish all
materials, supplies, and equipment specified and required to be incorporated in, and form a
permanent part of the completed work except the items specified to be furnished by the Owner;
(c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike
manner, and in accordance with the provisions of the General Conditions and the Special
Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity
with the Contract Plans and Specifications designated and identified therein, execute, construct,
and complete all work included in, and covered by the Owner’s official award of this Contract to
the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s
proposal, for the construction of “BASSWOOD WEST LOOP AND REDWOOD STREET
IMPROVEMENTS, PROJECT 348”.

VII. B. 3.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

**ARTICLE III.** Occupational Safety and Health Administration (OSHA)

**Safety Training:**

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

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

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

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

**Notice of Penalties for Failure to Provide Safety Training**

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

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

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

**ARTICLE IV.** That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract
Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $82,175.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall complete said work within one hundred eighty (180) consecutive calendar days from and after the date of receipt from the Owner of Notice to Proceed.

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars ($100.00) per calendar day that the Contractor shall be in default.

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

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

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY __________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY __________________________
TITLE __________________________

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: __________________________

________________________________
Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: __________________________

________________________________
Notary Public

VII. B. 6.
CITY OF ROLLA PUBLIC WORKS DEPT
PROJECT 348 - BASSWOOD WEST LOOP & REDWOOD STREET IMPROVEMENTS
18-Mar-15

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<tr>
<th>ITEM NO.</th>
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<th>QTY.</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
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<tr>
<td>1A</td>
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<td>1,800</td>
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<td>6&quot; THICK CONCRETE DRIVEWAY - 6 BAG*</td>
<td>1,550</td>
<td>SF</td>
<td>$6.25</td>
<td>$9,687.50</td>
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<td><strong>TOTAL BASSWOOD DRIVE</strong></td>
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<td><strong>$38,037.50</strong></td>
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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B</td>
<td>CONCRETE CURB &amp; GUTTER - 2' WIDE</td>
<td>1,850</td>
<td>LF</td>
<td>$15.75</td>
<td>$29,137.50</td>
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<td>SF</td>
<td>$6.25</td>
<td>$15,000.00</td>
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<td><strong>TOTAL REDWOOD DRIVE</strong></td>
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<td><strong>$44,137.50</strong></td>
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<td><strong>GRAND TOTAL - BASSWOOD &amp; REDWOOD DR</strong></td>
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<td><strong>$82,175.00</strong></td>
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</tbody>
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*6" DRIVEWAYS REQUIRING 8 BAG MIX WILL BE PAID BY ADDING 10% TO 6 BAG PRICE.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance

ITEM/SUBJECT: Project 372 – 2015 MICRO SURFACING

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/06/15

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

COMMENTARY:

City staff asked for and received bids for the 2015 Micro Surfacing Project. The following bids were:

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

$352,650.00

Vance Brothers, Inc.
5201 Brighton
Kansas City, MO 64130

$379,200.00

Staff recommends award of the bid to Donelson Construction for $352,650.00. A copy of Bid Tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder, Donelson Construction Co, LLC for $352,650.00.
ORDINANCE NO.__________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND DONELSON CONSTRUCTION CO., LLC, FOR PROJECT 372.

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 agreement between the City of Rolla, Missouri and Donelson Construction Co., LLC, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

VII. C.L.
CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of "2015 Micro Surfacing Project 372", in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of "2013 Micro Surfacing Project 372".

\[\text{VII. 0.3.}\]
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

**ARTICLE III.** Occupational Safety and Health Administration (OSHA)

**Safety Training:**

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

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

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

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

**Notice of Penalties for Failure to Provide Safety Training**

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

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

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

**ARTICLE IV.** That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.
ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $352,650.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work May 18, 2015 when Notice to Proceed is issued and complete said work by August 14, 2015.

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

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

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

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner,
IN WITNESS-HEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY

Mayor, Owner, Party of the First Part

Printed Name

CONTRACTOR

BY

Printed Name/Title

STATE OF MISSOURI )
SS )
County of Phelps )

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

My Commission Expires: __________________________

________________________________________
Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My Commission Expires: __________________________

________________________________________
Notary Public
### Project 372 - 2015 Micro Surfacing

**Date:** 18-Mar-15

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<th>ITEM NO.</th>
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<td></td>
<td></td>
<td><strong>$352,650.00</strong></td>
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**Donelson Construction Co., L.I.C.**

1075 Wise Hill Road  
Clever, MO 65631  
Ph: 417-743-2694  
FAX: 417-743-2945  
E-Mail: mdonelson@cleverstone.com

**Vance Brothers, Inc.**

5201 Brighton  
Kansas City, MO 64130  
Ph: 816-923-4325  
FAX: 816-923-6472  
E-Mail: hsnyder@vancebrothers.com
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance

ITEM/SUBJECT: Project 373 – 2015 Phase I Asphalt Improvements

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/06/15

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

COMMENTARY:

City staff asked for and received bids for the 2015 Phase I Asphalt Improvements. The following bids were:

Rolla Asphalt, LLC
PO Box 1264
Rolla, MO 65402

$107,119.50

NB West Contracting
1035 North Service Road
Sullivan, MO 63080

$121,526.20

Staff recommends award of the bid to Rolla Asphalt, LLC for $107,119.50. A copy of Bid Tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder, Rolla Asphalt, LLC for $107,119.50.
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 ROLLA ASPHALT LLC, FOR PROJECT 373.

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 agreement between the City of Rolla, Missouri and Rolla Asphalt LLC, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this __________ Day of __________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Rolla Asphalt, L.L.C. _____________________________ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: 2015 Phase I Asphalt Improvements, PROJECT 373, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE 1. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of 2015 Phase I Asphalt Improvements, PROJECT 373.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

**ARTICLE III.** Occupational Safety and Health Administration (OSHA)

**Safety Training:**

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

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

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

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

**Notice of Penalties for Failure to Provide Safety Training**

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

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

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

**ARTICLE IV.** That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract.
Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

**ARTICLE V.** That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of **$107,119.50** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

**ARTICLE VI.** That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract. Date of Completion of this project is October 1, 2015.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified, the contractor will be charged liquidated damages in the amount of **$100.00** per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

- 7/5
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY
Mayor, Owner, Party of the First Part

CONTRACTOR

BY
TITLE

STATE OF MISSOURI  }
SS  }
County of Phelps  )

On this ______ day of __________ before me appeared

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

My commission expires: _________________________________

______________________________
Notary Public

STATE OF MISSOURI  }
SS  }
County of Phelps  )

On this ______ day of __________ before me appeared

, who, being by me duly sworn, did say that (s)he is the ________________________________ of ____________________ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors; and the said ________________________________ acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: _________________________________

______________________________
Notary Public

VII. D.6.
# CITY OF ROLLA PUBLIC WORKS DEPARTMENT
## PROJECT 373 - 2015 PHASE I ASPHALT IMPROVEMENTS
### 18-Mar-15

<table>
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<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
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ACTION REQUESTED: Bid Award/Ordinance  1st Reading

ITEM/SUBJECT: Project 374 – 2015 Phase II Asphalt Improvements

BUDGET APPROPRIATION (IF APPLICABLE)  DATE: 04/06/15

COMMENTARY:

City staff asked for and received bids for the 2015 Phase II Asphalt Improvements. The following bids were:

Rolla Asphalt, LLC
PO Box 1264
Rolla, MO 65402

$521,695.00

NB West Contracting
1035 North Service Road
Sullivan, MO 63080

$550,344.00

Staff recommends award of the bid to Rolla Asphalt, LLC for $521,695.00. A copy of Bid Tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder for $521,695.00.
ORDINANCE NO.___________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND ROLLA ASPHALT LLC, FOR PROJECT 374.

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 agreement between the City of Rolla, Missouri and Rolla Asphalt LLC, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

_________________________
MAYOR

ATTEST:

_________________________
CITY CLERK

APPROVED AS TO FORM:

_________________________
CITY COUNSELOR
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ______ Day of ______ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Rolla Asphalt, L.L.C. Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: 2015 Phase II Asphalt Improvements, PROJECT 374, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE 1. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of 2015 Phase II Asphalt Improvements, PROJECT 374.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract.
Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

**ARTICLE V.** That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of **S521,695.00** for All work covered by and included in the contract award and designated in the foregoing Article 1. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

**ARTICLE VI.** That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract. Date of completion of this project is to be October 1, 2015.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of **S100.00** per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

**ARTICLE IX.** This Contract will not be binding and effective until confirmed by the Owner.
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY ________________________________
Mayor, Owner, Party of the First Part

STATE OF MISSOURI )
SS )
County of Phelps )

CONTRACTOR

BY ________________________________
TITLE ________________________________

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

My commission expires: ________________________________

__________________________________
Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ________________________________

__________________________________
Notary Public

VII. E 6.
## CITY OF ROLLA PUBLIC WORKS DEPARTMENT
### PROJECT 374 - 2015 PHASE II ASPHALT IMPROVEMENTS
#### 18-Mar-15

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<th>DESCRIPTION</th>
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<td><strong>GRAND TOTAL</strong></td>
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<td><strong>$ 521,695.00</strong></td>
<td></td>
<td><strong>$ 550,344.00</strong></td>
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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance

ITEM/SUBJECT: Project 379 – 2015 Surface Sealing Treatment

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/06/15

COMMENTARY:

City staff asked for and received bids for the 2015 Surface Sealing Treatment. The following bids were:

Musselman & Hall Contractors $80,150.00
4922 East Bluebanks
Kansas City, MO 64130

Innovative Roadway Solutions $91,880.00
HC 64, Box 96A
Thayer, MO 65791

Staff recommends award of the bid to Musselman & Hall Contractors for $80,150.00. A copy of Bid Tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder, Musselman & Hall Contractors for $80,150.00.
ORDINANCE NO.______________


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 agreement between the City of Rolla, Missouri and Musselman & Hall Contractors, a copy of said agreement being attached hereto and marked exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of ________________, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _______________ Musselman & Hall Contractors __________ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of "2015 Surface Sealing Treatment Project 379", in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE 1. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of "2013 Surface Sealing Treatment Project 379".

VII: F.3.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

**ARTICLE III.** Occupational Safety and Health Administration (OSHA) Safety Training:

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

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

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

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

**Notice of Penalties for Failure to Provide Safety Training**

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

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

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

**ARTICLE IV.** That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract.
Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $80,150.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work May 18, 2015 when Notice to Proceed is issued and complete said work by August 14, 2015.

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

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

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

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner,
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI    CONTRACTOR

BY ___________________________    BY ___________________________
     Mayor, Owner, Party of the First Part

______________________________    ________________________________
Printed Name    Printed Name/Title

STATE OF MISSOURI    )
SS    )
County of Phelps    )

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

My Commission Expires: ________________________________

______________________________
Notary Public

STATE OF MISSOURI    )
SS    )
County of Phelps    )

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

My Commission Expires: ________________________________

______________________________
Notary Public

VII. F. 6.
# PROJECT 379 - 2015 SURFACE SEALING TREATMENT
18-Mar-15

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<th>ITEM NO.</th>
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<td>1</td>
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<td>2</td>
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**TOTAL BID PRICE (ITEMS 1 AND 2)**

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<td>$80,150.00</td>
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Experience:

Meramec Regional Planning Commission
Business Loan Specialist III
Community Development Specialist
Rolla, Missouri
January 2010 to Present

- Market, package and close loans for the SBA, RLF and IRP loan programs, service a loan portfolio of 60 loans valued at over $11 million, provide technical assistance for 7(a) loans, oversee a 25-member regional loan review board, provided grant administration for DED-CDBG, DRA, FHLB, and MHDC funded projects within the Meramec Region (2011-2014), provided housing counseling services for the region (2009-2011), provide staff support for the Meramec Regional Community Foundation organization and its programs (2010-Present).

Meramec Regional Planning Commission
Business Loan Specialist I
May 2006 to November 2009

- Market, administer, close and service small business loan projects for the SBA 504, EDA-Revolving Loan Fund and USDA-Intermediary Relending programs.

Brewer Science, Inc.
Recruiter/Employee Relations Coordinator
Rolla, Missouri
March 2004 to May 2006

- Performed global recruitment and retention of employees in the technical, scientific, marketing and clerical disciplines, internal auditing, enforcement of manufacturing processes and company related events.

Education:

Columbia College
B.S. Business Administration/Business Management
Rolla, Missouri
July 2009/GPA 3.4

American School of Real Estate
Missouri Real Estate License – Salesperson/Agent
St. Louis, Missouri
2001

NeighborWorks America Institute
Certified HUD Housing Counselor
March 2011

Professional Achievements/Community Activities:

- Rolla Area Chamber of Commerce, President of the board 2006–07; Member of the board 2004-07
- Phelps County Extension Council, Secretary of the council (2009–10)
- Member of the Personnel Board, City of Rolla (2009–Present)
- Member of Alpha Sigma Lambda, Sigma Alpha Chapter, National Honors Society
- Graduate of Leadership Phelps County (2006-07)
- Rolla Area Youth Soccer League, Board Treasurer (2012-Present)
- Parent Volunteer for Rolla Sliders Baseball Organization (2011-Present)
- Optimist Member (2010-Present)