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

Open Citizen Comment Procedure

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

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

Rolla City Council Meeting
Monday, April 20, 2015
City Hall Council Chambers
901 North Elm Street
6:30 p.m.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Jonathan Hines

I. OLD BUSINESS
A) Ordinance Authorizing the Mayor to Enter into a Contract with Don Maggi, Inc., for Project 348, 2015 Phase II Asphalt Improvements
   (Public Works Director Steve Hargis) – Final Reading
B) Ordinance Authorizing the Mayor to Enter into a Contract with Donelson Construction for Project 372, 2015 Micro Surfacing
   (Public Works Director Steve Hargis) – Final Reading
C) Ordinance Authorizing the Mayor to Enter into a Contract with Rolla Asphalt, LLC for Project 373, 2015 Phase I Asphalt Improvements
   (Public Works Director Steve Hargis) – Final Reading
D) Ordinance Authorizing the Mayor to Enter into a Contract with Rolla Asphalt, LLC for Project 374, 2015 Phase II Asphalt Improvements
   (Public Works Director Steve Hargis) – Final Reading
E) Ordinance Authoring the Mayor to Enter into a Contract with Musselman & Hall Contractors for Project 379, 2015 Surface Sealing Treatment
   (Public Works Director Steve Hargis) – Final Reading
F) Motion Accepting the April 7, 2015, Certified Election Results
   (City Administrator John Butz) – Motion

II. ELECTED OFFICIALS SWEARING-IN CEREMONY - (City Clerk Carol Daniels)
   A) City Attorney (Prosecutor) Bradley Neckermann

   COUNCILMEMBERS
   Ward 1 – Jonathan Hines
   Ward 2 – Matthew Crowell
   Ward 3 – Susan J. Eudaly
   Ward 4 – John K. Meusch
   Ward 5 – Brian Woolley
   Ward 6 – Steven Jung

   B) Comments/Recognitions –
       1) Councilman Greg Sawyer
       2) Councilman Steve Bowles
       3) Councilman Tony Bahr
III. **ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS**
None.

IV. **PUBLIC HEARINGS**
A) **Ordinance** Rezoning 803 W. 13th Street from R-1 (Single Family District) to R-2 (Two Family District) (Rome) – (Community Development Director John Petersen) – **First Reading**

V. **NEW BUSINESS**
A) **Ordinance** to Consider COP Lease Financing for Street Improvements & Temporary Park Funding – (City Administrator John Butz) - **First Reading**
B) **Ordinance** Approving the Final Plat of Miles Addition, a Resubdivision Consisting of Lots 1 & 2, Formerly Lots 8, 9, 10, 11, & 12, Block 6 of Holloway’s First Addition (Miles) - (Community Development Director John Petersen) –**First Reading**
C) **Motion** Authorizing the Destruction of Certain Records – (Finance Director Steffanie Rogers) - **Motion**
D) **Resolution** to Amend Chamber Lease and Contract for Tourism Services – (City Administrator John Butz) - **Motion**
E) **Ordinance** to Amend Chapter 35 of City Code Pertaining to the Board of Public Works - (City Administrator John Butz) - **First Reading**

VI. **CLAIMS and/or FISCAL TRANSACTIONS**
None.

VII. **MAYOR/CITY COUNCIL COMMENTS**
A) Mayor/Council Appointments
1) Council Appointment of Mayor Pro-Tempore
2) Council Appointment of City Council Planning & Zoning Commission Representative

VIII. **CITIZEN COMMUNICATION**

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

X. **CLOSED SESSION**
Pursuant to RSMo. 610.021, the City Council will discuss the following issues in Closed Session:
   **Personnel**

XI. **ADJOURNMENT**
Final Reading

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

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/20/15

COMMENTARY:

City Council awarded the bid for Basswood West Loop/Redwood Street Improvements to the low bidder, Don Maggi, Inc for $82,175.00 at the April 06, 2015 council meeting.

Staff requests final reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder, Don Maggi, Inc. for $82,175.00
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 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

I. A. 2.
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".

I. A. Z.
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 $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

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 that 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

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

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<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
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<td>1A</td>
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<td><strong>REDWOOD DRIVE</strong></td>
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<td>1B</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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*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: Ordinance

ITEM/SUBJECT: Project 372 – 2015 MICRO SURFACING

BUDGET APPROPRIATION (IF APPLICABLE)  DATE: 04/20/15

********************
COMMENTS:

City Council awarded the bid for 2015 Micro Surfacing to the low bidder, Donelson Construction Co., LLC for $352,650.00 at the April 06, 2015 council meeting.

Staff requests final 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
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".
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-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 ________________________

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

I. B.4
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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
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<th>EXTENDED TOTAL</th>
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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

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

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 04/20/15

Final Reading

COMMENTARY:

City Council awarded the bid for 2015 Phase I Asphalt Improvements to the low bidder, Rolla Asphalt, LLC for $107,119.50 at the April 06, 2015 council meeting.

Staff requests final 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

I.C.2.
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 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 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 I 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.
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

I.C.L.
# CITY OF ROLLA PUBLIC WORKS DEPARTMENT
## PROJECT 373 - 2015 PHASE I ASPHALT IMPROVEMENTS
### 18-Mar-15

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
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<th>EXTENDED TOTAL</th>
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<th>EXTENDED TOTAL</th>
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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

Final Reading

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

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/20/15

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

COMMENTARY:

City Council awarded the bid for 2015 Phase II Asphalt Improvements to the low bidder, Rolla Asphalt, LLC for $521,695.00 at the April 06, 2015 council meeting.

Staff requests final 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

I. O.A.
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _______ Day of ____________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and 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 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 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 $521,695.00 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. 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 $100.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

CITY OF ROLLA, MISSOURI

BY
Mayor, Owner, Party of the First Part

CONTRACTOR

BY

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 ________________

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

I. D. J.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project 379 – 2015 Surface Sealing Treatment

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/20/15

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

COMMENTARY:

City Council awarded the bid for 2015 Surface Sealing Treatment to the low bidder, Musselman & Hall Contractors for $80,150.00 at the April 06, 2015 council meeting.

Staff requests final 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

I.E.I.
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 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 Surface Sealing Treatment Project 379".
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
BY
Mayor, Owner, Party of the First Part

________________________
Printed Name

STATE OF MISSOURI
SS
County of Phelps

CONTRACTOR
BY

________________________
Printed Name/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 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

I.E.G.
## PROJECT 379 - 2015 SURFACE SEALING TREATMENT

### 18-Mar-15

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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
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<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
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April 10, 2015

Carol Daniels, City Clerk
City of Rolla
P.O. Box 979
Rolla, MO 65402

Dear Carol,

Please find attached final certified election results for the April 7, 2015 General Municipal Election for the City of Rolla.

Sincerely,

Pamela K. Grow
Phelps County Clerk

pkg

Enclosures
I, Pamela K. Grow, Election Authority for Phelps County, State of Missouri, do hereby certify the attached as the Official Election Results for the City of Rolla for the April 7, 2015 General Municipal Election for those voters residing and voting in Phelps County, Missouri:

Pamela K. Grow  
Phelps County, Missouri  
Election Authority

BY: [Signature]

Pamela K. Grow  
Phelps County Clerk & Election Authority

Date: April 10, 2015
# JURISDICTIONAL CANVASS

**PHELPS COUNTY, MISSOURI**  
**APRIL 7, 2015**

**CITY OF ROLLA City Attorney**

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|---------------------|--------------------------|
| 0016 ROLLA WARD 4   | 0017 ROLLA WARD 5       | 0018 ROLLA WARD 6   |
| 0999 ABSENTEE       |----------------------------|
| 83                  | 111                       | 220               |
| 72                  | 154                       | 261               |
| 0                   | 1                         | 2                 |
| 187                 | 297                       | 537               |
| 83                  | 303                       | 102               |
| 72                  | 401                       | 116               |
| 0                   | 5                        | 1                 |
| 187                 | 813                       | 254               |
| 85                  | 40                        | 34                |
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| 184                 | 79                       |

**PROP "P" CITY OF ROLLA**

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| 65                 | 84                        | 170              |
| 187                | 297                       | 537              |
| 568                | 243                       | 813              |
| 140                | 92                        | 204              |
| 14                  | 21                       | 79               |
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**I.F.3.**
PHILPS COUNTY, MISSOURI  
APRIL 7, 2015  

CITY OF ROLLA Council. Rep WD.1  

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| 02 = MATTHEW CROWELL  | 181 |

**0014 ROLLA WARD 2**

| 0014 ROLLA WARD 2 | 93 | 168 | 1 | 297 |

**0999 ABSENTEE**

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April 10, 2015

Carol Daniels, City Clerk
City of Rolla
P.O. Box 979
Rolla, MO 65402

Dear Carol,

It has come to my attention that perhaps one of the Rolla Ward 6 write-in candidates may not meet the statutory requirements for residency to be elected to the council. This would be from RSMo 77.060, which states (in part) that no person shall be a councilman unless he is an inhabitant “...of the city for one year next preceding his election, and a resident of the ward from which he is elected six months next preceding his election.”

This would be the write in shown as Steve Sowers, of 2008 State Route E, Apt. C, Rolla.

I just wanted you to be aware of this.

Sincerely,

[Signature]

Pamela K. Grow
Phelps County Clerk
GENERAL MUNICIPAL ELECTION
April 7, 2015
CITY OF ROLLA
FOR COUNCIL REPRESENTATIVE
WARD 6
TWO YEAR TERM
(Vote for One)
Write-In Votes

Nathan Ayers   1
Nicholas P. Chysta   2
Jean Hartman   1
David Hobbs   1
Steven Jung   2
Robert McLaughlin   1
Joseph Pelikan   1
Bender Rodriguez   1
Steve Sowers   2
Tony Bahr   1
Invalid write-ins   5
TOTAL   18

By:  
Pamela K. Grow, Phelps County Clerk
Date:  April 10, 2015
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: Public Hearing &
            First Reading

SUBJECT:  Request to rezone property located at 803 W. 13th Street from R-1 (Single Family
            District) zoning to R-2 (Two Family District) zoning. (Rome)

DATE: 4-20-2015

GENERAL INFORMATION

CASE #3-5-15

Applicant(s): Roger and Nassreen Rome, 12601 Cardinal Point Road, Rolla Mo 65401, 573-341-3461, email – Nrome@fidnet.com The property is owned by Roger and Nassreen Rome 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. One half of the subject property is vacant. The existing single family house appears to be in good condition and the owners have received a building permit to do renovation work.

Location: The subject property is located at 803 W. 13th Street. Please see attached Trustee Deed. Please check Account # 7100.0 at the Phelps County Assessor’ Office for additional information.

Proposed Zoning/Use: The applicant requests that the Planning and Zoning and the City Council approve the rezoning of the subject property from R-1to R-2 to permit the construction of one duplex building and the conversion of the existing residential structure as a second duplex. The applicant plans to reorient the existing lot lines so as to accommodate the construction of the new duplex on the south side of the lot.

R-2 zoned properties require a minimum lot size of 9,000 square feet. The proposed rezoning will meet all required standards for lot frontage, setbacks and lot width. Maximum lot coverage is limited to 40 percent (10,635.84 sq. ft.) and may easily be accommodated due to the size of the combined lots. An open space reserve (25% of total area) can also be met (6,647.40 sq.ft.).

Tract Size: The tract equals .43 acre or 26,589 square feet in total area (please refer to the attached map).

Surrounding Zoning/Land Use:

North--- R-1 / residential-single family GI /government – parking lot
South--- R-1 / residential
East--- R-2/ residential
West--- R-1/ residential
FINDINGS: The Rolla Planning and Zoning Commission may consider the following factors in their recommendation to approve, approve with conditions or deny the rezoning request.

1. Neighborhood character/impact: The proposed development will have a minimal adverse impact on the existing neighborhood, as the addition of two duplexes should not by itself affect the quality of the living environment. There is no question that the neighborhood has been and is undergoing a transition to more intense public and private land uses from MS&T, PCRMC and from commercial along U.S. Highway 63. The lot, once rezoned to R-2 and subdivided, could potentially accommodate 6 dwelling units or three duplexes.

Medium density housing, (specifically including duplexes) has 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 given current development trends.

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, depicted the subject property as continuing to be suitable for residential land use. The proposed project will consist of two duplexes with a total of four dwellings.

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 building site.

4. Impact on streets and parking: The proposed development will rely on vehicular access to 13th & Spring Streets for traffic generated within the development. R-2 development of the type indicated generates 5.4 trips per unit daily. Therefore, assuming full occupancy, the two duplex structures proposed for this project should generate roughly 21 trips per day for each of the individual dwelling units. The Public Works Director has determined that the proposed project would not have an adverse impact on traffic flow or vehicle capacity. The developer will be required to provide 8 paved, off-street parking spaces, as specified in City Code 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-2 two family district zoning.

**PUBLIC COMMENT/ISSUES:** The proposed rezoning was advertised in the RDN on
March 21/22, 2015. Notice was sent to adjoining property owners within 185’. No public
comments were received.

**STAFF REVIEW AND RECOMMENDATION:** It is staff’s recommendation that the
Planning and Zoning Commission recommend to the City Council that the requested rezoning be
approved. No conditions on the rezoning were proposed.

**ACTION REQUIRED:** Motion to recommend approval, approval with conditions, or denial of
the request to rezone the subject property and submit the motion to City Council.

**ATTACHMENTS:**
Zoning Request from applicant
Zoning area map
Affidavit of publication
CC: Roger and Nassreen Rome
Request to rezone all of 803 West 13th Street from R-1 (Single Family District) Zoning to R-2 (Two Family District) Zoning (Rome)

Location Map

Area of Interest -

Zoning Classification

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

AN ORDINANCE TO REZONE PROPERTY LOCATED AT 803 WEST 13TH STREET FROM R-1 (SINGLE FAMILY DISTRICT) ZONING TO R-2 (TWO FAMILY DISTRICT) ZONING. (ROME)

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

WHEREAS, a petition was duly filed on March 10, 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 on March 21, 2015 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 April 14, 2015 at the hour of 5:30 p.m. by the Planning and Zoning Commission and at the hour of 6:30 p.m. by the City Council at Rolla City Hall on April 20, 2015; and
WHEREAS, whereas the Planning and Zoning Commission unanimously recommended that City Council approve the rezoning of the subject property as proposed by the applicant without conditions; and
WHEREAS, public hearings were held at the time and place provided by said notice; and
WHEREAS, the City Council, during their April 20, 2015 conducted a public hearing and heard the first reading of the attached ordinance.
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: 803 West 13th Street shall be rezoned from R-1 (Single Family District) zoning to R-2 (Two Family District) zoning.

SECTION 2: 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:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

IV. A. 6.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Ordinance/First Reading

ITEM/SUBJECT: Ordinance to Consider COP Lease Financing for Street Improvements & Temporary Park Funding

BUDGET APPROPRIATION (IF APPLICABLE) $3.5 Million DATE: April 20, 2015

COMMENTARY:

As budgeted and initiated at the April 6th Council Meeting, this ordinance will authorize the issuance of $3 million in street financing to complete the reconstruction of streets in the southside annexation area and the substantial reconstruction of existing streets and finally the inventory for LED street lighting. A list of the street projects is included.

In addition, the City has been exploring options of borrowing (advancing) park operating funds in light of passage of Prop. P. The ¼-cent park sales tax does not take effect until October 1st and the City won’t receive tax proceeds until December. Rather than borrowing from limited and restricted City reserves or doing a separate short-term lease transaction, the option of rolling an additional $300,000 in COP proceeds surfaced. A drawdown schedule for operating needs and perhaps very limited capital maintenance improvements is anticipated. The structure allows for the pay back of the park funds entirely from park sales tax proceeds in FY 2016.

Mr. Mark Grimm from Gilmore Bell will attend Monday’s meeting to discuss the financing structure.

Recommendation: First reading.
## PROPOSED BOND PROJECTS – CITY OF ROLLA PUBLIC WORKS - 2015

### 2015 Construction Season

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V.A.2
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF ROLLA, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF FINANCING CERTAIN ROADS, STREETS, PARKING LOTS AND RELATED IMPROVEMENTS AND TO FUND LOCAL PARKS IN ANTICIPATION OF REVENUES FROM THE PARKS SALES TAX; AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Rolla, Missouri (the “City”), desires to authorize the delivery of Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2015 (the “Series 2015 Certificates”), evidencing proportionate interests of the owners thereof in basic rent payments to be made by the City under the Lease (as defined below), to obtain funds to pay the costs of: (1) acquiring, constructing, and repairing certain roads, streets, parking lots and related improvements within the City (collectively, the “Project”); (2) funding local parks; and (3) executing and delivering the Series 2015 Certificates.

WHEREAS, to facilitate the foregoing and to pay the costs thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into a Base Lease (the “Base Lease”) with the City, as lessor, and UMB Bank, N.A. (the “Trustee”), as lessee, pursuant to which the City will lease certain personal property consisting solely of the concrete, asphalt and other materials used or to be used for the Project (the “Leased Property”) to the Trustee on the terms and conditions set forth therein, the form of which is attached hereto as Exhibit A;

2. Enter into an annually-renewable Lease Purchase Agreement (the “Lease”) with the Trustee, pursuant to which the City, as lessee, will lease the Leased Property from the Trustee, as lessor, on a year-to-year basis with an option to purchase the Trustee’s interest in the Leased Property, the form of which is attached hereto as Exhibit B;

3. Enter into an Indenture of Trust (the “Indenture”) with the Trustee, the form of which is attached hereto as Exhibit C, pursuant to which the Trustee will execute and deliver the Series 2015 Certificates;

4. Enter into a Certificate Purchase Agreement (the “Purchase Contract”) with Oppenheimer & Co. Inc. (the “Underwriter”) and the Trustee, the form of which is attached hereto as Exhibit D, pursuant to which the City will sell the Series 2015 Certificates to the Underwriter;

5. Enter into an Omnibus Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), pursuant to which the City agrees to provide certain financial and other information with respect to the Series 2015 Certificates, the form of which is attached hereto as Exhibit E;
6. Enter into a Tax Compliance Agreement (the “Tax Compliance Agreement”) with the Trustee, pursuant to which the City makes certain representations and covenants related to the exclusion of the interest portions of basic rent under the Lease from gross income for purposes of federal income taxation, the form of which is attached hereto as Exhibit F; and

7. Approve an Official Statement respecting the Series 2015 Certificates, to be in substantially the same form as the Preliminary Official Statement respecting the Series 2015 Certificates, the form of which is attached hereto as Exhibit G (the “Preliminary Official Statement,” and together, the “Official Statement”).

The Base Lease, the Lease, the Indenture, the Purchase Contract, the Continuing Disclosure Undertaking, and the Tax Compliance Agreement are referred to together herein as the “City Documents.”

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

Section 1. Approval of Delivery of Series 2015 Certificates.

(a) The City hereby approves the delivery of the Series 2015 Certificates in an aggregate principal amount not to exceed $3,500,000 for the purposes set forth in the recitals to this Ordinance. The Series 2015 Certificates shall be issued and secured pursuant to the Indenture, and shall have such maturities, interest rates, optional prepayment prior to maturity and other terms as are set forth in the Indenture and in the Final Terms Certificate attached as Schedule I hereto, subject to the limitations set forth in the Final Terms Certificate.

(b) The Mayor is hereby authorized on behalf of the City to enter into the Purchase Contract, under which the City agrees to sell the Series 2015 Certificates to the Underwriter, at the purchase price set forth in the Final Terms Certificate, upon the terms and conditions set forth in the Purchase Contract.

(c) The Mayor is hereby authorized on behalf of the City to approve the purchase price for the Series 2015 Certificates, the principal amounts by maturity, the interest rates, prepayment provisions and the other final terms of the Series 2015 Certificates, and in that connection, to execute and deliver the Final Terms Certificate for and on behalf of and as the act and deed of the City, which approval will be conclusively evidenced by the execution by the Mayor of the Final Terms Certificate.

Section 2. Authorization and Approval of the City Documents.

(a) The City Documents are hereby approved in substantially the forms submitted to and reviewed by the City Council on the date hereof, with such changes therein as are approved by the Mayor. The Mayor’s execution of the City Documents will be conclusive evidence of such approval.

(b) The obligation of the City to pay Basic Rent Payments (as defined in the Lease) under the Lease is subject to annual appropriation and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease shall be construed so as to give effect to such intent.
(c) The Mayor is hereby authorized and directed to execute and deliver the City Documents on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City’s seal to the City Documents and attest said seal.

Section 3. Approval of Official Statement.

(a) The final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes therein and additions thereto as are approved by the Mayor. The Mayor is hereby authorized to execute and deliver the final Official Statement on behalf of and as the act and deed of the City. The Mayor’s execution thereof shall be conclusive evidence of his approval thereof. The public distribution of the final Official Statement by the Underwriter is in all respects hereby authorized and approved for use in connection with the sale of the Series 2015 Certificates.

(b) 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 City hereby deems the information 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 the appropriate officers of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

Section 4. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents, and the other documents authorized or approved hereby. Without limiting the foregoing, the Mayor is hereby authorized, if required, to execute any certificate or agreement to allow the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. The invalid provision shall be omitted and this Ordinance shall be amended to the extent possible to conform to the original intent of the City.

Section 6. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and approval.
PASSED by the City Council and APPROVED by the Mayor of the City of Rolla, Missouri this 4th day of May, 2015.

(SEAL)

ATTEST:

__________________________
City Clerk

__________________________
Mayor
EXHIBIT A

BASE LEASE

[On file in the office of the City Clerk]
EXHIBIT B

LEASE PURCHASE AGREEMENT

[On file in the office of the City Clerk]

Ⅴ.A.8.
EXHIBIT C

INDENTURE OF TRUST

[On file in the office of the City Clerk]
EXHIBIT D

CERTIFICATE PURCHASE AGREEMENT

[On file in the office of the City Clerk]
EXHIBIT E

CONTINUING DISCLOSURE UNDERTAKING

[On file in the office of the City Clerk]
EXHIBIT F

TAX COMPLIANCE AGREEMENT

[On file in the office of the City Clerk]
EXHIBIT G

PRELIMINARY OFFICIAL STATEMENT

[On file in the office of the City Clerk]
SCHEDULE I

FINAL TERMS CERTIFICATE

The undersigned, Mayor of the City of Rolla, Missouri (the “City”), hereby executes this Final Terms Certificate pursuant to Section 1 of Ordinance No. ____ adopted by the City Council on May 4, 2015 (the “Ordinance”) authorizing the delivery of Certificates of Participation (City of Rolla, Missouri, Lessee), Series 2015 (the “Series 2015 Certificates”). Capitalized terms used herein shall have the meanings assigned to such terms in the Ordinance.

1. Aggregate principal amount of the Series 2015 Certificates (not greater than $3,500,000): $__________.

2. Stated Maturities (not later than March 1, 2025), principal amounts and rates of interest (not to exceed 5.0% per annum):

<table>
<thead>
<tr>
<th>SERIAL CERTIFICATES</th>
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<tbody>
<tr>
<td>STATED MATURITY</td>
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<tr>
<td>(MARCH 1)</td>
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<tr>
<td>PRINCIPAL AMOUNT</td>
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<tr>
<td>ANNUAL RATE OF INTEREST</td>
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[*TERM CERTIFICATES*]

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3. [*Mandatory sinking fund prepayment provisions of Term Certificates:]

Term Certificate Maturing March 1, 20__

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<th>Principal Amount</th>
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Term Certificate Maturing March 1, 20__

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<th>Year</th>
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<tr>
<td>20__</td>
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</table>

*Maturity date

4. Underwriter’s Discount (not greater than 0.07% of the principal amount of the Series 2015 Certificates): $__________.

5. Optional Prepayment Provision: The Series 2015 Certificates will be subject to optional prepayment as a whole or in part, on or after March 1, 20__, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented by the Series 2015 Certificates being prepaid, plus the Interest Portion of Basic Rent accrued to the Prepayment Date.

6. True interest cost (not greater than 3.5%): _____%

Dated this ____ day of May, 2015.

CITY OF ROLLA, MISSOURI

By: ____________________________
Mayor

\[\text{J.A. 15.}\]
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: First Reading

SUBJECT: A final plat of Miles Addition, a re-subdivision consisting of lots 1 and 2, formerly lots 8,9,10,11 and 12, block 6, of the Holloway's First Addition, City of Rolla, Phelps County, Missouri (Miles)

DATE: 4-20-15

GENERAL INFORMATION:

CASE #: 3-6-15

OWNER/APPLICANT(s): Paul L. and Patricia K. Miles, 603 E. 13th Street, Rolla, Missouri 65401; Mr and Mrs. Miles are the sole owners of the subject property based on real property tax assessment records, account # 6566 and General Warranty Deed dated October 2012.

LOCATION: The site addresses for these lots range from 603 13th Street to 610 13th Street between Iowa and Maple Street. A legal description of the subject property is attached. This re-subdivision is being proposed to permit the consolidation of five lots into two new lots (lot 13 and lot 14) to facilitate the sale of real estate.

LOTS / ZONING: The subject property consists of five lots (8-12) of block 6, Holloway's First Addition. The new lots will be re-designated lots 1 and 2 representing a combined total of .68 acres or 29,620 Sq. Ft. The property is currently zoned R-3 (Multi-Family District) zoning which permits the development of a variety of residential uses, including multi-family units, under the law. Multiple structures are permitted on a single lot.

PUBLIC COMMENT/ISSUES: The DRC met on March 31, 2015 to review the re-subdivision plat Holloway's First Addition. All the proposed changes were made as requested by the Public Works Department and the Rolla Municipal Utilities. All fees have been paid before the Final plat will submitted for a second or final reading. No public comments were obtained.

STAFF REVIEW AND RECOMMENDATION: It was staff's recommendation that the Planning and Zoning Commission recommend to the City Council that the requested rezoning be approved.

CITY ACTION: The Planning and Zoning Commission reviewed this request at their April 14, 2015 meeting and voted unanimously to recommend approval by the City Council of this amendment to the revised Holloway's First Addition subdivision.

\[\checkmark.\]
ORDINANCE NO. __________

AN ORDINANCE APPROVING THE RESUBDIVISION OF HOLLOWAY'S FIRST ADDITION, FORMER LOTS 8, 9, 10, 11, AND 12, BLOCK 6, CONSISTING OF TWO NEW LOTS DESIGNATED AS LOTS 1 AND 2 (MILES).

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

SECTION 1: That the re-plat of a portion of Holloway's First Addition, consisting of former Lots 8, 9, 10, 11, and 12, an addition to Rolla, Missouri, being a minor subdivision in Rolla, Missouri, having been reviewed by the Planning and Zoning Commission and approved by the City Council.

SECTION 2: That the following legal description applies to this re-plat of Holloway's First Addition to Rolla, Missouri, this being a minor subdivision in Rolla, Mo: a re-plat of Lots 8, 9, 10, 11, and 12, forming a minor subdivision consisting of two new Lots 1 and 2.

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


APPROVED:

________________________
Mayor

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Counselor

� B. J.
DEPARTMENT: Steffanie D. Rogers
Finance Director

ACTION REQUESTED: Motion

DATE: April 20, 2015

BUDGET APPROPRIATION: $0.00

SUBJECT: A Motion to Authorize Destruction of Certain Records

COMMENTARY: Chapter 109 of the Revised Statutes of Missouri outlines the prescribed procedure for the destruction of older City records. According to this chapter, a recorded vote by the Council to approve destruction of records is required. Below is a listing of the records, which is being proposed for elimination.

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>CONTENTS</th>
<th>DESTROY DATE</th>
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</thead>
<tbody>
<tr>
<td>PAPER DOCUMENTS FOR SHREDDING</td>
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<tr>
<td>Various</td>
<td>Incident Reports – Police Department</td>
<td>2001</td>
</tr>
<tr>
<td>Various</td>
<td>Arrest Reports – Police Department</td>
<td>2001</td>
</tr>
<tr>
<td>Various</td>
<td>Public &amp; Private Property Accident Reports – Police Department</td>
<td>2001</td>
</tr>
<tr>
<td>Various</td>
<td>Photos Affiliated with Above Reports – Police Department</td>
<td>2001</td>
</tr>
<tr>
<td>Sept 08 – Dec 11</td>
<td>City Meeting Notices</td>
<td>2015</td>
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<tr>
<td>Sept 08 – Dec 11</td>
<td>Job Announcements</td>
<td>2015</td>
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<tr>
<td>Dec 02 – Dec 11</td>
<td>Missouri Department of Natural Resources Notices</td>
<td>2015</td>
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<tr>
<td>Jan 07 – Dec 09</td>
<td>Surplus Vehicle/Equipment Records</td>
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<tr>
<td>Jan 07 – Dec 09</td>
<td>Bid Documents</td>
<td>2015</td>
</tr>
<tr>
<td>Jan 11 – Dec 13</td>
<td>City Council Meeting Audio Recording</td>
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<tr>
<td>December 1986</td>
<td>Bid Specs for Motor Grader</td>
<td>2015</td>
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<tr>
<td>2002</td>
<td>Documents for Motor Grader Purchase</td>
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<td>1995</td>
<td>Documents for Dump Truck Purchase</td>
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<td>Documents for Tractor &amp; Mower Purchase</td>
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<td>Documents for 60&quot; Front Mount Mower Purchase</td>
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</tr>
<tr>
<td>2002</td>
<td>Documents for Trackloader Purchase</td>
<td>2015</td>
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<tr>
<td>Jan 05 – Dec 09</td>
<td>Locate Documents</td>
<td>2014</td>
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<tr>
<td>2004 – 2005</td>
<td>Accounts Payable (A – ½ C)</td>
<td>2013</td>
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<td>2004 – 2005</td>
<td>Accounts Payable (½ F - I)</td>
<td>2013</td>
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ELECTRONIC DOCUMENTS

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<tr>
<td>2004 – 2005</td>
<td>AP Files</td>
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<td>AP Files</td>
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<td>2005 – 2006</td>
<td>Fiscal Year Documents</td>
<td>2014</td>
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<tr>
<td>2006 – 2007</td>
<td>Fiscal Year Documents</td>
<td>2015</td>
</tr>
</tbody>
</table>

Recommendation: Consider a motion to authorize the destruction of the above-listed records.

ITEM NO. V: 7.1
ITEM/SUBJECT: Resolution to Amend Chamber Lease and Contract for Tourism Services

BUDGET APPROPRIATION (IF APPLICABLE) $2,500 ± 

DATE: April 20, 2015

COMMENTARY:

The City and Chamber renewed the hotel/motel tourism agreements, which consist of three separate documents: a contract for tourism services, the lease of the City acquired Forest Service Property, and a Fiscal Services Agreement (processing of hotel/motel tax collections). The first two documents, approved in November 2014 stipulated that the Chamber had responsibility to provide property insurance coverage on the six buildings on the leased site. Since the City owns the building assets, it was cheaper for the City to add that coverage to our insurance through MIRMA. The charge results in net savings to the Chamber and the tourism account of approximately $2,500.

Addendum No. 1 officially recognizes that charge in property coverage. The City will retain hotel/motel tax receipts to cover the City's cost of adding property coverage to the Visitor Center and the historical Forest Service Properties.

Recommendation: Motion to approve the Resolution authorizing Addendum No. 1.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, ADDENDUM NO. 1 TO THE CHAMBER LEASE AND CONTRACT FOR SERVICE BY AND BETWEEN THE CITY OF ROLLA, MISSOURI AND THE ROLLA AREA CHAMBER OF COMMERCE.

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

Section 1: That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, Addendum No. 1 to the Chamber Lease-and Contract for Service by and between the Rolla Area Chamber of Commerce (RACC) and the City of Rolla, Missouri, a copy of said lease being attached hereto and marked Exhibit A.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval.


APPROVED:

ATTEST: ________________________________

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

V. D. A.
ADDENDUM TO CHAMBER LEASE and CONTRACT FOR SERVICE
ADDENDUM NO. 1

ADDENDUM made this 20TH day of April 2015 by and between
The City of Rolla, Missouri (Lessor)
AND
The Rolla Area Chamber of Commerce (Lessee)

WHEREAS, the parties agree to make certain modifications to the Contract for Service –
Tourism/Promotion and the Chamber Lease - Forest Service Property dated November 17, 2014,
with the Rolla Area Chamber of Commerce.

NOW THEREFORE, all parties agree as follows:

Section 1: Section 11 of the Contract for Service – Tourism/Promotion is hereby amended by
deleting Section 11. Insurance, and enacting a new Section 11. Insurance, as follows:

"11. INSURANCE

During the performance of all work under this Contract or any subcontractors hereunder, the
Contractor and its subcontractors shall maintain the following coverage. Proof of this coverage
will be provided annually to the City of Rolla or more often if the insurance coverage is of a
lesser term than one year. This Proof of Coverage or Certificate of Insurance shall name the City
of Rolla as an additional Insured, except in the case of Worker’s Compensation Coverage.

A. Worker’s Compensation.

B. Commercial Comprehensive General Liability as stipulated in the Lease Agreement.

C. Contractor shall maintain hired and non-owned automobile liability insurance at all
times.

D. If at any time Contractor acquires a vehicle for tourism-related services Contractor
will carry Commercial Automobile Liability Insurance with minimum liability limits of
$1,000,000 for bodily injury and property damage combined. All coverage evidence
required in this Contract must have a thirty (30) day notice of cancellation on the
Certificate of Insurance. All Certificates of Insurance shall be sent to the City of Rolla
Finance Department two (2) weeks in advance of the lapse of the prior Certificate of
Insurance.

E. The City of Rolla shall provide property coverage for the Visitor Center and the
historic Forest Service Property buildings as City-owned property and shall withhold
the cost of providing coverage from the remittance of hotel/motel lodging tax proceeds
(estimated at $2,000/year)."

V. S.
Addendum to Chamber Lease and Contract for Service
Page 2

Section 2: That Section 18(b) of the Chamber Lease is amended by deleting Section 18(b) and enacting a new Section 18(b) as follows: “The Lessee shall maintain in force throughout the term of this agreement at its sole expense sufficient content coverage as determined by the Board.”

All other terms and conditions stipulated in the original contract shall remain in force.

IN WITNESS WHEREOF, the parties hereto have duly executed the foregoing instrument in duplicate the day and year first above written.

CITY OF ROLLA, MISSOURI

By: ____________________________
   Hon. Louis J. Magdits, IV
   Mayor, City of Rolla

Attest: _________________________
   Carol L. Daniels, City Clerk

ROLLA AREA CHAMBER OF COMMERCE

By: ____________________________
   Earl Bean
   President of the Board
   Rolla Area Chamber of Commerce

Attest: _________________________
   Cansada Hines, Secretary/Treasurer

V. d. 4.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz City Administrator ACTION REQUESTED: Ordinance/
First Reading

ITEM/SUBJECT: An Ordinance to Amend Chapter 35 of City Code

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: April 20, 2015

COMMENTARY:

In 2009, the City and RMU performed a comprehensive review of the ordinances outlining
the roles and duties of the Board of Public Works. The result has been enhanced communications
and understanding of the relationship between the two organizations subject to periodic review.
Recently RMU was engaged in a small real estate transaction, which ultimately required City
Council action to affirm the sales agreement as Section 35-156(d) stated, “in confidence the Board
will keep Council informed of pending real estate purchases... Property transactions included in the
endorsed budget do not require City Council notification...” As a result, the Board of Public Works
is recommending an amendment to Sections 35-154 and 35-156 that allows RMU to negotiate and
approve the buying or selling of real property under $100,000. Such transactions that pose a serious
potential for adverse impact on surrounding properties would still be reported in confidence to City
Council.

Recommendation: First Reading of Ordinance to Amend Chapter 35 of the City Code.
ORDINANCE NO. __________

AN ORDINANCE REPEALING SECTIONS 35-154 AND 35-156 OF THE GENERAL
ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE
CITY OF ROLLA, MISSOURI, AND ENACTING NEW SECTIONS 35-154 AND 35-156 IN
LIEU THEREOF PERTAINING TO THE BOARD OF PUBLIC WORKS.

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

Section 1: That Sections 35-154 and 35-156 of the Code of the City of Rolla, Missouri,
pertaining to the Board of Public Works is hereby repealed and new Section 35-154 and 35-156
are enacted in lieu thereof as follows:

Sec. 35-154. Powers generally.

In the process of operating public utilities, the Board of Public Works is vested with full
power and authority and authorized to manage, control, and operate such public
utilities, and by way of description but not of limitation, to make such repairs,
replacements, additions or extensions of service as it may deem proper for the public
good, to enter into contracts with other public and private entities for the purchase of
their product or the sale thereto subject to limitations prescribed in Sec. 35-164, to
purchase operating supplies and equipment, the full power and authority to employ such
labor as may be necessary in its behalf and prescribe and fix the compensation for said
services necessary to operate said utilities and the power to negotiate and approve the
acquisition of any interest in real property where the consideration to be paid by the
City does not exceed the sum of $100,000 per acquisition or transaction.

Sec. 35-156. Monthly statement of revenues & expenses; Reports; Quarterly report
to Council.

(a) It shall be the duty of the Board of Public Works to make up an account monthly of
all revenues, obligations and expenses incurred by the Board, in operating the utilities,
including gross monthly total payroll, setting forth in items, the amounts due, to whom
and for what service or account. Such statement of accounts shall be examined,
checked, and certified by the Board for payment, as true and correct;

(b) The Board shall submit monthly Board meeting minutes to City;

(c) No less than once per calendar quarter the Board shall make a public presentation to
the Council a report that contains, at a minimum, key financial statements, status of
pending projects, energy supply issues (i.e. MoPEP), energy market conditions and
potential issues impacting RMU, City, and the citizens of Rolla. In addition, no less
than annually the Board shall submit comparative utility rate information relative to a
sampling of other MO cities and cooperatives.
(d) As needed and in confidence the Board will keep Council informed of pending real estate purchases where the consideration to be paid by the City exceeds the sum of $100,000, per acquisition or transaction, and of pending litigation, including the potential need for eminent domain. Property transactions included in the endorsed budget do not require City Council notification, unless there is a serious potential for adverse impact on surrounding properties.

**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

\[\text{\(\int E.3\)}\]
April 2, 2015

Memo to: Carol Daniels, Rolla City Clerk

From: Rodney P. Bourne, General Manager

Subject: Proposed changes to City Ordinances 35-154 and 35-156

The Rolla Board of Public Works ("Board") formally requests Rolla City Council adopt changes to Rolla City Code, Sections 35-154 and 35-156. (See attached)

On March 31, 2015, the Board approved recommendations to revise these sections. If approved by City Council, the revisions would allow RMU to acquire any interest in real property where the consideration to be paid by the City does not exceed the sum of $100,000 per acquisition or transaction without any action by the City of Rolla.
Sec. 35-154. Powers generally.

In the process of operating public utilities, the Board of Public Works is vested with full power and authority and authorized to manage, control, and operate such public utilities, and by way of description but not of limitation, to make such repairs, replacements, additions or extensions of service as it may deem proper for the public good, to enter into contracts with other public and private entities for the purchase of their product or the sale thereto subject to limitations prescribed in Sec. 35-164, to purchase operating supplies and equipment, and the full power and authority to employ such labor as may be necessary in its behalf and prescribe and fix the compensation for said services necessary to operate said utilities, and the power to negotiate and approve the acquisition of any interest in real property where the consideration to be paid by the City does not exceed the sum of $100,000 per acquisition or transaction.
Sec. 35-156. Monthly statement of revenues & expenses; Reports; Quarterly report to Council.

(a) It shall be the duty of the Board of Public Works to make up an account monthly of all revenues, obligations and expenses incurred by the Board, in operating the utilities, including gross monthly total payroll, setting forth in items, the amounts due, to whom and for what service or account. Such statement of accounts shall be examined, checked and certified by the Board for payment, as true and correct;

(b) The Board shall submit monthly Board meeting minutes to City;

(c) No less than once per calendar quarter the Board shall make a public presentation to the Council a report that contains, at a minimum, key financial statements, status of pending projects, energy supply issues (i.e. MoPEP), energy market conditions and potential issues impacting RMU, City, and the citizens of Rolla. In addition no less than annually the Board shall submit comparative utility rate information relative to a sampling of other MO cities and cooperatives.

(d) As needed and in confidence the Board will keep Council informed of pending real estate purchases and where the consideration to be paid by the City exceeds the sum of $100,000, per acquisition or transaction, and of pending litigation, including the potential need for eminent domain. Property transactions included in the endorsed budget do not require City Council notification, unless there is a serious potential for adverse impact on surrounding properties).
CITY OF ROLLA PUBLIC WORKS DEPARTMENT  
PROJECT 374 - 2015 PHASE II ASPHALT IMPROVEMENTS  
18-Mar-15

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GRAND TOTAL $ 521,695.00 $ 550,344.00