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

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

COUNCIL ROLL: JONATHAN HINES, MONTY JORDAN, MATTHEW CROWELL, MATTHEW MILLER, KELLY LONG, SUSAN EUDALY, DON MORRIS, JOHN MEUSCH, JIM WILLIAMS, BRIAN WOOLLEY, STEVEN JUNG AND WALT BOWE

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COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Jonathan Hines

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – October 5, 2015
   2) City Council Workshop – October 12, 2015
   3) City Council Meeting – October 19, 2015
   4) City Council Closed Session – October 19, 2015

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) Veterans Park Update – Mr. Jerry Bumpus

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report – September 2015
B) Police Department Monthly Report – September 2015
C) Animal Control Division Monthly Report – September 2015
E) Rolla Board of Public Works Meeting Minutes – September 22 & October 7, 2015
F) Development Review Committee Meeting Minutes – September 29, 2015
G) Planning and Zoning Commission Preliminary Meeting Minutes – October 13, 2015
H) Fire Department Monthly Report – October 2015
V. **OLD BUSINESS**
   A) **Ordinance** Rezoning of 911 South Rolla Street, Lots 1-3 of Happy Jack’s Subdivision (Frost) – (Community Development Director John Petersen) – **Final Reading**

VI. **NEW BUSINESS**
   A) **Ordinance** Approving Amendment #002 to the Supervised Work Release Program Agreement – (Public Works Director Steve Hargis) – **First Reading**
   B) **Resolution** Authorizing a Lease with the A.B.L.E. Commission for the Holloway House – (Interim Parks & Recreation Director Ken Kwantes) – **Resolution**
   C) **Resolution** Authorizing a Contract for Services with the A.B.L.E. Commission Pertaining to Senior Citizen Services - (Interim Parks & Recreation Director Ken Kwantes) - **Resolution**
   D) **Resolution** Granting Phelps County the Authority to Pursue the Westside Market Place Development - (City Administrator John Butz) – **Resolution**
   E) **Resolution** Calling for the Joint Establishment of the MoveRolla TDD with Phelps County – (City Administrator John Butz) – **Resolution**
   F) **Resolution** Authorizing the Mayor to Execute an Interconnect & Operating Agreement Among the City, RMU & MC Power (Solar Farm) – (City Administrator John Butz) – **Resolution**

VII. **CLAIMS and/or FISCAL TRANSACTIONS**
    A) **Motion** Awarding Bid for Police Vehicles – (Police Chief Sean Fagan) – **Motion**
    B) **Motion** Awarding Bid for Dump Trucks – (Public Works Director Steve Hargis) – **Motion**
    C) **Motion** Awarding Bid for Backhoe – (Public Works Director Steve Hargis) – **Motion**

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

IX. **MAYOR/CITY COUNCIL COMMENTS**

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

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

XII. **ADJOURNMENT**
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 5, 2015; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Matthew Crowell, Matthew Miller, Kelly Long (arrived at 7:11 p.m.), Susan J. Eudaly, Don Morris, John Meusch, Jim Williams, Brian Woolley, Steven Jung, and Walt Bowe

Council Members Absent: Jonathan Hines and Monty Jordan

Department Directors in Attendance: Public Works Director Steve Hargis, Police Chief Sean Fagan, Environmental Services Director Brady Wilson, Interim Fire Chief Ron Smith, and Community Development Director John Petersen

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

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

Councilman Steven Jung then led in the Pledge of Allegiance.

I. CONSENT AGENDA

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

(A) Approval of the Rolla City Council Minutes for the following:
1) City Council Workshop – September 2, 2015
2) City Council Meeting – September 8, 2015
3) City Council Meeting Closed Session – September 8, 2015
4) City Council Meeting – September 21, 2015
5) City Council Meeting Closed Session – September 21, 2015

II. PUBLIC HEARINGS
None.

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[Signature]
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III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) Audubon Trails Nature Center: Mr. Mike Doyen representing the Ozarks Rivers Audubon Chapter provided an overview of the Audubon Trails Nature Center, which is located at 550 Meriweather Court in Rolla. He invited the Council and citizens to attend the grand opening of the Center on Sunday, October 11, 2015, from 2 p.m. to 4 p.m.

(B) Missouri S&T Humanitarian Minor Program: Mayor Magdits recalled a few months ago that Dr. Curt Elmore was here to talk to the Council about Missouri S&T’s Humanitarian Minor. He told the Council he and City Administrator John Butz volunteered the City to be a participant in the program. With that came the responsibility for them to mentor the project managers for a term of three semesters.

Dr. Curt Elmore addressed the Council and stated there are two students working with the City. One of the students was unable to attend, but Mr. Matthew Kistler, who is working with Mr. Butz, was able to attend.

Mr. Kistler provided the Council with a synopsis of his project “Rolla Adopt a City Feature,” which includes adopting parks, streams, and streets in Rolla. He explained it encourages volunteerism. Mr. Kistler said it takes the community and partners it with the City and both work together for a better future.

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

Mayor Magdits referred the Council to (A) the August 2015 Environmental Services Department Monthly Report; (B) the August 2015, Police Department Monthly Report; (C) the August 2015 Animal Control Division Monthly Report; (D) the July and August 2015, Rolla Municipal Utilities Monthly Reports; (E) the September 8, 2015, Preliminary Planning and Zoning Commission Meeting Minutes, and; (F) the September 2015, Municipal Court Monthly Report.

V. OLD BUSINESS

(A) Ordinance Approving the Development of a FERC at the 1100 Highway 72 Event Center: Community Development Director John Petersen reported the Planning and Zoning Commission recommend approval of the subject ordinance and he asked the Council to consider the final reading of the subject ordinance.

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V. OLD BUSINESS (continued)

(A) Ordinance Approving the Development of a FERC at the 1100 Highway 72 Event Center (continued): Mayor Magdits noted the ordinance has been amended to incorporate the conditions in the subject ordinance.

Councilman Williams asked if the Shots Bar located on Ninth Street, has obtained a special permit for using the parking lot behind Firestone for bands and open drinking. City Administrator John Butz indicated the City would have to look into this matter.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title, as amended. ORDINANCE NO. 4233: AN ORDINANCE APPROVING THE ESTABLISHMENT OF A FAMILY ENTERTAINMENT AND RECREATION COMPLEX (FERC) AT 1100 HIGHWAY 72 EAST IN THE CITY OF ROLLA, MISSOURI (BARRACK). A motion was made by Williams and seconded by Morris to approve the proposed ordinance, as amended. A roll call vote on the motion showed the following: Ayes: Jung, Williams, Miller, Eudaly, Crowell, Meusch, Woolley, Morris, and Bowe. Nays: None. Absent: Hines, Long, and Jordan. Motion carried. The ordinance passed.

(B) Ordinance Setting Proposed Sewer Rates for FY 2015/2016: Public Works Director Steve Hargis explained the subject ordinance would increase the sewer rates from $4.75 per 1,000 gallons of usage to $5.00 per 1,000 gallons. For an average user of 6,000 gallons per month, it would increase from $28.50 to $30.00 per month. He noted this increase was included in the FY 2016 budget.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4234: AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Eudaly, Meusch, Williams, Jung, Woolley, Bowe, Crowell, Morris, and Miller. Nays: None. Absent: Jordan, Hines, and Long. Motion carried. The ordinance passed.

(C) Resolution Approving Contract for RNA Tower Access – Wave Internet Technologies: City Administrator John Butz recalled a few months ago that the City entered into a lease with a company called BlueBit Networks, which is a wireless internet provider, to place equipment on the new water tower at the Rolla National Airport.
V. OLD BUSINESS (continued)

(C) Resolution Approving Contract for RNA Tower Access – Wave Internet Technologies (continued): Shortly thereafter, Mr. Zach Robinson with Wave Internet Technologies approached the City about doing the same.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1845: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT FOR TOWER ACCESS BETWEEN WAVE INTERNET TECHNOLOGIES, LLC, AND THE CITY OF ROLLA, MISSOURI. A motion was made by Williams and seconded by Eudaly to approve the proposed resolution. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.

VI. NEW BUSINESS

(A) Ordinance Approving Second Amendment to Agreement for Emergency Dispatch Services: City Administrator John Butz explained the original agreement with the Phelps County Emergency Services Board (PCESB) references a specific dollar amount for services. However, each year the PCESB approves a new budget, which is incorporated into the City’s budget, but changes each year. Mr. Butz told the Council the subject second amendment removes an actual dollar amount and refers to payment/compensation of services to equal monthly payments of one-twelfth of the approved budget.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, THE SECOND AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE PHELPS COUNTY EMERGENCY SERVICES BOARD DATED NOVEMBER 15, 2010, PERTAINING TO ENHANCED 911 COMMUNICATIONS AND EMERGENCY DISPATCH SERVICES.

(B) Overview of City User Fees: Mayor Magdits recalled during budget discussion, the issue of youth and senior citizen user fees surfaced. He said the Council was asked to defer discussion until staff had an opportunity to assemble all the fees in one document.
VI. NEW BUSINESS (continued)

(B) Overview of City User Fees (continued): He called specific attention to the area highlighted in yellow on Page VI.B.5. of the Council agenda, which pertains to park user fees.

Councilman Kelly Long entered the meeting at approximately 7:11 p.m.

City Administrator John Butz said the Council adopted an amendment in either December 2014 or January 2015 that Community Hall fees would increase from $15 per hour to $20 per hour. Additionally, it established there would be a 20% discount for senior citizens or youth renting the facility. Decades before that, there were no fees established for youth or senior citizens at Community Hall. Mr. Butz said Community Hall users were notified effective January 2016 those increases would be implemented. However, the Council did not address the youth sport fees.

After discussion, Mayor Magdits informed the Council if they take no action regarding the youth sport fees, no fees would be charged.

Following further discussion, no Council action was taken pertaining to the youth sport fees.

Mayor Magdits then asked the Council if they wished to take any action on the Community Hall fees. He pointed out the Council took action in December 2014 to increase the Community Hall rental rate from $15 per hour to $20 per hour and adopts a 20% discount for youth and/or senior citizens.

After discussion, a motion was made by Morris and seconded by Eudaly to eliminate the fees for senior citizens and youth at the Community Hall. A voice vote on the motion showed nine ayes, one nay, and two absent. Motion carried.

(C) Ordinance Authorizing the Mayor to Enter Into a Contract with Gerstner Electric, Inc., for Project 369 – Signal Operational Improvements: Public Works Director Steve Hargis recalled that during its last meeting, the Council awarded the bid for Project 369, Signal Operational Improvements, to Gerstner Electric, Inc., which would provide battery backup for all signals in the city. The bid award was pending Missouri Department of Transportation (MoDOT) approval, which has since been received. Mr. Hargis said the proposed ordinance would authorize the Mayor to enter into an agreement with Gerstner Electric for $118,122. He added this project is funded in part 80% by Federal STP funds with a 20% match by the City.
VI. NEW BUSINESS (continued)

(C) Ordinance Authorizing the Mayor to Enter Into a Contract with Gerstner Electric, Inc., for Project 369 – Signal Operational Improvements (continued): City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND GERSTNER ELECTRIC, INC. FOR PROJECT 369.

VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Police Vehicles: Police Chief Sean Fagan asked the City Council to consider approving the purchase of four, 2016 Dodge Charger police vehicles. He noted the sole bidder was Lou Fusz Chrysler for $25,962 for a total cost of $103,848. After discussion, a motion was made by Long and seconded by Morris to award the bid for four, 2016 Dodge Charger police pursuit vehicles to Lou Fusz Chrysler, the State bid, for $25,962 each for a total of $103,848. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

VIII. CITIZEN COMMUNICATION

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

(1) Ms. Diana Howard, 1008 Vista Drive, Rolla, Missouri, addressed the Council and read from the attached prepared statement.

Mayor Magdits commented to Ms. Howard that she asked many questions and they are questions that cannot be answered off the top of their heads. Additionally, he said he is not so sure the City can answer all of them. He asked City Administrator John Butz to try to answer the residents’ questions as the City is able.

(2) Mr. Earl Richards, 1000 Bluebird Lane, Rolla, Missouri, told the Council he is concerned about the so-called MoveRolla Transportation development that is proposed by what he calls the double circle interchange. The subdivision he lives in is in jeopardy because of this. Mr. Richards said his purpose is to let the Council know some of the
VIII. CITIZEN COMMUNICATION

(A) Open Citizen Communication (continued): (2) continued: history that is involved and it is not just a fly by night subdivision that started and it has been there since 1953 and all of it is inside the city limits. On behalf of the twelve residents, he asked the Council to think twice about what they are doing with this advancement.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Missouri Municipal League (MML) Conference: Councilwoman Sue Eudaly reported she and City Administrator John Butz recently attended the MML Annual Conference. She said the conference was very informative and she always hears many good comments about Mr. Butz. This year she noted she heard about what a good engineer Public Works Director Steve Hargis is and Rolla is lucky to have him.

Additionally, Ms. Eudaly informed the Council she and Mr. Butz were able to tour the Leavenworth, Kansas and Lee's Summit, Missouri animal shelters.

Ms. Eudaly encouraged the Council to try to attend next year’s conference, which will be held in St. Louis.

(B) Property at Elm Street and Highway 63 (Bishop Avenue): City Administrator John Butz noted there was an issue that surfaced on Friday and he wanted to give the Council a heads up because the Council would be asked to consider the first and final readings of an ordinance during its next meeting. The subject property is located at the corner of Elm Street and Highway 63 (Bishop Avenue) and is the former location of Putt Putt Golf and just to the east of the former Lord’s Library location. Mr. Butz said there is a project being developed that would encompass these two parcels. The two buildings currently on the properties would be razed and a new commercial business would be constructed. Mr. Butz recalled that in 2007, the City vacated a portion of the property at the request of Starbucks. During a recent title search, it was discovered the vacation does not clearly demonstrate the City is releasing its claim to that property. The Development is requesting the City complete a quitclaim deed to just affirm the relinquishing of that piece of property, which will aid in their getting title and closing on the two parcels. Mr. Butz asked the Council to contact him with any questions pertaining to this issue.
IX. MAYOR/CITY COUNCIL COMMENTS (continued)

(C) Tenth and Forum Drive Pedestrian Signal: Councilman Matthew Crowell indicated he was recently made aware that when pedestrians push the button to cross at Tenth Street and Forum Drive, the signal activates perpendicular to the direction they wish to travel.

City Administrator John Butz indicated staff would look into this matter.

(D) Special Council Workshop: Mayor Magdits said he wanted to assure the residents in the Vista Drive/Bluebird Lane/Hyer Court area, the City is sensitive to their concerns. In the last couple of weeks, it seems the questions being generated are coming faster than the City could answer them. He explained this is not a sign of incompetence on the City’s part, rather a matter that a process is going on and some of the questions are coming faster than the process is proceeding. Mayor Magdits advised the City is starting to bring together some of the draft reports and the Council would like to have a workshop next Monday. He stated it is a very important one, because this is the first time everyone is going to see what is behind the scenes, so to speak. Mayor Magdits stressed the public is invited to this workshop, which would held in the City Council Chambers beginning at 5:30 p.m.

X. COMMENTS FOR THE GOOD OF THE ORDER

None.

XI. CLOSED SESSION

None.

XII. CLOSED SESSION ACTION

None.

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XIII. ADJOURNMENT

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

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK                                      MAYOR
ROLLA CITY SPECIAL COUNCIL WORKSHOP MINUTES
MAJOR TRANSPORTATION PLANNING
MONDAY, OCTOBER 12, 2015; 5:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Jonathan Hines, Matthew Crowell, Matthew Miller, Kelly Long, Susan J. Eudaly, Don Morris, John Meusch, Jim Williams, Steven Jung, and Walt Bowe

Council Members Absent: Monty Jordan and Brian Woolley

Department Directors in Attendance: Public Works Director Steve Hargis

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

A. Welcome/Introductions: Mayor Louis J. Magdits, IV called the special Major Transportation Planning Workshop to order at approximately 5:33 p.m. and welcomed and thanked everyone for attending, which includes the three Phelps County Commissioners and representation from various stakeholders as well as concerned citizens and residents from the Bluebird/Vista Drive/Hyer Court neighborhood.

Mayor Magdits pointed out the Missouri University of Science and Technology, and the Phelps County Regional Medical Center have grown as well as the general growth of the city. Some of the city’s corridors are now over capacity, i.e. Bishop and Kingshighway, the north part of Highway 63 and as the Rolla West area develops, it will only tax that system even more. He noted that eventually the Westside Marketplace is going to need some more infrastructure. Mayor Magdits stated the City has been actively discussing and planning Rolla West since 2007. In April 2014, the City received a proposal from UTW for a retail project with an estimated cost of nearly $100 million and potential employment between 350 and 600 jobs. The project would solidify Rolla as retail, medical, and education hub of south-central Missouri, and that is exciting. Mayor Magdits said at this meeting a representative of UTW would provide an update on the Westside Marketplace, but the real emphasis for this workshop is to discuss the 25-year transportation plan. He indicated the 25-year transportation plan is just that, it is a plan that looks to the future and will be divided into different phases. Mayor Magdits then turned the floor over to City Administrator John Butz.

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(B) Overview of Transportation Planning in Rolla: Mr. Butz stated the City has been talking about transportation planning for a long time. He began by talking about what transportation planning has looked like in Rolla over the last 20 to 25 years. Mr. Butz expanded on a four-page paper entitled “Major Transportation Planning – Rolla,” which covers the four primary activities the City has been engaged in over the last twenty-five years in transportation planning.

(C) Presentation on MoveRolla Strategy (Report) – HNTB: Mr. Kip Strauss with HNTB, addressed the Council and said he and Mr. Jeff Medows of Archer-Elgin Surveying, have been working on the MoveRolla Transportation Strategy since April 2015. He provided an overview of the project, existing conditions, the future transportation network, analysis, and recommendations. Mr. Strauss entertained questions and comments from the Council.

(D) City Review of Phase 1 Priorities: Public Works Director Steve Hargis explained staff has estimated the amount of sales tax revenue generated in a Transportation Development District (TDD) would be enough to bond about $30 million. In order to relieve some of the traffic congestion on Bishop Avenue, Highway 72 would be used as a temporary bypass. This would be done by extending Highway 72 to Bridge School road and widening Kingshighway. Mr. Hargis stated the other project on the table is the Westside Marketplace, which will require getting traffic from the interstate and the community to the Marketplace. He said the only way this is going to happen is travelling across the current interchange at the two roundabouts. Mr. Hargis explained the City would want to first complete the Highway 72 extension. However, the only problem with this is obtaining permission from the railroad to construct a bridge over the railroad tracks and staff anticipates this taking a year or more to obtain permission. Additionally, he pointed out there are about a dozen parcels of land that would need to be purchased and this process is time consuming. Mr. Hargis told the Council it is estimated to take to two to three years. He said the Kingshighway portion of the project, including the three roundabouts is estimated to cost $5.1 million. The Highway 72 extension is estimated at $9.8 million and the Westside Marketplace infrastructure and grading at $15 million.

(E) Westside Marketplace Status: Ms. Alan Bornstein with UTW, explained the west side would consist of the Westside Marketplace, a shopping center that is planned to be developed in two phases and the Westside Greenway, which will be an integrated and dedicated portion of the land area. He said it would be dedicated as a green space and would include trails and passive recreational activity areas. Mr. Bornstein indicated the project is designed to function in four plateaus and would be fully connected by a series

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J.A.]
(E) Westside Marketplace Status (continued): of roads. For both cost and functionality purposes, and respecting the existing contours of the land, it would be developed in four discreet, but connected plateaus. Mr. Bornstein reported UTW is actively designing, planning, and budgeting the first phase of the Westside Marketplace Shopping Center in order to open for what they call “back to school of 2017.” To open in late summer 2017, the site work would need to begin in early to mid June of 2016.

Mr. Bornstein said the second phase of the Westside Marketplace, which is held for a big box retailer club operation, does not have any specific time frame. He said he hopes to address that opportunity within a year after phase one opens.

City Administrator John Butz added the City does not need to do anything more than construct the frontage road, which is being proposed in the phase one improvements to accommodate the Westside Shopping Center. In other words, he pointed out the Highway E and Tenth Street extensions do not need to be completed as part of the Westside Market Place development. Mr. Butz stated these improvements become more of an issue for the City on how overall transportation flows in and around the community. He indicated the City believes the construction of the Tenth Street bridge and the Highway E extension is realistically ten to fifteen years away. From a standpoint of construction activity, it does not fit into either the City’s priority or UTW’s needs to accommodate any of the Westside Marketplace.

(F) TDD Structure/Timeline/Proposed Boundaries: Mr. Mark Grimm, Attorney at Law, GilmoreBell, explained the Missouri Department of Transportation (MoDOT) drafted the Transportation Development District (TDD) act 20 to 25 years ago to encourage local funding of transportation improvements. About 15 years ago the Statute was amended to encourage political subdivisions to work together to fund local transportation improvements and there have been a number of instances where that has occurred such as in Poplar Bluff, Arnold, and St. Louis County. Mr. Grimm showed the Council the schedule of events that needs to occur if the City and the Council want to form a regional TDD. He noted it is a minimum five-month process from start to finish and the TDD is formed through a court process.

(G) Wrap Up: City Administrator John Butz said it is going to take the City 25 years to accomplish $61 million worth of improvements. A TDD becomes an opportunity of generating revenue that can be bonded and the City believes it will do half of the proposed transportation improvements. He emphasized phase one focuses on the Highway 72 extension, the Kingshighway upgrades, and the access road serving the Westside Marketplace, limited to the development itself and not extending further east.
(G) Wrap Up (continued): or north nor including the Tenth Street overpass. Traffic calming, the University Drive realignments, the improvements on north Walnut Street, and the downtown access, all become issues the City will have to evaluate five to fifteen years down the road as we obtain a good understanding of how traffic flow is affected. Mr. Butz said the City could not afford to do nothing because our systems are congested now and we cannot continue to support the growth at the hospital and university.

(H) Adjournment: Having no further business, the workshop adjourned at 7:45 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

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CITY CLERK                        MAYOR

OCTOBER 12, 2015
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 19, 2015; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Jonathan Hines, Monty Jordan, Matthew Miller, Matthew Crowell (arrived at 6:59 p.m.), Kelly Long, Susan J. Eudaly, Don Morris, John K. Meusch, Jim Williams, Brian Woolley, Steven Jung, and Walt Bowe

Council Members Absent: None.

Department Directors in Attendance: Public Works Director Steve Hargis, Environmental Services Director Brady Wilson, Police Chief Sean Fagan, Interim Fire Chief Ron Smith, Community Development Director John Petersen, and Finance Director Steffanie Rogers

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

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

Councilman Walt Bowe led in the Pledge of Allegiance.

I. PUBLIC HEARINGS

(A) Public Hearing Regarding the Rezoning of 911 South Rolla Street, Lots 1-3 of Happy Jack’s Subdivision (Frost): Community Development Director John Petersen recalled the Council recently approved the Happy Jack’s Subdivision, which created three lots. The subject lots are currently zoned R-R (Rural Residential District) and the applicant is requesting it be rezoned to R-1 (Single Family District). Mr. Petersen reported the Planning and Zoning Commission recommends approval of the rezoning request.

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

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE APPROVING THE REZONING

OCTOBER 19, 2015
I. PUBLIC HEARINGS (continued)

(A) Public Hearing Regarding the Rezoning of 911 South Rolla Street, Lots 1-3 of Happy Jack’s Subdivision (Frost): OF HAPPY JACK’S SUBDIVISION, LOT 1 THROUGH LOT 3, FROM RR (RURAL RESIDENTIAL DISTRICT) ZONING TO R-1 (SINGLE FAMILY DISTRICT) ZONING, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 37, PHELPS COUNTY, MISSOURI (FROST).

II. SPECIAL PRESENTATIONS

(A) Celebration of Nations Update: Mr. Rich Myers, Program Coordinator for International and Cultural Affairs at Missouri S&T, thanked the Council for approving the recent Celebration of Nations parade and their support in this event. He asked the Council if they would consider approving the closing of streets for future Celebration of Nations parades. A motion was made by Long and seconded by Eudaly to authorize the closing of certain streets on Saturday, September 24, 2016; Saturday, September 23, 2017, and; Saturday, September 22, 2018, for the Celebration of Nations parade. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

III. OLD BUSINESS

(A) Ordinance Approving Second Amendment to Agreement for Emergency Dispatch Services: City Administrator John Butz explained the subject agreement is an amendment to the action taken by the Council in 2010, with the successful passage of the one-fourth cent sales tax for emergency services. He noted in paragraphs four, five, and six, of the agreement there are stipulations that gave the dollar amount from the budget in 2011. Mr. Butz noted the proposed language in Amendment No. 2 says that each year the Phelps County Emergency Services Board (PCESB) would approve their budget, which is incorporated into the City’s budget, since the City is its fiscal agent. The PCESB would pay the City one-twelfth of its budget each month. Staff recommends the final reading of the proposed ordinance.

Councilman Jim Williams mentioned two or three people expressed concern to him about the makeup of the Phelps County Emergency Services Board (PCESB). They feel there is a conflict of interest with some of the board members. Mr. Williams said the

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III. OLD BUSINESS (continued)

(A) Ordinance Approving Second Amendment to Agreement for Emergency Dispatch Services (continued): concern is those who would be affiliated with Rolla Fire Department, Rolla Police Department, Phelps County Sheriff’s Department or ambulance service. The concern is these individuals have a tendency to give priority to their particular department.

City Administrator John Butz and City Counselor Carolyn Buschjost responded State Statute provides for this board and outlines the makeup of the board. They believe it actually references there is representation from those groups on the board. Mr. Butz and Ms. Buschjost said they would double check the Statute, but typically, the Statute would consider the conflict of interest issue.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4235: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, THE SECOND AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE PHELPS COUNTY EMERGENCY SERVICES BOARD DATED NOVEMBER 15, 2010, PERTAINING TO ENHANCED 911 COMMUNICATIONS AND EMERGENCY DISPATCH SERVICES. A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Miller, Bowe, Woolley, Williams, Hines, Jung, Meusch, Jordan, Morris, Long, and Eudaly. Nays: None. Absent; Crowell. Motion carried. The ordinance passed.

(B) Ordinance Authorizing the Mayor to Enter Into a Contract with Gerstner Electric, Inc., for Project 369 – Signal Operational Improvements: Public Works Director Steve Hargis recalled in September the Council awarded the bid to Gerstner Electric, Inc., for Project 369, which would provide battery backup for all signals in the city. This project is 80% funded by Federal funds, which are administered by the Missouri Department of Transportation (MoDOT). MoDOT needed to concur with that award and has done so. Mr. Hargis asked the Council to consider the final reading of the subject ordinance, which authorizes the Mayor to enter into that contract.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4236: 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
III. OLD BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Enter Into a Contract with Gerstner Electric, Inc., for Project 369 – Signal Operational Improvements (continued):

CITY OF ROLLA, MISSOURI, AND GERSTNER ELECTRIC, INC. FOR PROJECT 369. A motion was made by Williams and seconded by Jordan to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Williams, Jordan, Jung, Eudaly, Woolley, Miller, Bowe, Meusch, Long, Morris, and Hines. Nays; None. Absent; Crowell. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Motion Authorizing the Closing of Certain Streets During the October 24 Downtown Arts and Crafts Festival: Public Works Director Steve Hargis asked the Council to consider the closing of Pine Street from Sixth Street to Tenth Street, and Ninth Street from Pine Street to Elm Street during the October 24 Downtown Arts and Crafts Festival. The streets would be closed from 6 a.m. to 5 p.m. A motion was made by Eudaly and seconded by Morris to close the requested streets on Saturday, October 24, 2015, from 6 a.m. to 5 p.m. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(B) Ordinance Approving the Resubdivision of Lots 1 & 2, Block 4 Townsend Addition (Rome): Community Development Director John Petersen told the Council the applicant has requested the resubdivision of Lots 1 and 2 in Block 4 of the Townsend Addition by removing certain interior lots lines and by establishing Spring Avenue Addition. He reported the Planning and Zoning Commission recommends approval of the subject subdivision.

Councilman Steven Jung commented he lives about a block from the subject property and is familiar with the traffic flow through the area. He said when the University is in session, vehicles are parked on both sides of the streets for many blocks. Mr. Jung emphasized his concern is not with the subject request, rather the difficulty and danger of residents backing out of their driveways onto the street where vehicles are parked on both sides. Mr. Jung suggested the City might look at ways to try to reduce the number of vehicles on the street so the residents can actually use the street in a safe manner.

Mayor Magdits suggested City Administrator John Butz and Public Works Director Steve Hargis review the area and come back with suggestions.

OCTOBER 19, 2015
COUNCIL MEETING MINUTES
OCTOBER 19, 2015
PAGE 5

IV. NEW BUSINESS (continued)

(B) Ordinance Approving the Resubdivision of Lots 1 & 2, Block 4 Townsend Addition (Rome) (continued): Mr. Petersen added the applicant has requested the Council consider the first and final readings of the subject ordinance.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4237: AN ORDINANCE APPROVING THE RESUBDIVISION OF A MINOR SUBDIVISION, LOCATED AT 803 W. 13TH STREET INCLUDING lots 1 & 2 AND A FRACTIONAL PART OF A VACATED ALLEY IN BLOCK 4 OF THE TOWNSEND ADDITION TO THE CITY OF ROLLA, PHELPS COUNTY, MISSOURI. (ROME). A motion was made by Eudaly and seconded by Morris to suspend the rules and the ordinance be read for its final reading, by title. A hand count on the motion showed seven ayes, four nays, and one absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Bowe, Woolley, Miller, Williams, Hines, Long, Meusch, Jordan, Morris, Eudaly, and Jung. Nays; None. Absent; Crowell. Motion carried. The ordinance passed.

(C) Resolution Authorizing the Mayor to Execute a Quit Claim Deed on Vacated Property at Elm Street and Bishop Avenue: City Administrator John Butz briefed the Council on the history of the subject property. He explained in 2007 the Council approved an ordinance to vacate a .04-acre piece of surplus right-of-way on Elm Street at Bishop Avenue to construct a Starbucks. However, the project did not occur. Mr. Butz informed the Council a new project has surfaced and the street vacation surfaced during the title work. During the title work, it was noticed the .04-acre parcel was conveyed in some strange language giving the appearance the former ownership group had a claim to the property. Mr. Butz said the City has been asked to clarify the City’s intent via the proposed quitclaim deed. He noted he took an attempt to add a clause about a utility easement. City Counselor Carolyn Buschjost has suggested the quitclaim deed be amended by clarifying the wording on preserving a utility easement over the same parcel.

City Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title, as amended. RESOLUTION NO. 1846: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A QUIT CLAIM DEED BETWEEN THE CITY OF ROLLA, MISSOURI, AND GENE A. MCFARLAND AND LINDA S. MCFARLAND, TRUSTEES UNDER TRUST

OCTOBER 19, 2015
IV. NEW BUSINESS (continued)

(C) Resolution Authorizing the Mayor to Execute a Quit Claim Deed on Vacated Property at Elm Street and Bishop Avenue (continued): AGREEMENT OF GENE A. MCFARLAND AND LINDA S. MCFARLAND DATED DECEMBER 1, 2001; AND MARY HELEN STOLTZ, ON VACATED PROPERTY AT ELM STREET AND BISHOP AVENUE. A motion was made by Williams and seconded by Eudaly to approve the proposed resolution with the clarification of the language for the utility easement. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(D) Review of MoveRolla TDD Strategy Resolution: City Administrator John Butz reported it will take between six and eight months to put in place the Transportation Development District (TDD) and the Tax Increment Financing (TIF) that ultimately will support not only the Westside Market Place development but help take care of major primary transportation improvements throughout the community. He told the Council staff plans to request formal action on the subject resolution during the November 2, 2015, Council meeting, which would initiate those processes. Mr. Butz referred the Council to the preliminary resolution and the petition that would ultimately be filed in the court before the point of having the election on the TDD.

Public Works Director Steve Hargis then provided an overview of the key elements of the transportation improvements, which involves Kingshighway, Highway 72 extension, and the Westside Market Place frontage roads. He referred the Council to their copy of the “MoveRolla Transportation Strategy” report for more detail.

Councilman Crowell entered the meeting at approximately 6:59 p.m.

After discussion, Mr. Butz said representatives from GilmoreBell would be at the next Council meeting to talk about the details of filing the petition and the election ordinance.

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding the Purchase of GPS Survey Equipment: Public Works Director Steve Hargis stated staff is recommending the purchase, through State bid, a Trimble R8S GPS surveying unit. He noted the total price of the unit, with accessories, is $23,833.58. Mr. Hargis told the Council staff proposes to make this part of a planned lease/purchase on several pieces of equipment, including three dump trucks and a
V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding the Purchase of GPS Survey Equipment (continued): backhoe. The cost for this unit would be split among the following departments: Engineering Department 20%, Street Department 40%, and Sewer Department 40%. Mr. Hargis said this unit is primarily used for construction surveying in public improvements. Staff recommends selling the current unit through GovDeals.com.

A motion was made by Williams and seconded by Eudaly to authorize the purchase of a Trimble R8S GPS surveying unit from Seiler Geospatial Division, St. Louis, Missouri for $23,833.58 and surplus the current unit on GovDeals.com. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

(B) Motion Awarding Bid for One 20 Cubic-Yard Refuse Truck: Environmental Services Director Brady Wilson asked the Council to consider awarding the bid for a 2016 Freightliner with a Loadmaster body to Truck Component Services (TCS) of Strafford, Missouri $141,435. He informed the Council this unit would replace the oldest truck in the fleet. Mr. Wilson said staff recommends selling the used truck on GovDeals.com, following receipt of the new unit. After a brief discussion, a motion was made by Williams and seconded by Long to award the bid for a new refuse truck to TCS, Strafford, Missouri, for a 2016 Freightliner with Loadmaster body for $141,435 and surplus the oldest truck on GovDeals.com. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

VI. MAYOR/CITY COUNCIL COMMENTS

None.

VII. CITIZEN COMMUNICATION

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

(1) Mr. Tom Sager, 8 Laird Avenue, Rolla, Missouri, mentioned he sent the Council an e-mail with a link to the Buehler Park newsletter.

Mr. Sager then showed the Council a few photos of Buehler Park, the flowering dogwood trees he planted, and folks cleaning up the park.

OCTOBER 19, 2015
VII. CITIZEN COMMUNICATION (continued)

(A) Open Citizen Communication (continued):

(1 continued): Mayor Magdits thanked Mr. Sager for taking care of the trees though the drought.

(2) Ms. Diane Block, 1004 Vista Drive, said she appreciates everyone who has listened to their comments about their neighborhood and who are taking under advisement what is the best thing to do is for the neighborhood. She said she sincerely hopes it turns out well for everyone involved.

(3) Ms. Madison Wooley representing the Kappa Delta chapter on the Missouri S&T Campus invited the Council and public to an event they are sponsoring called the Amazing Shamrock Race. She said it is a family-friendly event and will be held on October 31 from 11 a.m. to 3 p.m. Ms. Wooley said it is similar to the Amazing Race and begins at the Missouri S&T Puck on campus and will go through campus as well as downtown Rolla.

No one else present addressed the Council.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

None.

IX. CLOSED SESSION

A motion was made by Eudaly and seconded by Long to adjourn into closed session pursuant to 610.021 RSMo. to discuss real estate. A roll call vote on the motion showed the following: Ayes: Meusch, Eudaly, Jung, Hines, Woolley, Miller, Bowe, Crowell, Long, Jordan, Morris, and Williams. Nays: None. Absent: None. Motion carried.

The Council adjourned into Closed Session at approximately 7:33 p.m.

X. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 7:48 p.m.

City Counselor Carolyn Buschjost reported that during Closed Session, the Council discussed a matter of real estate and no final decision was made.
XI. ADJOURNMENT

Having no further business, the meeting adjourned at 7:49 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

_________________________  ___________________________
CITY CLERK                  MAYOR
# MATERIALS COLLECTED & SHIPPED

FROM RECYCLING CENTER  
(Based on Calendar Year)

<table>
<thead>
<tr>
<th>Material</th>
<th>Sep 2015</th>
<th>Aug 2015</th>
<th>Sep 2014</th>
<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardboard</td>
<td>125.7 ton</td>
<td>128.0 ton</td>
<td>131.6 ton</td>
<td>1,111.9 ton</td>
<td>1,123.3 ton</td>
<td>1,516.0 ton</td>
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<td>Newspaper</td>
<td>21.5 ton</td>
<td>20.0 ton</td>
<td>44.8 ton</td>
<td>335.1 ton</td>
<td>354.9 ton</td>
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<td>High Grade Paper</td>
<td>0.0 ton</td>
<td>40.0 ton</td>
<td>40.6 ton</td>
<td>228.1 ton</td>
<td>276.1 ton</td>
<td>341.6 ton</td>
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<td>Aluminum</td>
<td>0.0 ton</td>
<td>3.3 ton</td>
<td>1.6 ton</td>
<td>8.4 ton</td>
<td>8.5 ton</td>
<td>10.7 ton</td>
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<tr>
<td>Tin/Steel Cans</td>
<td>4.0 ton</td>
<td>3.5 ton</td>
<td>5.9 ton</td>
<td>43.3 ton</td>
<td>50.3 ton</td>
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<td>Plastic</td>
<td>10.0 ton</td>
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<td>109.7 ton</td>
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<td>Glass</td>
<td>40.6 ton</td>
<td>19.4 ton</td>
<td>23.8 ton</td>
<td>189.4 ton</td>
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<td>Batteries</td>
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<td>Electronic Waste</td>
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<td><strong>TOTAL</strong></td>
<td><strong>205.4 ton</strong></td>
<td><strong>230.1 ton</strong></td>
<td><strong>252.0 ton</strong></td>
<td><strong>2,065.2 ton</strong></td>
<td><strong>2,094.3 ton</strong></td>
<td><strong>2,764.5 ton</strong></td>
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## SERVICES PROVIDED

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<th>Type of Service</th>
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<th>Sep 2014</th>
<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
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<td>Special Pick-ups</td>
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<td>77</td>
<td>68</td>
<td>732</td>
<td>752</td>
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<td>Paper Shredding</td>
<td>5.0 hours</td>
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<td>24</td>
<td>415</td>
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<td>Households Dropping Off Hazardous Waste</td>
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<td>76</td>
<td>74</td>
<td>669</td>
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## DISPOSAL TONNAGE

(Sanitation Division)

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<th>Sep 2014</th>
<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
<th>Yearly Total 2014</th>
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<td>Refuse</td>
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<td>Abandoned/Recovered Prop</td>
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<td>Accident - Private Property</td>
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<td>Destruction of Property</td>
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<td>11</td>
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<td>Disturbance - Other</td>
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<td>Domestic Violence</td>
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<td>Escort - Bank</td>
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3239

September 2015

Part I Crimes

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<tr>
<th></th>
<th>Murder</th>
<th>Rape</th>
<th>Robbery</th>
<th>Felonious Assault</th>
<th>Burglary</th>
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## ANIMAL CONTROL MONTHLY TOTALS

### September 2015

#### ANIMALS IMPOUNDED

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<tr>
<th>Location</th>
<th>Canine</th>
<th>Feline</th>
<th>Other Domestic</th>
<th>Wildlife</th>
<th>Monthly Total</th>
<th>2015 YTD Total</th>
<th>2014 YTD Total</th>
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<td>City of Rolla</td>
<td>19</td>
<td>19</td>
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<td>12</td>
<td>53</td>
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<td>Ft. Leonard Wood</td>
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<td>155</td>
<td>7</td>
<td>45</td>
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**Total Phelps County**  | 3      | 6      | 0              | 0        | 9             | 48             | 47             |

#### ANIMAL DISPOSITION

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<tr>
<th>Category</th>
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<th>Wildlife</th>
<th>Monthly Total</th>
<th>2015 YTD Total</th>
<th>2014 YTD Total</th>
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<td>0</td>
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<td><strong>Monthly Total</strong></td>
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<td><strong>2015 YTD Total</strong></td>
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<td>161</td>
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<td>88</td>
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<td>562</td>
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<td>151</td>
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#### ADDITIONAL STATISTICS

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<th>2014 YTD Total</th>
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<td>Adoption Rate (① + ④)/((①+②+③))</td>
<td>100.00%</td>
<td>94.81%</td>
<td>97.67%</td>
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<tr>
<td>Total Incinerator Hours</td>
<td>53</td>
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FINANCIAL STATEMENT  
SEPTEMBER 2015

RECEIPTS:
- Electric, Water, Tax, Sewer and Refuse Charge: $3,045,720.50
- Accounts Receivable - Miscellaneous: $23,357.27
- Customer's Deposits - Refundable: $42,987.50
- Misc Non-Operating Revenue: $28,880.10

Total Receipts: $3,140,975.37

Super-Now Account Interest (August 31, 2015): $81.83
Electronic Payment Account Interest (August 31, 2015): $39.34
Public Utility Cash In Bank (August 31, 2015): $24,026,833.04

Total Receipts and Cash In Bank: $27,777,199.27

DISBURSEMENTS:
- Power Purchased: $1,675,070.59
- Operating Expenses: $102,988.44
- Administrative and General Expenses: $156,791.77
- Payroll: $156,305.68
- Electric and Water Capital Expenditures: $193,334.98
- Stock Purchases (Inventory): $293,343.19
- Balance of Customer's Deposits after Finals: $17,192.95
- Medical, Dental, Vision and Life Insurance Paid by Employees: $15,586.11
- U.S. Withholding Tax: $24,893.52
- Missouri Dept. of Revenue (Sales Tax): $48,732.08
- Missouri Dept. of Revenue (Income Tax): $8,800.00
- Phelps County Bank (Social Security): $33,145.22
- Sewer Service Charge: $270,625.48
- Refuse Service Charge: $177,409.17
- Purchase U.S. Treasury Bill / Certificates of Deposit: $0.00
- Unclaimed Deposits: $0.00
- PILOT to City of Rolla: $125,457.76
- Standpipes Lease/Purchase: $4,602.61
- Electric Power Supply Infrastructure Lease/Purchase: $91,174.12
- Deposit Refund: $0.00
- Primacy Fees: $0.00
- Void Checks: $0.00

Total Disbursements: $3,133,184.10

Cash in Bank (September 30, 2015): $24,864,015.14

Total Disbursements and Cash In Bank: $27,777,199.27

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:
- Central Federal Savings & Loan, Check #1197 for $1,998.77: $2,000.00
- Citizens Bank of Newburg, Check #1197 for $902.69: $2,460.19
- Phelps Co Bank-Electronic Payment Account, Check #1061 for $172,212.66: $26,916.72
- Phelps Co Bank-Money Market: $431,010.32
- Phelps Co Bank-Super Now, Checks #23011 thru #23103 for $3,133,184.13: $3,026,311.28
- Town & Country Bank, Check #1167 for $3,352.98: $2,054.63
- Regions Bank, Check #1199 for $1,241.00: $2,000.00

Total Public Utility Accounts: $7,380,753.14

ELECTRIC RESERVES:
- Certificates of Deposit: $0.00
- Money Market Account: $14,726,995.00
- U.S. Treasury Bills: $0.00

Total Electric Reserves: $14,726,995.00

WATER RESERVES:
- Certificates of Deposit: $0.00
- Money Market Account: $2,536,267.00
- U.S. Treasury Bills: $0.00

Total Water Reserves: $2,536,267.00

TOTAL RESERVES: $17,263,262.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES: $24,864,015.14
### Statistics
#### September 2015

**Production**
- Date of Demand: 09/03/2015
- Time of Demand: 04:35 PM
- Scaca Demand: 53,310.0
- kWh Purchased: 24,394.152
- Total Cost: $1,724,888.73
- Cost per kWh: 0.070709
- Load Factor: 63.7%

- Pumped #2 Well: 7,176,000
- Pumped #3 Well: 0
- Pumped #4 Well: 3,977,000
- Pumped #5 Well: 2,948,000
- Pumped #6 Well: 2,887,000
- Pumped #7 Well: 12,410,000
- Pumped #8 Well: 2,510,000
- Pumped #9 Well: 4,945,000
- Pumped #10 Well: 3,290,000
- Pumped #11 Well: 6,023,000
- Pumped #12 Well: 3,335,000
- Pumped #13 Well: 4,088,000
- Pumped #14 Well: 0
- Pumped #15 Well: 3,161,000
- Pumped #16 Well: 4,810,000
- Pumped #17 Well: 4,587,000
- Pumped # 1 Ind Park Well: 2,219,000
- Pumped # 2 Ind Park Well: 2,448,000
- Total Gallons: 70,814,000

**Electric Sales**
- Residential kWh: 6,986,417
- Commercial - Single Phase kWh: 1,393,505
- Commercial - Three Phase kWh: 2,653,650
- Power Service kWh: 6,862,120
- Industrial kWh: 4,934,800
- Area/Street Lighting kWh: 69,040
- Rental Lights kWh: 96,617
- Total kWh Sold: 23,026,149
- Demand kW: 27,563
- Revenue: $2,196,926.32
- Monthly Loss: 5.61%
- Fiscal Year to Date: 6.91%

**Water Sales**
- Residential Gallons: 27,855,000
- Commercial - Single Phase Gallons: 6,510,000
- Commercial - Three Phase Gallons: 4,142,000
- Power Service Gallons: 11,804,000
- Industrial Gallons: 130,000
- Missouri S&T Gallons: 4,350,000
- PWSD #2 Gallons: 1,292,000
- Total Gallons Sold: 56,083,000
- Revenue: $235,248.43
- Pumping Cost, Electric: $25,761.79
- Monthly Unidentified Loss: 17.34%
- Fiscal Year to Date Unidentified Loss: 13.33%

**Meters in Service**

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<thead>
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<th>Meters in Service</th>
<th>Electric</th>
<th>Water</th>
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<td>Residential</td>
<td>7,685</td>
<td>6,314</td>
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<td>Commercial - Single Phase</td>
<td>954</td>
<td>504</td>
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<tr>
<td>Commercial - Three Phase</td>
<td>445</td>
<td>242</td>
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<td>Power Service</td>
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<td>123</td>
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<td>Industrial</td>
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<td>1</td>
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<td>Area/Street Lighting</td>
<td>41</td>
<td>7</td>
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<td>Missouri S&amp;T</td>
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<td>5</td>
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<tr>
<td>PWSD #2</td>
<td>416</td>
<td>418</td>
</tr>
<tr>
<td>Total</td>
<td>9,262</td>
<td>7,614</td>
</tr>
</tbody>
</table>

* Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 2,452,903 gallons per water main flushing records.
*** FY loss includes 57,107,585 gallons per water main flushing records.
OPERATION MANAGER'S REPORT

ELECTRIC DEPARTMENT

(E1) Claire Court PUD
  E Highway
  - Underground 12kV distribution system installation
    Started, May 5, 2015
    Completed, October 8, 2015

(E2) Industrial-Grove Substations
  - New three-phase 12 kV overhead distribution tie-line
    Started, June 5, 2015
    Ongoing

(E3) Downtown North Substation
  - Replace (2) existing underground feeder circuits
    Started, June 8, 2015
    Ongoing

(E4) Delbert Day Cancer Institute
  PCRMC Campus
  - Three-phase switchgear, underground distribution,
    transformer, underground primary and meter installation
    Started, August 13, 2015
    Ongoing

(E5) Holloway Substation
  (south-east feeder circuit)
  - Rebuild existing 4kV three-phase overhead distribution
    system and replace underground feeder circuit
    Started, September 9, 2015
    Ongoing

(E6) 1350 Forum Drive
  Price Choppers
  (new store)
  - New pole, underground primary, transformer and meter
    installation
    Started, October 2, 2015
    Completed, October 22, 2015

(E7) 1006 Kingshighway
  S&T Energetics Research Facility
  (new building)
  - New pole, underground primary, transformer and meter
    installation
    Started, October 8, 2015
    Ongoing

POWER PRODUCTION

MoPEP (2015) Capacity Test
  and 4th quarter unit exercise
  - Units EP-01 thru EP-17: 90,105 kWh
    Capacity test results: 34MW
    September 18, 2015

WATER DEPARTMENT

(W1) Foxcreek Road, Old English Road and
  Whitehall Road
  - Replace existing 4",6" & 8" ductile iron water main with 8" PVC
    Started, September 1, 2015
    Ongoing

(W2) 1800 Highway 72
  - (1) 1" water tap
    Completed, October 15, 2015

(W3) 1216 Soest Road
  - (1) 1" water tap
    Completed, October 15, 2015

MISCELLANEOUS

(1) Line Clearance Arborist Certification
  Workshop by ACRT
  Rolla, MO
  September 28 - October 2, 2015
  - Attended by: Jeremy Brown
    Larry Moreland
    Jay Roberts
  - Transformer oil testing and analysis
    by United Power Services, Inc.
    Samples taken, October 1-2, 2015
    Results pending

IV. D. 3.
MISCELLANEOUS  (continued)

(3) Electric Meter School  
by University of Arkansas  
Fayetteville, AR  
October 6-8, 2015  
- Attended by: Steve Campbell

(4) Safety & Productivity Workshop  
Sponsored by SMC  
(PLC Systems/Automation Controls)  
Springfield, MO  
October 7, 2015  
- Attended by: Nathan Randolph  
  Eric Seest

(5) RMU Personnel  
- Chris Bell, Labor I  
  Resigned, October, 18, 2015
REGULAR SESSION - September 22, 2015
Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m.

The meeting was called to order at 4:34 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

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

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

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

   * * * * *

I. APPROVAL OF MINUTES
Williams made a motion, seconded by Crump, the minutes of the Regular and Executive sessions from the August 25, 2015 Board meeting be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS
A. BUSINESS/FINANCE MANAGER'S REPORT (Roberts)
   1. Roberts reviewed the Statement of Income & Expenses, reporting the following comparisons:
      Month-to-Date August 2015 and August 2014
      • Operating Income increased $150,108; Purchased Power expense decreased $238,090; Operating Expenses decreased $235,186, resulting in a Total Operating Income of $328,870.29 which showed an increase of $385,294; Other Income increased $4,210. Net Income for August 2015 was $369,694.13, an increase of $389,504 in comparison to August 2014.
      Year-to-Date (YTD) Fiscal Year (FY) 2015 and FY2014
      • Operating Income decreased $124,248; Purchased Power expense decreased $1,345,811; Operating Expenses decreased $1,319,270, resulting in a Total Operating Income of $203,757.60, an increase of $1,195,022. Other Income decreased $43,644, resulting in a Net Income YTD of $679,873.50, an increase of $1,151,378 compared to the same time period last year.
   2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for August 2015 which included the following public utility account checks and transfers:
      Public utility checks Phelps Co Bank - Super Now, Checks #22910-23010
      Phelps Co Bank - Electronic Pmt Acct, Check #1060
      Transfer of funds Central Federal Savings & Loan, Check #1196
      Citizens Bank, Check #1196
      Regions Bank, Check #1188
      Town & Country Bank, Check #1196

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

B. STAFF ENGINEER'S REPORT (Cason)
   1. Updates on:
      a. Development Review Committee meeting. Cason reported there were two items discussed at the meeting held on August 25th:
         • Family Entertainment and Recreation Complex (Barrack): RMU had no comments.
         • Happy Jack Subdivision (Frost): RMU requested a 10' utility easement along Rolla Street (west) side of Lots 1 and 2.
      b. Contract Work: Cason reported on the following:
         • Wellhouse for Well #14 has been completed.
         • Water Leak Survey has been completed with RMU waiting for ADS to submit final reports. Cason stated there were no significant leaks found since last month's Board meeting.
         • Water Service Line Replacement began on September 15th and was completed today.
      c. Contractor Mains.
         • No additional progress by Maggi on the installation of new water mains at Hy Point Industrial Park West for RCDC.
         • The main at Claire Court PUD has been partially filled by Maggi. A valve stand was covered and is currently inaccessible. Cason stated this will need to be corrected.

   IV. E. I.
• The water main extension for the new Price Chopper in Forum Plaza has been completed.
• The water main extension for the new MS&T residence hall has begun.

2. **Miscellaneous**. Cason reported the following:
   a. **MoDNR Supervised Program**. The renewal application for the MoDNR Supervised Program (five year cycle) is being prepared. Once approved, RMU will continue to be allowed to design and construct water mains in Rolla without individual project permitting.
   b. **MS&T property on Bridge School Rd.** Cason reported that, on behalf of MS&T, Integrity Engineering has made a request for water service on their Bridge School Road property in which an experimental mine is located. (A hand-out was provided showing the area being discussed.) City staff suggested MS&T submit a request to the City for annexation for only the portion of this property that will contain a new building to be constructed. RMU’s Annexation Policy requires the total property must be annexed into the City before electric and/or water service will be provided. Bourne stated this has proven to be a good policy over the years, however it was up to the Board if an exception should be made. It was the consensus of the Board to continue the policy where property should be annexed into Rolla city limits prior to RMU providing water service.

C. **OPERATION MANAGER’S REPORT** (T. Parker)

1. **Update on current RMU projects**

   **ELECTRIC DEPARTMENT** -
   (E1) Hy Point Industrial Park. Fiber optic cable and communications installation. Started, October 17, 2014; Ongoing.
   (E5) Downtown North Substation. Replace two (2) existing underground feeder circuits. Started, June 8, 2015; Ongoing.
   (E6) 120-122 West 8th Street, Alex Pizza Parlor. New three-phase primary overhead, transformer, and meter installation. Started August 1, 2015; Completed August 25th.
   (E7) Delbert Day Cancer Institute. PCRMc campus. Three-phase switchgear, underground distribution, transformer, underground primary and meter installation. Started August 13, 2015; Ongoing.
   (E8) Holloway Substation, (southeast feeder circuit). Rebuild existing 4kV three-phase overhead distribution system and replace underground feeder circuit. Started September 9, 2015; Ongoing.

   **POWER PRODUCTION DEPARTMENT** -
   MoPEP (2015) Capacity Test and 3rd quarter unit exercise. Units EP-01 thru EP-17: 49,541 kWh. Capacity testing is required every three years. Generated on September 15, 2015; Completed September 18th. Parker stated the 34MW test was successful.

   **WATER DEPARTMENT** -
   (W1) Greentree Road, from 10th Street to Whitney Lane. Replace existing 6” ductile iron water main with 8” PVC; Installed 120 ft. of 6” PVC, 1140 ft. of 8” PVC, and (2) fire hydrants. Started, June 18, 2015; Completed August 26th.
   (W2) Foxcreek Road, Old English and Whitehall Roads. Replace existing 4”, 6”, and 8” ductile iron water main with 8” PVC. Started September 1, 2015; Ongoing.
   (W3) 1102 North Pine Street. (2) 4” water taps. Completed September 9, 2015.
   (W4) 850 University Drive, MS&T student residential bldg (new). (1) 8” water tap. Completed September 14, 2015.

   **MISCHELLEANEOUS** -
   (1) **RMU Personnel**. Laborer I Beau Brown resigned September 1, 2015. Parker stated RMU is currently in the process of filling this position.
   (2) **MPUA Apprentice Lineman Training**. Kansas City, MO, September 2-3, 2015. RMU’s Apprentice Lineman Tom Carroll, Jeshin Cato, and Josh McBride attended.

   Parker reported that the pump test results on Hy Point Well #3 were as expected. Installation of the column and pump will begin. He will report to the Board at their next regular meeting the final cost.

D. **GENERAL MANAGER’S REPORT** (R. Bourne)

1. **MC Power solar project update**. On Friday, MC Power made an offer on a site located in Rolla’s industrial Park which will put the solar project with in city limits. The legal review process has begun again on the interconnect agreement.

2. **MPUA conference**
   • Solar projects. MJMEUC has authorized MC Power for five additional solar projects for the MoPEP pool at terms better or equal to the current terms. MoPEP to decide if they have a need for additional solar facilities.

\[\text{\textit{IT E2}}\]
• **MoPEP peak.** On July 28th, MoPEP peaked. RMU’s peak on that day was 56 MW. This is down from 58MW currently being billed. RMU usually hits the highest peaks in the winter.

• **MJMEUC power scheduling.** The Commission is now scheduling power full time (24/7). In the past, Westar (Kansas) managed the scheduling at night and on weekends. By managing this internally, MJMEUC will be looking for ways to save money.

• **Model pole attachment agreement.** MPUA is creating a pole attachment agreement to be used as a model by members.

• **Overview of the Clean Power Plan.** A presentation of the same was made at the conference which discussed the changes from the draft plan. In the final Plan, natural gas will no longer be considered a transition fuel. The Plan is gearing states to chose the mass-based implementation plan which has a hard cap in regard to CO2 emissions. Missouri’s plan must be enacted by September 2018. In order to get through the approval process, the state’s plan has to be complete by March of 2017. Investor-owners, co-ops, and municipals all need to be onboard. It is anticipated that a Supreme Court hearing will be held in 2019 or 2020. Bourne stated rates will increase but if the state plan is developed/approved, it will not be clear as to the rate impacts. The Midwest will be effected more than other areas since 75-80% of power comes from coal.

V. **OLD BUSINESS** *(Bourne)*

1. **Agreements related to employee insurance benefits.** The start date of the new insurance program was delayed until November 1, 2015 to allow RMU to complete the review of agreements and provide proper notice to our current carriers. Bourne reported that legal has reviewed both the Group Benefit Services’ (GBS) Administrative Services Agreement and Phelps County Regional Medical Center Incorporated’s (PCRMC) Direct Services Agreement. HealthLink and CVS’s agreements are still in the review process and will be presented at a Special Board Meeting. Bourne assured the Board that if the GBS and PCRMC agreements are approved, he would retain both until the other agreements are approved before giving to GBS. Showalter made a motion, seconded by Williams, authorizing the General Manager to execute the GBS and PCRMC agreements as presented. Crump abstained himself from voting due to his association with PCRMC. Motion passed with three votes. (Barrack, Williams & Showalter)

VI. **NEW BUSINESS** *(Roberts)*

1. **Policy revisions - Cash/Collection/Investment and Purchasing**

Roberts stated the Cash/Collection/Investment Policy was revised to reflect, in writing, how RMU currently operates in regard to handling credit card information, and to be in compliance with regulations. The revision to RMU’s Purchasing Policy was the inclusion of how staff is to utilize company credit cards. Williams made a motion, seconded by Showalter, to approve the policy revisions as presented effective immediately. Motion passed unanimously.

VII. **EXECUTIVE SESSION** *(None)*

VIII. **ADJOURNMENT**

With no further business appearing, Showalter made a motion, seconded by Williams, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:22 p.m.

*The Board’s next meeting is scheduled for Tuesday, October 27, 2015 at 4:30 p.m.*
REGULAR SESSION - October 7, 2015
~ Meeting was held in the Board Room at RMU’s Tucker Professional Center at 8:30 a.m. ~

The meeting was called to order at 8:30 a.m. by Rolla Board of Public Works (“RBPW” or “Board”) President Nick Barrack presiding. The following were present:

Board members: Vice President Albert Crump Jr. (phone)
Vice Secretary Dr. Wm. Eric Showalter

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

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

* * * * *

I. OLD BUSINESS (Bourne)

In regard to employee benefits, the following agreements were presented to the Board: Caremark’s Appeals Program, Addendum to Agreement; HealthLink’s Health Services Agreement and Rider to Health Services Agreement. Bourne reported these agreements were reviewed by legal and if approved, will complete the necessary documents for health, dental, life, and vision benefits under RMU’s new third party adjustor Group Benefit Services, Incorporated. (Effective enrollment date, November 1, 2015) Showalter made a motion, seconded by Barrack, authorizing RMU’s General Manager to execute the agreements as presented. Crump abstained due to his relationship with Phelps County Regional Medical Center. Motion passed with two votes and one abstention.

II. EXECUTIVE SESSION (None)

III. ADJOURNMENT

With no further business appearing, Showalter made a motion, seconded by Crump, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 8:35 a.m.

Nicholas Barrack, President
Dr. Wm. E. Showalter, Vice Secretary

The Board’s next meeting is scheduled for Tuesday, October 27, 2015 at 4:30 p.m.
DEVELOPMENT REVIEW COMMITTEE MEETING MINUTES
CITY COUNCIL CHAMBERS, 901 NORTH ELM STREET
TUESDAY SEPTEMBER 29, 1:30 P.M.

MEMBERS AND OTHERS IN ATTENDANCE:

Everett Briggs, Public Works
Jack Mentink, Integrity Eng Inc
Sylvester Furse, Archer-Elgin
Darin Pryor, Public Works

John Petersen, Com. Dev.
Vicki Cason, RMU
David Forshee, Public Works
Roben Griggs

The following item was discussed:

Old Business:

Happy Jack’s Re-Subdivision was approved by City Council last meeting so next is to propose the rezoning to the Planning and Zoning Committee on October 13, 2015.

New Business:

1. Request to rezone all of 911 South Rolla Street, consisting of three lots of the Happy Jack’s Subdivision, part of the Northeast Quarter of the Southwest Quarter of Section 14 Rolla, Missouri, from RR(Rural Residential District) to R -1 (Single Family District).

   a. Mr. Petersen reviewed the purpose of the rezoning to allow Mr. Frost future development of this property.
   b. RMU submitted their Memo showing no comments.

2. Request to consider the Final Plat of the Spring Avenue Addition, a Minor Subdivision, being a re-subdivision of Lots 1 and 2 in Block 4 of the Townsend Addition to the City of Rolla, Missouri.

   a. Mr. Petersen opened the discussion of the Spring Avenue Addition (Rome).
b. RMU submitted a request for a 7.5' easement along the eastern property line. The easement was granted.

c. Everett Briggs presented the existence of the Alley is considered vacated therefore, proposed that part of the Alley should be part of the subdivision. Suggested that the driveway be widen. The easement was granted.

3. **Annexation Petition and Sewer Use Agreement with MS&T, Mining Operation Class Room, located near Bridge School Road.**

   a. Mr. Petersen explained that this will not be annexed, sold or subdivided.
   b. Sylvester Furse explained by code the Annexation Petition and Sewer Use Agreement. It will not be annexed at this time. This is the only way to serve sewer to that area. The only way to present a Sewer Use Agreement to the City Council for their approval is with the voluntary Annex Agreement.
MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY OCTOBER 13, 2015, 5:30 P.M.

Presiding: Don Brown, Chairperson

Commission Members Present: Robert Anderson, Monte Shields, Russell Schmidt and Steven Shields

Commission Members Absent: Paul Stigall, Matt Miller, Janece Martin and Jack Morris

City Officials in Attendance: Community Development Director John Petersen and Robert Griggs.

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

I. APPROVAL OF MINUTES
The September 8, 2015 minutes were approved.

II. REPORT ON CITY COUNCIL ACTIONS
Mr. Petersen reported on the actions from the September 8, 2015 City Council Meeting.

III. PUBLIC HEARING
Public hearing to request to rezone all of 911 South Rolla Street consisting of three lots of the Happy Jack’s Subdivision, part of the Northeast Quarter of the Southwest Quarter of Section 14 Rolla, Missouri from RR (Rural Residential District) zoning to R-1 (Single Family District) zoning.

Mr. Petersen explained the purpose of rezoning this particular lot from RR to R-1. He presented Mr. Frost request that would allow another single housing unit in compatible size to the existing lot. A comment was presented by Mr. Brown that this would make no real changes to the area to which both agreed.

Mr. Brown opened the public hearing to anyone wishing to address the Commission regarding the proposed Public Hearing. No one present responded. Mr. Brown closed the public hearing.

After a brief discussion among the Planning and Zoning Commission members, a motion was made.
A motion was made by M. Shields, seconded by S. Shields to recommend that the City Council approve the proposed rezoning of 911 South Rolla Street. The motion was unanimously approved.

IV. NEW BUSINESS

A. Request the Re-subdivision of Lots 1 and 2 in Block 4 of the Townsend Addition by removing certain interior lot lines and by establishing Spring Avenue Addition a Final Plat in Rolla, Missouri

Mr. Petersen presented the proposed request which removes interior lot lines, keep the single family dwelling and allows future development of a duplex. The property was rezone earlier this year to R-2 which meets the requirements.

Mr. Petersen gave recommendation for approval. Mr. Brown opened for any questions and asked about the alley being vacated. Mr. Petersen explained it would reserve a utility easement. Mr. Schmidt asked if there is any room for development in the SW corner in the future. Mr. Petersen responded that development of 1 duplex would be at a maximum for these lots.

After a brief discussion among the Planning and Zoning Commission members, a motion was made.

A motion was made by R. Schmidt, seconded by M. Shields to recommend that the City Council approve the Request to re-subdivide Lots 1 and 2 in Block 4 of the Townsend Addition. The motion was unanimously approved.

After a brief discussion among the Planning and Zoning Commission members, a motion was made.

V. REPORT FROM CHAIRPERSON, COMMITTEES OR STAFF
None

VI. OTHER BUSINESS – CITIZENS COMMENTS
None
Meeting adjourned at 5:46 P.M.

Minutes prepared by Roben Griggs
City of Rolla Fire & Rescue

October Monthly Report

Incidences by Month

- January
- February
- March
- April
- May
- June
- July
- August
- September
- October
- November
- December

Time of Day Responses - October 1st - October 27th

- Midnight - 6 a.m.
- 6 a.m. - Noon
- Noon - 6 p.m.
- 6 p.m. - Midnight

Incidents October 1st - October 27th

- Fire
- Rescue/EMS
- Hazardous Condition
- Service Call
- False Alarms
- Good Intent
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development       ACTION REQUESTED: Final Reading

SUBJECT: Request to rezone all of 911 South Rolla Street consisting of three lots of the
Happy Jack’s Subdivision, part of the Northeast Quarter of the Southwest Quarter of Section 14
Rolla, Missouri. (Frost)

DATE: 11-2-15

GENERAL INFORMATION

CASE #: 8-13-15

OWNER: Jack Frost Properties LLC, 10777 Thompson Drive, Rolla, Missouri, 65401.

LEGAL DESCRIPTION: The following legal description applies to lot 17 in Oak Knoll
Estates Addition being a part of the northeast quarter of the southwest quarter of Section 14,
Township 37, consisting of Lot 1 (.50 acre), Lot 2 (.65 acre) and Lot 3 (1.70 acre) Happy Jack’s
subdivision in Rolla, Missouri, comprising a total 2.85 acres, prepared by and signed by Lortz
Surveying LLC. Dated: July 2015.

LOCATION: Happy Jack’s Subdivision is a largely vacant tract consisting of single residential
housing unit located in the heart of Rolla situated at 911 Rolla Street south of Lariat Lane to the
north. The property is surrounded by single-family detached dwelling units and vacant private
property. The Phelps County account number is 10813, which further defines the location of the
subject property.

ZONING/LOT: The subject property is zoned R-R (Rural Residential District) which requires
individual lots to be at least 40,000 sq. ft. in area before development may occur. The applicant
requested the use of a “Flag Lot” to allow the creations of an additional lot behind the existing
house permit. Rezoning may be required in this instance using the “Flag Lot”.

PUBLIC COMMENT/ISSUES: The Development Review Committee met on September
29, 2015 to review the rezoning request. All the proposed changes have been made as requested
by the Public Works Department and the Rolla Municipal Utilities. All fees will be paid before
the rezoning is resolved and submitted to City Council. All required public improvements, storm
water management, and easement dedication will be satisfied.

CITY ACTION: The Planning and Zoning Commission met on October 13 to review the final
plat and voted unanimously to recommend the re-subdivision to the City Council following
review of the final plat. City Council conducted a public hearing and first reading on October 19,
2015. The final reading is scheduled for November 2, 2015.
APPLICATION FOR REZONING OF REAL ESTATE

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

Applicant's Name: JACK FROST
Phone Number: 573-578-4663
Address: 10777 THOMPSON
E-mail address: HAPPYJACKFROST@GMAIL.COM
Address of subject property: 911 S ROLLA

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

Current zoning is: R R
Proposed zoning is: R-1

Current land use is: R E S I D E N T I A L
Proposed land use is:

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

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

JACK FROST  
Signature

Type or print name

Type or print name

Type or print name

Subscribed and sworn before me this 26 day of August in the year 2015.

LIESE A. WOMACK  
Notary Public
State of Missouri, Phelps County
Commission # 19534975
My Commission Expires Jan 1, 2017

An Equal Opportunity Employer
Request to rezone all of 911 South Rolla Street (#7-13-15) from RR (Rural Residential District) Zoning to R-1 (Single Family District) Zoning (Frost)
ORDINANCE NO. _________

AN ORDINANCE APPROVING THE REZONING OF HAPPY JACK'S SUBDIVISION, LOT 1 THROUGH LOT 3, FROM RR (RURAL RESIDENTIAL DISTRICT) ZONING TO R-1 (SINGLE FAMILY DISTRICT) ZONING, BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 37, PHELPS COUNTY, MISSOURI (FROST).

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

WHEREAS, a public notice was duly published in the Rolla Daily News on September 26-27, 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 October 19, 2015, and;

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 13, 2015, whereas the Planning and Zoning Commission recommended the City Council approve the rezoning of the subject property as proposed by the applicant without conditions, and;

WHEREAS, City Council, during their October 19, 2015 meeting, conducted a public hearing concerning this rezoning and heard the first reading of the subject ordinance. The City Council then conducted a final reading of the subject ordinance on November 2, 2015 and voted to approve the rezoning request made by the applicant, and;

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

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

SECTION 1: That the rezoning of Lots 1 through 3, Happy Jack's Subdivision, from RR (Rural Resident District) zoning, to R-1 (Single Family District) zoning is hereby approved 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 rezoning of Lots 1 through 3 being a part of the northeast quarter of the southwest quarter of Section 14, Township 37, consisting of Lot 1 (.50 acre), Lot 2 (.65 acre) and Lot 3 (1.70 acres) comprising a total 2.85 acres, prepared by and signed by Lortz Surveying LLC, dated: July 2015.

SECTION 3: That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

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

APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor

\[\sqrt{\text{A. 4.}}\]
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance – 1st Reading

ITEM/SUBJECT: Work Release Program with the South Central
Correctional Center

BUDGET APPROPRIATION DATE: 11/02/2015

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

COMMENTARY:

Attached is an ordinance authorizing the Mayor to extend the contract with the
Missouri Department of Corrections, Division of Adult Institutions, South Central
Correctional Center for use of prisoners for labor in the City of Rolla. The eight
individuals are picked up Monday thru Thursday. Four of them go to the Parks
Department and the remaining four work for the Street Department.

The prisoners are used to do manual labor tasks such as cutting grass, clearing
brush and picking up litter on City owned property and parks.

Each prisoner receives approximately $1.00 per hour. Half of that goes to the
prisoner to use in the commissary in the prison and the other half goes into a
savings account for the prisoner which is given to them upon their release.

This has been a very successful program for the last ten years.

Staff recommends passage of the ordinance.
STATE OF MISSOURI
MISSOURI DEPARTMENT OF CORRECTIONS
CONTRACT AMENDMENT

RETURN AMENDMENT NO LATER THAN October 28, 2015 TO:
Beth Lambert, Procurement Officer II
Beth.Lambert@doc.mo.gov
(573) 526-6494 (Phone)
(573) 522-1562 (Fax)
FMU/PURCHASING SECTION
P.O. BOX 236
JEFFERSON CITY, MISSOURI 65102

<table>
<thead>
<tr>
<th>DATE</th>
<th>VENDOR IDENTIFICATION</th>
<th>CONTRACT NUMBER</th>
<th>CONTRACT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 9, 2015</td>
<td>The City of Rolla</td>
<td>Amendment #002</td>
<td>Supervised Work Release Program Agreement</td>
</tr>
<tr>
<td></td>
<td>901 N. Elm St.</td>
<td>W14708095</td>
<td>For South Central Correctional Center</td>
</tr>
</tbody>
</table>

CONTRACT W14708095 IS HEREBY AMENDED AS FOLLOWS:

Pursuant to paragraph 2.1 on page 1, the Missouri Department of Corrections hereby exercises its option to renew the above-referenced contract for the period of March 2, 2016 through February 28, 2017.

All other terms, conditions and provisions of the previous contract period shall remain and apply hereto.

The contractor shall complete, sign, and return this document as acceptance on or before the date indicated above.

IN WITNESS THEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

Company Name: The City of Rolla

Mailing Address: P.O. Box 979

City, State Zip: Rolla, MO 65401

Telephone: (573) 426-6948

E-Mail Address: imagdits@rollacity.org

Authorized Signer's Printed Name and Title: Louis J. Magdits, IV - Mayor

Authorized Signature: __________________________ Date: __________________________

THIS AMENDMENT IS ACCEPTED BY THE MISSOURI DEPARTMENT OF CORRECTIONS AS FOLLOWS: In its entirety.

Dave Dormire, Director, Division of Adult Institutions Date
ORDINANCE NO.  ____________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AMENDMENT #002 TO THE SUPERVISED WORK RELEASE PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE SOUTH CENTRAL CORRECTIONAL CENTER.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri Amendment #002 to the Supervised Work Release Program Agreement between the City of Rolla, Missouri and the South Central Correctional Center, a copy of said agreement being attached hereto and marked Exhibit A.

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

APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR
The Achievement of Better Lifestyles for the Elderly Committee, Inc. (ABLE) has been serving Rolla for 40 years. As the name indicates, ABLE serves local seniors through various activities at the Holloway House. The City of Rolla has two contracts with ABLE. The current contracts are set to expire in December 2015. ABLE has requested a new service contract and lease agreement. This new lease agreement is submitted for your consideration.

The first contract is a lease to use the Holloway House. This lease allows ABLE to utilize the building for programs and events, rentals to private individuals, and subleasing office space. In 1982 ABLE rebuilt the Holloway House from the ground up for their purpose using grant monies. The terms of this lease as the other leases is for $1 payable to the City. In general, ABLE is responsible for maintaining and furnishing the facility.

Staff recommends approval of the lease to ABLE for the Holloway House.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A LEASE BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE A.B.L.E. COMMISSION, INC., FOR THE HOLLOWAY HOUSE.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Lease between the City of Rolla, Missouri, and the A.B.L.E. Commission for the Holloway House, a copy attached hereto and marked “Exhibit A.”

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


APPROVED:

__________________________

Mayor

ATTEST:

__________________________

City Clerk

APPROVED AS TO FORM:

__________________________

City Counselor

VI. 6.2.
EXHIBIT “A”

LEASE

THIS AGREEMENT made and entered into on this 19th day of December 2015, by and between the CITY OF ROLLA, MISSOURI, a Municipal Corporation, of Rolla, Phelps County, Missouri, hereinafter referred to as LESSOR, and ACHIEVEMENT OF BETTER LIFESTYLES FOR THE ELDERLY COMMISSION, INC., (ABLE), of Rolla, Phelps County, Missouri, hereinafter referred to as LESSEE.

WITNESSETH:

1. That LESSOR, for and in consideration of the rents, covenants and agreements hereinafter set forth, hereby leases to LESSEE, the dwelling known as the Holloway House located at 1008 Holloway Street, Rolla, Phelps County, Missouri.

2. The term of this lease shall be for three (3) years commencing on the 19th day of December 2015, and continue thereafter until the 18th day of December 2018. LESSEE shall have the option of renewing this lease for an additional term of one (1) year serving written notice on LESSOR thirty (30) days prior to the expiration hereof of their intention to exercise their option.

3. LESSOR retains the right during the term of this lease, or any renewal thereof, to cancel LESSEE’S privilege of renewal, for any reason, upon notice given by certified mail addressed to LESSEE as least six months before the end of the lease, or renewal term thereof, as the case may be.

4. LESSEE shall maintain this premise in good repair and shall not permit waste or damage of the premises in any way.

5. LESSEE shall be responsible for and bear the cost of furnishing the necessary utilities for the reasonable enjoyment of the premises.

6. LESSEE shall pay the cost of minor day to day maintenance, cleaning and decorating.

7. It is herein agreed that the reasonable value of the rent for said premises is Fifteen Hundred and no/100 ($1,500.00) Dollars per month, but it is agreed to by and between the parties, that so long as LESSEE abides by and fulfills and performs the covenants herein contained, the LESSOR will accept as rent the sum of One and no/100 ($1.00) Dollar per year for the leasing of said premises for a term of one (1) year.

8. It is agreed by and between the parties that the premises shall not be used for residential purposes.

\[\sqrt{10} \cdot 8.3\]
9. LESSEE shall not assign this lease, sublet or allow any other use of any portion of the above described premises without the written consent of the LESSOR.

10. LESSEE shall supervise the temporary use of the facility or any portion thereof by private individuals or groups for a reasonable fee to cover their pro rated utilities/maintenance cost during the time of their event.

11. LESSOR shall have the right and ability to enter the premises at reasonable times to inspect and examine the condition thereof and for the purpose of showing the same to prospective tenants.

12. LESSEE shall keep the premises in good order and condition and free from any nuisance, filth or danger of fire.

13. LESSEE shall not alter, repair or improve said premises without the written consent of LESSOR, provided, however, that any alternations, repairs or improvements made by the LESSEE shall become a part of said premises and may not be removed at the expiration of this lease.

14. LESSEE shall supervise, initiate and maintain ongoing programs for citizens of the community.

15. LESSEE agrees to peaceably surrender possession of said premises upon the expiration of this lease, in as good condition as when received, except for natural wear and decay, the effect of accidental fire and damage by acts of God and the public enemy.

16. The parties agree that LESSOR shall not be liable to the LESSEE or to the LESSEE's agents, roomers, or employees for any damage to them or their persons or property, as a result of theft, burglary, water, rain, snow, ice, sleet, fire, explosion, frost, storms, and accidents, or by breakage, stoppage or leakage of water, gas, heating and sewer pipes, electric wiring or current, or plumbing upon, about or adjacent to said premises, nor for any negligence of others that may cause damage of any character whatsoever.

17. The parties agree that if the premise is destroyed or rendered wholly untenantable by fire or otherwise, without fault or negligence of the LESSEE, provided that LESSEE has not obtained fire or casualty insurance coverage for the premises, that lease shall terminate.

18. The parties agree that if LESSEE shall fail to perform any covenant or conditions set forth herein, such failure shall constitute a default which will entitle the LESSOR to possession without demand, and that LESSEE will, upon written demand, quit and surrender to LESSOR peaceful possession thereof.
19. The Lessee shall be responsible for the removal of all snow and ice from the buildings east side fire escape and the main entrance steps and ramps on the west side of the building anytime the building is open. All snow and ice accumulation over 6 inches the Lessor will assist the Lessee so the Holloway House can remain open. Safety exits and entrances will need to be kept free of ice and snow for the Holloway House to be kept open.

20. The LESSOR will first consider leasing said premises to another multipurpose aging agency if the LESSEE should default.

21. That LESSEE will provide Workers Compensation Insurance, Fire & Hazard Insurance and Liability Insurance in the amount of One Million ($1,000,000) Dollars for all activities on said property naming the LESSOR as the additional insured party.

22. That this agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, if assignment is permitted.

23. LESSEE shall cooperate with the LESSOR in a self-evaluation of accessibility of the building and services to persons with various disabilities, as needed for the LESSOR’s compliance with Section 504 or the Rehabilitation Act of 1983.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement, in duplicate, the day and year first above written.

LESSOR:
CITY OF ROLLA, MISSOURI, a Municipal Corporation

By: ______________________
    Mayor

ATTEST:
__________________________
City Clerk

LESSEE:
ACHIEVEMENT OF BETTER LIFESTYLES FOR THE ELDERLY COMMISSION

By: ______________________
    President

ATTEST:
__________________________
Secretary
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Ken Kwantes,
Interim Parks Director

ACTION REQUESTED: Resolution

ITEM/SUBJECT: ABLE contract for services

BUDGET APPROPRIATION: $5000.00  DATE: Nov. 2, 2015

COMMENTARY:

The Achievement of Better Lifestyles for the Elderly Committee, Inc (ABLE) has been serving Rolla for 40 years. As the name indicates, ABLE serves local seniors through various activities at the Holloway House. The City of Rolla has two contracts with ABLE. The current contracts are set to expire in December 2015. ABLE has requested the City to consider entering into a new contract period. This contract will extend through 2018 with a provision that either party can cancel this contract with a 30 day written notice.

This item is a contract for services. The services provided is programming for seniors, and the contract defines the expectations. Terms remain the same as they have in the past. The attached contract provides for $5000.00 annually, pending appropriation by City Council, payable to ABLE.

Staff recommends approval of the contract for services for ABLE to support senior programs.
RESOLUTION NO. _________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT FOR SERVICES WITH THE A.B.L.E. COMMISSION, INC., PERTAINING TO SENIOR CITIZEN SERVICES.

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

Section 1: That the Mayor of the City of Rolla, Missouri is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Contract for Services with the A.B.L.E. Commission, Inc., a copy of said agreement being attached hereto and marked “Exhibit A.”

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

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

APPROVED:

ATTEST: Mayor

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

VI. C.L.
**EXHIBIT “A”**

**CONTRACT FOR SERVICES**

**PROVIDE ACTIVITIES FOR SENIOR CITIZENS AT THE HOLLOWAY HOUSE**

A) This document shall be a Contract for Services between the Achievement of Better Lifestyles for the Elderly (A.B.L.E.) Commission, Inc., (hereinafter referred to as ABLE) and the City of Rolla (hereinafter referred to as City) at the Ber Juan House (hereinafter referred to as the Holloway House).

B) The objective of this Contract shall be to clearly define the activities that are available to senior citizens at the Holloway House and quantify that value into a dollar amount that will be a renewable source of income to ABLE.

C) Under this agreement ABLE agrees to:

1. Provide a safe & easily accessible environment for senior citizens of the community.

2. Provide all necessary Liability Insurance to cover the activities at the Holloway House as well as the Fire & Hazard Insurance and the Worker's Compensation Insurance required by law.

3. Provide a referral system for citizens in need from various local organizations.

4. Facilitate training in arts, crafts and other media as requested.

5. Manage the city owned facility that can be used for organized meetings, informal gatherings, and luncheons at a low or nominal fee for all senior citizens.

6. Supervise the scheduling of tax assistance services each year by trained IRS senior volunteers.

7. Provide other life skills as deemed appropriate by ABLE Board.

8. Coordinate guest speakers at the Holloway House on topics of local interest or current events in health and services for senior citizens at various times of the year.

9. Ensure continued interest in activities at the Holloway House by advertising on the permanent sign located outside of the house, in local newspapers, radio stations, at community activities and the distribution of the Holloway House Newsletter that is distributed to many senior citizen activities and local stores.
10. Provide safe, accessible office space with the necessary utilities for the Southeastern Missouri Transportation (SMTS) System, Central Missouri Area Agency on Aging (CMAAA), Arts Rolla!

11. Provide a Board Approved current fiscal year (October 1 - September 30) budget and a year-end financial statement each year, within 90 days of the fiscal year end.

D) To assist ABLE in providing those activities to the Community, the City agrees to:

1. Provide financial support in the amount of $5,000 (provided appropriation is approved by City Council) each calendar year, payable semiannually in February and August.

2. Insure continued support by including this item in the appropriate fiscal year budget plan.

E) The length of this contract shall be for three (3) years (effective December 19, 2015) with a one-year renewal option.

F) This agreement may be amended in writing by the signed mutual consent of both parties.

G) Either party may terminate this agreement for cause by certified mail giving sixty (60) days written notice. The other party shall have thirty (30) days in which to remedy any deficiency prior to the termination being effective.

H) The following signatures constitutes a valid agreement between ABLE and the City of Rolla.

______________________________                ________________________________
ABLE PRESIDENT                      Date

______________________________                ________________________________
MAYOR, CITY OF ROLLA                Date
ITEM/SUBJECT: Resolution of Consent to Phelps County to Implement TIF for Westside Market Place

COMMENTARY:

What started as a City redevelopment project in 2014 with UTW Rolla Development, LLC has evolved into a cooperative effort between the City, County and UTW. Due to filing requirements with the 2010 Kohl’s project, the City would be delayed in implementing a TIF for the Westside Market Place. Hence, in light of the economic impact to Phelps County as well, the Phelps County Commission has expressed interest in taking the lead on the County’s first TIF project. The 154-acre redevelopment requires TIF financing due to extra ordinary site development and access costs. As the redevelopment area is entirely within the Rolla City limits, State Statutes require City consent. The attached Resolution provides that support. The County anticipates proceeding with formation of their TIF Commission in the first week of November.

Recommendation: Motion authorizing the Resolution granting Phelps County the authority to pursue the Westside Market Place development.

ITEM NO. VI. 1.
RESOLUTION NO. ____________

A RESOLUTION AUTHORIZING PHELPS COUNTY, MISSOURI TO IMPLEMENT A TAX INCREMENT FINANCING PROJECT WITHIN THE BOUNDARIES OF THE CITY OF ROLLA.

WHEREAS, UTW Rolla Development, LLC ("UTW") submitted a proposal to the City to redevelop an area comprising approximately 154 acres located north of I-44, near the Kingshighway interchange (the "Proposed Redevelopment Area"); and

WHEREAS, UTW has requested tax increment financing assistance under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 et seq., RSMo., as amended (the "TIF Act"); and

WHEREAS, due to the regional implications of the project proposed by UTW, the City Council desires for Phelps County, Missouri (the "County") to form a tax increment financing commission to consider UTW’s request; and

WHEREAS, Section 99.815 of the TIF Act requires a county that desires to implement a tax increment financing project within the boundaries of a municipality partially or totally within such county to first obtain the permission of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, as follows:

Section 1: The City Council hereby grants its permission to the County to implement a tax increment financing project within the Proposed Redevelopment Area.

Section 2: The City hereby agrees to pay all costs incurred by the County in connection with the Proposed Redevelopment Area from funds deposited with the City pursuant to the Preliminary Funding Agreement dated as of May 5, 2014, between the City and UTW.

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

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
ITEM/SUBJECT: Resolution Forming the MoveRolla TDD Jointly with Phelps County

BUDGET APPROPRIATION: N/A

DATE: Nov. 2, 2015

COMMENTARY:

Since 1998 the City in conjunction with MoDOT has been planning and, where feasible, addressing transportation issues along the City’s primary corridors. Over the past several years, the City has been factoring such opportunities as Rolla West, S&T’s Innovation Park, Hospital expansion, and the S&T Master Plan. With limited funds at the State level, the City has been exploring the use of a Transportation Development District (TDD) to fund primary and major system upgrades to relieve existing congestion but, even more importantly, to address further growth (and more congestion).

Timing for major transportation system upgrades became more urgent with the Westside Market Place in Rolla West, current student growth at S&T and development of the Delbert Day Cancer Institute. Those three entities working with the City split the cost of a six-month transportation strategy called “MoveRolla,” which identified some $60 million in transportation improvements over the next 25 years. Phase 1 priorities include the Highway 72 extension, upgrades to Kingshighway and access to Rolla West estimated at $30 million. Formation of a one-cent TDD over the commercial areas that will most directly be affected by improved transportation flow along Highway 63/Bishop and Kingshighway.

Formation of a TDD requires Resolutions by two public entities – in this case the City of Rolla and Phelps County. Formation of a TDD takes several months including a circuit court review, Highway Commission approval and an ultimate election by property owners. Attorney from Special Counsel Gilmore Bell will attend Monday’s Council meeting to again review the process.

Recommendation: Motion to approve the Resolution calling for the Joint Establishment of the MoveRolla TDD with Phelps County.
### PRELIMINARY SCHEDULE OF EVENTS
(as of October 25, 2015)

<table>
<thead>
<tr>
<th>Status</th>
<th>Action</th>
<th>Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>City passes resolution authorizing filing of TDD petition</td>
<td>November 2, 2015</td>
<td></td>
</tr>
<tr>
<td>County passes resolution authorizing filing of TDD petition</td>
<td>November 3, 2015</td>
<td></td>
</tr>
<tr>
<td>File TDD petition with Circuit Court</td>
<td>November 4, 2015</td>
<td></td>
</tr>
<tr>
<td>Circuit Court serves copy of TDD petition on Respondent MoDOT</td>
<td>November 11, 2015</td>
<td></td>
</tr>
<tr>
<td>Court Issues Publication Order</td>
<td>November 12, 2015</td>
<td></td>
</tr>
<tr>
<td>Circuit Court publishes notice of proposed formation of TDD (First Publication)</td>
<td>November 13, 2015</td>
<td></td>
</tr>
<tr>
<td>Circuit Court publishes notice of proposed formation of TDD (Second Publication)</td>
<td>November 20, 2015</td>
<td></td>
</tr>
<tr>
<td>Circuit Court publishes notice of proposed formation of TDD (Third Publication)</td>
<td>November 27, 2015</td>
<td></td>
</tr>
<tr>
<td>Respondent MoDOT files answer to TDD Petition</td>
<td>December 1, 2015</td>
<td></td>
</tr>
<tr>
<td>Circuit Court publishes notice of proposed formation of TDD (Fourth Publication)</td>
<td>December 4, 2015</td>
<td></td>
</tr>
<tr>
<td>Execution of Affidavits of the Mayor and Presiding Commissioner; Execution of the Certificate of the County regarding absence of registered voters (if applicable); and Selection of election judges.</td>
<td>Early December 2015</td>
<td></td>
</tr>
<tr>
<td>Deadline for Joining or Filing Separate Petition by Public.</td>
<td>January 4, 2016</td>
<td></td>
</tr>
<tr>
<td>Motion to rule on Petition and calling for an election on the creation of the TDD filed. Memoranda with affidavits and certificates filed (affidavits include the Affidavits of Publication of Notice of Petition, the Affidavits of the Mayor and the Presiding Commissioner and the Certificate of the County regarding absence of registered voters (if applicable)).</td>
<td>January 5, 2016</td>
<td></td>
</tr>
<tr>
<td>Notice of Hearing distributed for Motion to rule on TDD petition and calling for an election on the creation of the TDD.</td>
<td>January 5, 2016</td>
<td></td>
</tr>
</tbody>
</table>

1 Missouri law requires Circuit Clerk to publish notice once a week for four consecutive weeks.

2 Public has 30 days from the date of last publication to respond to or join the Petition.
<table>
<thead>
<tr>
<th>Status</th>
<th>Action</th>
<th>Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Court Hearing to rule on TDD petition</td>
<td>(Order will (1) authorize the election regarding creation of the TDD, the proposed project and imposition of TDD sales tax, (2) authorize the publication of Notice of Election and (3) approve the selection of election judges)</td>
<td>January 12, 2016</td>
</tr>
<tr>
<td></td>
<td>Mail Notice of Election and Procedure for Application to Obtain Ballot for TDD Election to each Voter</td>
<td>January 14, 2016</td>
</tr>
<tr>
<td></td>
<td>Circuit Court publishes Notice of Election and Procedure for Application to Obtain Ballot for TDD Election (First Publication)</td>
<td>January 15, 2016</td>
</tr>
<tr>
<td></td>
<td>Circuit Court publishes Notice of Election and Procedure for Application to Obtain Ballot for TDD Election (Second Publication)</td>
<td>January 22, 2016</td>
</tr>
<tr>
<td></td>
<td>Deadline for Application to Obtain Ballot for TDD Election</td>
<td>February 9, 2016</td>
</tr>
<tr>
<td></td>
<td>Circuit Court mails ballots for TDD Election</td>
<td>March 8, 2016</td>
</tr>
<tr>
<td></td>
<td>Circuit Court issues Order to Select Judges</td>
<td>Mid March 2016</td>
</tr>
<tr>
<td></td>
<td>TDD ELECTION</td>
<td>March 29, 2016</td>
</tr>
<tr>
<td></td>
<td>5:00 p.m. Deadline for ballots to be returned</td>
<td>March 30, 2016</td>
</tr>
<tr>
<td></td>
<td>5:05 p.m. Judges are assembled. Ballots are opened and verified.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TDD CREATION</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Results of the TDD Election are certified and entered upon the records of the Circuit Court. Results of the TDD Election filed with the County Clerk (the County Clerk shall cause the same to be spread upon the records of the County Commission).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Circuit Court issues Order creating the TDD (Order will ratify the formation of the TDD, the development of the project and the imposition of the TDD sales tax).</td>
<td></td>
</tr>
</tbody>
</table>

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3 Scheduled at Court’s discretion. Court may order public hearing if appropriate.
4 Circuit Clerk to publish once a week for two consecutive weeks.
5 Not later than the 4th Tuesday before the mailing of the ballots.
6 Not earlier than the 8th Tuesday after the entry of the order calling the election.
7 Not later than 5:00 p.m. on the 6th Tuesday after the mailing of the ballots.
<table>
<thead>
<tr>
<th>Status</th>
<th>Action</th>
<th>Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Commission designates TDD Board Member (to serve along with Mayor)</td>
<td></td>
<td>April 4, 2016</td>
</tr>
<tr>
<td>County Commission designates TDD Board Member (to serve along with Presiding Commissioner)</td>
<td></td>
<td>April 5, 2016</td>
</tr>
<tr>
<td>Initial meeting of TDD's Board of Directors⁸</td>
<td>Agenda Items:</td>
<td>April 11, 2016</td>
</tr>
<tr>
<td></td>
<td>• Address organizational matters</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Resolution approving various Cooperation Agreements⁹</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Resolution imposing the TDD sales tax</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Resolution agreeing to TIF capture of TDD sales tax</td>
<td></td>
</tr>
<tr>
<td>Election contest period expires</td>
<td></td>
<td>April 28, 2016</td>
</tr>
<tr>
<td>TDD Board of Directors meeting</td>
<td></td>
<td>Late April 2016</td>
</tr>
<tr>
<td>Agenda Item:</td>
<td>• Approve issuance of Bonds</td>
<td></td>
</tr>
<tr>
<td>Bond Closing</td>
<td></td>
<td>Mid-May 2016</td>
</tr>
<tr>
<td>Effective date of TDD Sales Tax¹⁰</td>
<td></td>
<td>July 1, 2016</td>
</tr>
</tbody>
</table>

⁸ Must be within 30 days of election.
⁹ Assumes Cooperation Agreements will be negotiated and approved by other parties (including the City) by this date.
¹⁰ First day of the second quarter following the certification of the results of the election imposing the sales tax.
RESOLUTION NO. ____________

A RESOLUTION CALLING FOR THE JOINT ESTABLISHMENT OF A TRANSPORTATION DEVELOPMENT DISTRICT WITH PHELPS COUNTY, MISSOURI, AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City Council of the City of Rolla, Missouri (the "City") hereby finds and determines that certain transportation-related improvements to areas within the City and Phelps County, Missouri (the "County") will significantly improve the safety and welfare of the citizens of the City and the County, enhance the economic viability of the surrounding commercial areas, and otherwise benefit the residents and businesses within the area in furtherance of a master road and transportation plan; and

WHEREAS, the City Council finds and determines that the creation and implementation of the Move Rolla Transportation Development District (the "Move Rolla TDD") pursuant to Section 238.207.5 of the Revised Statutes of Missouri, as amended, is in the best interest of the citizens of the City because it will provide a source of revenue to fund said improvements;

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

Section 1: The City Council finds and determines that it is in the best interests of the City to join with the County in the creation of the Move Rolla TDD. The City Council hereby calls for the joint establishment of said transportation development district for the purpose of funding the costs of the transportation-related improvements described in the Petition for the Creation of a Transportation Development District (the "Petition"), substantially in the form attached as Exhibit A hereto.

Section 2: The City Attorney and/or Gilmore & Bell, P.C. are hereby authorized and directed, on behalf of the City, to execute the Petition, in substantially the form attached as Exhibit A attached hereto, and are further authorized and directed to take such other steps as are necessary to create and implement the transportation development district in accordance with Chapter 238 of the Revised Statutes of Missouri, as amended.

Section 3: This Resolution shall be in full force and effect after its passage.

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

APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor

VI . E . S.
EXHIBIT A
FORM OF PETITION

[On file in the Office of the City Clerk.]
IN THE CIRCUIT COURT OF PHELPS COUNTY, MISSOURI
25TH JUDICIAL CIRCUIT

IN RE THE FORMATION OF THE
MOVE ROLLA TRANSPORTATION
DEVELOPMENT DISTRICT,

CITY OF ROLLA, MISSOURI,
a Missouri political subdivision,

and

PHELPS COUNTY, MISSOURI,
a Missouri political subdivision,

Petitioners,

v.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Serve: Pamela J. Harlan
Secretary to the Commission
105 West Capitol Avenue
Jefferson City, Missouri 65101

Respondents.

PETITION FOR THE CREATION
OF A TRANSPORTATION DEVELOPMENT DISTRICT

COME NOW Petitioners, the City of Rolla, Missouri and Phelps County, Missouri, by and through their attorneys, pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280, inclusive, of the Revised Statutes of Missouri, as amended (the “TDD Act”) and petition the Court for the purpose of creating a transportation development district (the “District”) and in support thereof state as follows:

THE PARTIES

1. Petitioner, the City Council of the City of Rolla, Missouri (the “City”), a third-class city and political subdivision of the State of Missouri in which the District will be located, is a “local transportation authority” within the meaning of Section 238.202.1(4) of the TDD Act.
2. Petitioner, the County Commission of Phelps County, Missouri (the "County"), a third-class county and political subdivision of the State of Missouri in which the District will be located, is a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act.

3. Respondent, Missouri Highways and Transportation Commission (the "Commission"), is the constitutional authority responsible for constructing and maintaining the Missouri highway system and is a necessary party under Section 238.207.5(3) of the TDD Act.

BACKGROUND

4. On November 2, 2015, the City Council of the City approved a resolution (attached hereto as Exhibit A and incorporated herein by reference) calling for the joint establishment of the District pursuant to Section 238.207.5 of the TDD Act to fund, construct and implement the Transportation Project (defined below).

5. On November 3, 2015, the County Commission of the County approved a resolution (attached hereto as Exhibit B and incorporated herein by reference) calling for the joint establishment of the District pursuant to Section 238.207.5 of the TDD Act to fund, construct and implement the Transportation Project.

6. The Petitioners desire to create the District under the TDD Act for the sole purpose of funding the Transportation Project through the imposition of a transportation development district sales tax (as further described below).

PETITION REQUIREMENTS

7. Petitioner City is the governing body of a local transportation authority acting in its official capacity and has adopted a resolution (attached hereto as Exhibit A and incorporated herein by reference) calling for the joint establishment of the District pursuant to Section 238.207.5 of the TDD Act.

8. Petitioner County is the governing body of a local transportation authority acting in its official capacity and has adopted a resolution (attached hereto as Exhibit B and incorporated herein by
9. The name and address of each local transportation authority within the District is as follows:

   City of Rolla, Missouri
   901 Elm Street
   Rolla, Missouri 65401

   Phelps County, Missouri
   200 N. Main Street
   Rolla, Missouri 65401

10. All local transportation authorities within the District have joined this Petition.

11. The name and address of the Respondent is as follows:

   Missouri Highways and Transportation Commission
   105 West Capitol Avenue
   Jefferson City, Missouri 65101

12. The District is composed of contiguous land pursuant to Section 238.207.5(2) of the TDD Act.

13. A description of the property to be included in the District is attached as Exhibit C and shown on the map attached as Exhibit D.

14. A general description of the Transportation Project proposed to be undertaken by the District, including a description of the approximate location of the Transportation Project, is attached as Exhibit E.

15. The name of the District will be the “Move Rolla Transportation Development District.”

16. The board of directors of the District will have four (4) members comprised of the presiding officer of each local transportation authority within the District and one person designated by the governing body of each local transportation authority within the District pursuant to Section 238.220.3(1) of the TDD Act; provided that, upon the dissolution of any affected local transportation authority, the board of directors of the District shall be comprised of the presiding officer of each
remaining local transportation authority within the District and one person designated by the governing body of each remaining local transportation authority within the District.

17. The Transportation Project will be funded from the proceeds of a transportation development district sales tax (the "TDD Sales Tax") to be imposed pursuant to Section 238.235 of the TDD Act. Under the TDD Act, the District may impose the TDD Sales Tax upon approval of the "qualified voters" (as defined in Section 238.202.2(2) of the TDD Act) of the District in increments of one-eighth of one percent up to a maximum of one percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Section 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except the TDD Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boat or outboard motors nor to sales of electricity or electrical current, water and gas, natural or artificial, nor to sales of service to telephone subscribers, either local or long distance. The Petitioners desire to seek voter approval of the imposition of the TDD Sales Tax at a rate not to exceed one percent (1.0%), to (i) pay costs of financing or refinancing the Transportation Project, (ii) reimburse the Petitioners for the costs of filing and defending this Petition as authorized by Section 238.217 of the TDD Act and (iii) pay the principal of, premium, if any and interest on bonds, notes or other obligations issued pursuant to Section 238.240 or 238.242 of the TDD Act (the "TDD Obligations") to fund the costs of financing or refinancing the Transportation Project.

18. A portion of the proposed Transportation Project is intended to be merged into the state highways and transportation system and therefore is under the Commission’s jurisdiction (the "State Portion of the Transportation Project"). The remaining portion of the Transportation Project is not intended to be so merged (the "Local Portion of the Transportation Project"). Approval authority for the Local Portion of the Transportation Project pursuant to Section 238.225 (submission and approval of the project), Section 238.230.4 (deletion of a portion of the project following a failed special assessment election), Section 238.237.3 (construction of a toll facility and relocation of an existing local public street or road), Section 238.245 (purchase, sale and control of access of certain property), Section 238.247
(condemnation), Sections 238.257.3 and .4 (discontinuation or modification of the project), Section 238.267 (regulation of the project), Section 238.270 (local transportation authority control of the project), and Section 238.275 (transfer of the project and abolition of a district) will vest with the City or the County, respectively, subject to all necessary permitting requirements of the Commission for connections of the Local Portion of the Transportation Project to the state highways and transportation system.

19. The District will not be an undue burden on any owner of property within the District and is not unjust or unreasonable.

**Dissolution of the District and Repeal of the TDD Sales Tax**

20. After development and initial maintenance costs of the Transportation Project have been paid, the District shall transfer ownership and control thereof to the Commission, the City or the County, as applicable, as provided in Section 238.275 of the TDD Act, unless such transfer is made sooner with the consent of the recipient.

21. The District shall be dissolved only in compliance with Section 238.275 of the TDD Act. In no event shall the TDD Sales Tax be repealed, in whole or in part, nor shall the District be dissolved, until payment in full and satisfaction of all obligations, except in accordance with the TDD Act.

WHEREFORE, the Petitioners request that the Court enter judgment and decree pursuant to the TDD Act:

a. Finding and certifying that this Petition is not legally defective and that the Respondents have been duly served with process in this action or otherwise properly appeared in this action;

b. Finding and certifying that the District is contiguous;

c. Finding and certifying that the District is neither illegal nor unconstitutional and certifying the creation of the District for qualified voter approval;

d. Finding and certifying that the proposed funding method and mechanism (*i.e.*, the imposition of the TDD Sales Tax) is neither illegal nor unconstitutional and certifying such funding mechanism for qualified voter approval;
e. Finding and certifying that the District is not an undue burden on any owner of real property within the District and is not unjust or unreasonable;

f. Finding and certifying that the Transportation Project is an authorized "project" within the meaning of Section 238.202.1(5) of the TDD Act;

g. Finding and certifying the question regarding District creation, Transportation Project development, and proposed funding for voter approval pursuant to Section 238.210.2 of the TDD Act;

h. Finding and certifying that notice of the Petition has been given to the public, by publication once a week for four (4) consecutive weeks in a newspaper of general circulation within the District, as required by Section 238.212.1 of the TDD Act;

i. Ordering the Circuit Court Clerk, pursuant to Section 238.216 of the TDD Act, to prepare a ballot containing a single question regarding the creation of the District, the development of the Transportation Project and the imposition of the TDD Sales Tax in substantially the form set forth in Section 238.215.3(1) of the TDD Act;

j. Ordering the Circuit Court Clerk to mail a ballot to each qualified voter who applies for a ballot pursuant to Section 238.216.2 of the TDD Act along with (i) a return-addressed envelope directed to the Circuit Court Clerk's office and (ii) a sworn affidavit on the reverse side of such envelope for the voter's signature in substantially the form set forth in Section 238.216.3 of the TDD Act;

k. Specifying a date, pursuant to Section 238.216.1(2) of the TDD Act, on which ballots for the election shall be mailed by the Circuit Court Clerk, which date shall be a Tuesday, and shall be not earlier than the eighth Tuesday from the issuance of this Court's judgment and decree, and shall not be on the same day as an election conducted under the provisions of Chapter 115 of the Revised Statutes of Missouri, as amended;

l. Ordering the Circuit Court Clerk to notify each qualified voter who was mailed a ballot that, pursuant to Section 238.216.5 of the TDD Act, voted ballots shall be returned to the
Circuit Court Clerk's office by mail or hand delivery no later than 5:00 p.m. on the sixth Tuesday after the date for mailing the ballots;

m. Ordering the Circuit Court Clerk to transmit all voted ballots to a team of judges of not less than four to be selected by this Court from lists compiled by the election authority of the County, with an equal number from each of the two major political parties, who shall, upon receipt of the voted ballots, verify the authenticity of the ballots, canvass the votes, certify the results and immediately transmitted said results to this Court;

n. Ordering the Circuit Court Clerk to transmit a certified copy of the results of the election to the Clerk of Phelps County, and ordering the Clerk of Phelps County to cause the same to be spread upon the records of the Phelps County Commission;

o. Ordering the District, following approval of the qualified voters of the creation of the District, the development of the Transportation Project and the imposition of the TDD Sales Tax, to submit the State Portion of the Transportation Project, together with the proposed plans and specifications, to the Commission for its approval before construction or funding thereof. If the Commission by minute finds that the State Portion of the Transportation Project will improve or is a necessary or desirable extension of the state highways and transportation system, the Commission may approve the State Portion of the Transportation Project, subject to the District making any revisions in the plans and specifications required by the Commission, and the District and the Commission entering into a mutually satisfactory agreement regarding development and future maintenance of the State Portion of the Transportation Project;

p. Ordering the District, following approval of the qualified voters of the creation of the District, the development of the Transportation Project and the imposition of the TDD Sales Tax, to submit the Local Portion of the Transportation Project to the City or the County, as applicable, for approval pursuant to Section 238.225 of the TDD Act, subject to all necessary permitting requirements of the Commission for connections of the Local Portion of the Transportation Project to the state highways and transportation system and subject to the District
and the City or the County, as applicable, developing the Local Portion of the Transportation Project in a manner compatible with the future development of the state highway system;

q. Ordering the District, if it seeks to exercise any powers under Section 238.230.4 (deletion of a portion of the project following a failed special assessment election), Section 238.237.3 (construction of a toll facility and relocation of an existing local public street or road), Section 238.245 (purchase, sale and control of access of certain property), Section 238.247 (condemnation), Sections 238.257.3 and .4 (discontinuation or modification of the project), Section 238.267 (regulation of the project), Section 238.270 (local transportation authority control of the project), or Section 238.275 (transfer of the project and abolition of a district), to obtain the approval of the City or the County, as applicable; and

r. Making any additional findings and granting such further relief that the Court deems necessary and proper.

Respectfully submitted,

GILMORE & BELL, P.C.

By: __________________________________________
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________________________________________________
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Attorney for Petitioner Phelps County, Missouri

-8-
EXHIBIT A

RESOLUTION OF PETITIONER CITY
CALLING FOR THE JOINT ESTABLISHMENT OF THE DISTRICT
EXHIBIT B

RESOLUTION OF PETITIONER COUNTY
CALLING FOR THE JOINT ESTABLISHMENT OF THE DISTRICT
TDD BOUNDARY DESCRIPTION

A specific description of the District Boundaries is as follows: Beginning at the Southwest Corner of Northwest Quarter of the Northeast Quarter of Section 10, Township 37 North, Range 8 West, Phelps County, Missouri; thence northerly along the West line of said Northwest Quarter of the Northeast Quarter to the southwest corner of the Southwest Quarter of the Southeast Quarter of Section 3, Township 37 North, Range 8 West; thence northerly along the West line of said Southwest Quarter of the Southeast Quarter to its northwest corner; thence easterly along the North line of said Southwest Quarter of the Southeast Quarter to the West line of a parcel described in Phelps County Deed Records at Book 172, Page 225; thence southerly along the West line of said Book 172, Page 225 parcel to its southwest corner; thence easterly along the South line of said Book 172, Page 225 parcel to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2006-395; thence southerly along the West line of said Document No. 2006-395 parcel to its southeast corner; thence easterly along the South line of said Document No. 2006-395 parcel to the extension of the West right of way of Bluebird Lane; thence southerly along said extension and along said West right of way of Bluebird Lane to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2011-4976; thence westerly along the North line of said Document No. 2011-4976 to its northwest corner; thence southerly along the West line of said Document No. 2011-4976 parcel to the South line of the aforesaid Southwest Quarter of the Southeast Quarter of said Section 3, Township 37 North, Range 8 West; thence easterly along said South line to the aforesaid West right of way of Bluebird Lane; thence southeasterly along said West right of way to the westerly right of way of Interstate 44; thence southwesterly along said westerly right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2011-1670; thence southeasterly to the westermost corner of a parcel described in Phelps County Deed Records at Document No. 1986-2925, also being a point on the easterly right of way of the aforesaid Interstate 44; thence northerly along said easterly right of way to the southwest corner of Lot 1 of Mehta Estates, Rolla, Missouri; thence easterly along the South line of said Lot 1 and its extension to the East right of way of HJ Drive; thence southerly along said East right of way to the North line of Lot 98 of Railroad Addition,
Rolla, Missouri; thence easterly along the North line of said Lot 98 to the West right of way of Fairgrounds Road; thence northerly along said West right of way to the North line of Lot 119 of the aforesaid Railroad Addition; thence easterly along the North line of said Lot 199 and along the North line of Lot 120 of said Railroad Addition to the West right of way of Julienne Street; thence southerly along said West right of way to the northeast corner of Lot 3 of Kelly Addition, Rolla, Missouri; thence westerly along the North line of said Lot 3 to its northwest corner; thence southerly along the West line of said Lot 3 to its southwest corner; thence easterly along the South line of said Lot 3 to the aforesaid West right of way of Julienne Street; thence southerly along said West right of way to the North line of Lot 1 of McDonald's Addition, Rolla, Missouri; thence easterly along the North line of said Lot 1 and its extension to the East right of way of the aforesaid Julienne Street; thence southerly along said East right of way to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2014-0901; thence easterly along the North line of said Document No. 2014-0901 parcel to its northeast corner, thence northerly to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2013-6516; thence northerly along the East line of said Document No. 2013-6516 parcel to the easternmost corner of a parcel described in Phelps County Deed Records at Document No. 1995-7297; thence westerly along the North line of said Document No. 1995-7297 parcel to the aforesaid East right of way of Julienne Street; thence northerly and westerly along said East right of way to the East right of way of Bryant Road; thence northerly along said East right of way to the East right of way of the aforesaid Fairgrounds Road; thence northerly along said East right of way to the South right of way of Tenth Street; thence easterly along said South right of way to a point which is 90 feet East of the intersection of said South right of way and the East right of way of Asher Street extended; thence South, 350 feet; thence East, 250 feet; thence North 350 feet to the aforesaid South right of way of Tenth Street; thence easterly along said South right of way to the extension of the East right of way of Spring Avenue; thence northerly along said extension and along said East right of way of Spring Avenue to the southwest corner of Lot 6, Block 9 of Townsend Addition, Rolla, Missouri; thence easterly along the South line of said Lot 6 and along the South lines of Lots 5 and 4, Block 9 of said Townsend Addition to the southeast corner of said Lot 4; thence northerly along the East
line of said Lot 4 and its extension to the North right of way of Eleventh Street; thence westerly along said North right of way to the southwest corner of Lot 9, Block 6 of the aforesaid Townsend Addition; thence northerly along the West line of said Lot 9 and the along the West line of Lot 4, Block 6 of said Townsend Addition and its extension to the North right of way of Twelfth Street; thence easterly along said North right of way to the southwest corner of Lot 10, Block 5 of the aforesaid Townsend Addition; thence northerly along the West line of said Lot 10 and along the West line of Lot 3, Block 5 of said Townsend Addition and its extension to the southwest corner of Lot 10, Block 2 of said Townsend Addition; thence northerly along the West line of said Lot 10 and its extension to the centerline of a vacated alley in the aforesaid Block 2 of Townsend Addition; thence easterly along said centerline to the westerly right of way of Bishop Avenue (Business Loop 44), thence northeasterly along said westerly right of way to the West line of Lot 30 of the aforesaid Railroad Addition; thence northerly along said West line to the southerly right of way of the aforesaid Interstate 44; thence northeasterly along said southerly right of way of to the northernmost corner of a parcel described in Phelps County Deed Records at Document No. 2005-6353; thence southeasterly along the easterly line of said Document No. 2005-6353 parcel to the North line of the aforesaid Lot 30 of Railroad Addition; thence easterly along said North line of Lot 30 and along the North line of Lot 29 of said Railroad Addition to the northwesterly right of way of the aforesaid Bishop Avenue; thence northeasterly along said northwesterly right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2010-0908; thence northwesterly along the westerly line of said Document No. 2010-0908 parcel to the aforesaid southerly right of way of Interstate 44, thence easterly along said southerly right of way to the northeast corner of the aforesaid Document No. 2010-0908 parcel, thence southerly along the East line of said Document No. 2010-0908 parcel to the aforesaid northwesterly right of way of Bishop Avenue; thence easterly along said northwesterly right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 1991-3635; thence northerly along the West line of said Document No. 1991-3635 parcel to the aforesaid southerly right of way of Interstate 44; thence easterly along said southerly right of way to the northeast corner of the aforesaid Document No. 1991-3635 parcel; thence southerly along the East line of said
Document No. 1991-3635 parcel to the aforesaid northwesterly right of way of Bishop Avenue; thence northerly along said northwesterly right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2007-3204; thence westerly along the South line of said Document No. 2007-3204 parcel to its southwest corner; thence northerly along the West line of said Document No. 2007-3204 parcel to the South line of Lot 1 of Rhodes Subdivision No. 1, Rolla, Missouri; thence westerly along said South line to the southeast corner of said Lot 1; thence northerly along the West line of said Lot 1 to its northwest corner; thence easterly along the North line of said Lot 1 to the westerly right of way of the aforesaid Bishop Avenue (U.S. Highway 63); thence northerly along said westerly right of way to the northeast corner of Lot 2 of the aforesaid Rhodes Subdivision No. 1; thence westerly along the North line of said Lot 2 to its northwest corner; thence southerly along the West line of said Lot 2 to the southeast corner of Lot 4 of Rhodes Subdivision No. 2, Rolla, Missouri; thence westerly along the South line of said Lot 4 to its southwest corner; thence northerly along the West line of said Lot 4 to its northwest corner; thence easterly along the North line of said Lot 4 to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 1998-5401; thence northeasterly along the westerly line of said Document No. 1998-5401 parcel to its northwest corner; thence easterly along the North line of said Document No. 1998-5401 parcel to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2013-6562; thence northeasterly along the easterly line of said Document No. 2013-6562 parcel to the northernmost corner of a parcel described in Phelps County Deed Records at Book 262, Page 278; thence northwesterly along the extension of the northwesterly line of said Book 262, Page 278 parcel to the West line of the Southwest Quarter of the Southwest Quarter of Section 36, Township 38 North, Range 8 West, thence northerly along said West line to the northwest corner of said Southwest Quarter of the Southwest Quarter; thence easterly along the North line of said Southwest Quarter of the Southwest Quarter to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2011-4310; thence northeasterly along the westerly line of said Document No. 2011-4310 parcel to the aforesaid westerly right of way of U.S. Highway 63; thence
southerly along said westerly right of way to a point which is 125 feet right of Highway Station 308+00, thence southeasterly to a point on the easterly right of way of said U.S. Highway 63 which is 125 feet left of said Highway Station 308+00; thence northerly along said easterly right of way to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2013-2563; thence easterly along the North line of said Document No. 2013-2563 parcel to the southerly right of way of the BNSF Railway; thence easterly along said southerly right of way to the northeast corner of Rolla Industrial Park West, Rolla, Missouri; thence southerly along the East line of said Rolla Industrial Park West to the North line of Lot 1 of the Southwest Quarter of Section 31, Township 38 North, Range 7 West; thence westerly along said North line and along the North line of Lot 2 of the Southwest Quarter of said Section 31 to its northwest corner; thence southerly along the West line of said Lot 2 of the Southwest Quarter to the southeast corner of Lot 14 of the aforesaid Rolla Industrial Park West; thence westerly along the South line of said Lot 14 and along the South lines of Lot 16 and 17 of said Rolla Industrial Park West to the East right of way of McCutchen Drive; thence southerly along said East right of way to the southerly right of way of Old St. James Road (Phelps County Road 3060); thence westerly and southerly along said southerly right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2012-5708; thence southwesterly to the northeast corner of a parcel described in Phelps County Deed Records at Book 315, Page 20; thence northwesterly along the northerly line of said book 315, Page 20 parcel to the southeast corner of a parcel described in Phelps County Deed Records at Book 272, Page 24; thence northeasterly to the intersection of the westerly right of way of Sharp Road and the North right of way of Eighteenth Street; thence westerly along said North right of way to its intersection with the easterly right of way of Walnut Street; thence northerly along said easterly right of way to the southwest corner of Lot 4, Block 1 of Pennant Addition, Rolla, Missouri; thence northerly along the East line of said Lot 4 and the East line of Lot 5, Block 1 of said Pennant Addition to its northeast corner; thence northerly to the southeast corner of Lot 1, Block 2 of said Pennant Addition, thence northerly along the East line of said Lot 1 and along the East line of Lots 2 and 3, Block 2 of said Pennant
Addition to the northeast corner of said Lot 3; thence westerly along the North line of said Lot 3 to the aforesaid easterly right of way of Walnut Street; thence southwesterly to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2001-9292, also being the westerly right of way of the aforesaid Walnut Street; thence northwesterly along said westerly right of way to its intersection with the southerly right of way of the aforesaid Bishop Avenue; thence westerly along said southerly right of way to its intersection with the East right of way of Cedar Street; thence southerly along said East right of way to the northwest corner of the aforesaid Document No. 2001-9292 parcel; thence westerly along the North line of said Document No. 2001-9292 parcel and its extension to the West right of way of the aforesaid Cedar Street; thence southerly along said West right of way to its intersection with the North right of way of Nineteenth Street; thence westerly along said North right of way and its extension to the West right of way of Olive Street; thence southerly along said West right of way to the southeast corner of Lot 9, Block 18 of Schuman’s Addition, Rolla, Missouri; thence westerly along the South line of said Lot 9 and along the South line of Lot 2, Block 18 of said Schuman’s Addition to the East right of way of Oak Street; thence southerly along said East right of way to the southwest corner of Lot 5, Block 18 of said Schuman’s Addition; thence westerly along the South line of Lots 10 and 4, Block 17 of said Schuman’s Addition and their extensions to the East right of way of Elm Street; thence northerly along said East right of way to the northwest corner of the aforesaid Lot 4, Block 17 of Schuman’s Addition; thence westerly to the southeast corner of Lot 2, Block 16 of said Schuman’s Addition; thence westerly along the South line of said Lot 2 and its extension to the easterly right of way of Pine Street; thence northeasterly along said easterly right of way to its intersection with the aforesaid southerly right of way of Bishop Avenue; thence westerly along said southerly right of way to its intersection with the West right of way of Pine Street; thence southerly along said West right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2005-5812; thence westerly along the South line of said Document No. 2005-5812 parcel and along the South line of Payne Subdivision, Rolla, Missouri to its southwest corner, also being a point on the East line of a parcel described in Phelps County Deed Records at Book 311, Page 51; thence southerly along said East line to the southeast corner of said Book 311, Page 51 parcel;
thence westerly along the South line of said Book 311, Page 51 parcel and along the South line of a parcel described in Phelps County Deed Records at Document No. 1998-1493 and along the South line of a parcel described in Phelps County Deed Records at Book 331, Page 164 to the East right of way of Vichy Road; thence northerly along said East right of way to its intersection with the aforesaid southerly right of way of Bishop Avenue; thence westerly along said southerly right of way to its intersection with the West right of way of the aforesaid Vichy Road; thence southerly along said West right of way to its intersection with the northerly right of way of St. Patrick's Lane, thence easterly along the extension of said northerly right of way to the easterly right of way of the aforesaid Vichy Road; thence southerly along said easterly right of way to the northerly right of way of Sixteenth Street; thence easterly along said northerly right of way to the aforesaid easterly right of way of Pine Street; thence southerly along said easterly right of way to the northerly right of way of the aforesaid Twelfth Street; thence westerly along said northerly right of way to the westerly right of way of Rolla Street; thence southerly along said westerly right of way to the northerly right of way of the aforesaid Eleventh Street; thence westerly along said northerly right of way to the westerly right of way of Main Street; thence southerly along said westerly right of way to the northerly right of way of the aforesaid Tenth Street; thence westerly along said northerly right of way to the easterly right of way of State Street; thence northerly along said easterly right of way to the southerly right of way of the aforesaid Eleventh Street; thence easterly, 154 feet along said southerly right of way; thence North, 240 feet; thence West, 54 feet; thence North, 54 feet; thence West, 100 feet to the aforesaid easterly right of way of State Street; thence northerly along said easterly right of way to the southerly right of way of Miner Circle extended; thence westerly along said southerly right of way and its extension to its intersection with the East right of way of the aforesaid Bishop Avenue; thence southerly along said East right of way to its intersection with the South right of way of Eighth Street; thence easterly along said South right of way to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2003-9449; thence southerly along the East line of said Document No. 2003-9449 parcel to its southeast corner; thence westerly along the South line of said Document No. 2003-9449 parcel to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 1991-2616;
thence southerly along the East line of said Document No. 1991-2516 parcel to the North right of way of Seventh Street; thence easterly along said North right of way to the southwest corner of a parcel described at Document No. 1994-8310; thence northerly along the West line of said Document No. 1994-8310 parcel to its northwest corner; thence easterly along the North line of said Document No. 1994-8310 parcel to its northeast corner; thence southerly along the East line of said Document No. 1994-8310 parcel to the aforesaid North right of way of Seventh Street; thence southerly to the northeast corner of Block 10 of Bishop’s 4th Addition, Rolla, Missouri; thence southerly along the East line of said Block 10 and its extension to the South right of way of Sixth Street; thence easterly along said South right of way to its intersection with the northwesterly right of way of the aforesaid BNSF Railway; thence northeasterly along said northwesterly right of way to its intersection with the North right of way of the aforesaid Eighth Street; thence easterly along said North right of way to its intersection with the East right of way of Olive Street; thence southerly along said East right of way to its intersection with the South right of way of the aforesaid Seventh Street; thence westerly along said South right of way to the northeast corner of Block 66 of County Addition, Rolla, Missouri; thence southerly along the East line of said Block 66 to the southeast corner of a parcel described in Phelps County Deed Records at Book 341, Page 123, thence westerly along the South line of said Book 341, Page 123 parcel to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2004-3690; thence westerly along the South line of said Document No. 2004-3690 parcel to its southwest corner; thence northerly along the West line of said Document No. 2004-3690 parcel to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2000-5947; thence westerly along the South line of said Document No. 2000-5947 parcel and its extension to the West right of way of the aforesaid Elm Street, thence southerly along said West right of way to its intersection with the South right of way of Fifth Street, thence westerly along said South right of way to its intersection with the southeasterly right of way of the aforesaid BNSF Railway; thence southwesterly along said southeasterly right of way to its intersection with the West right of way of the aforesaid Rolla Street; thence southerly along said West right of way to the northeast corner of a parcel described in Phelps County Deed Records at Book 277, Page 171; thence westerly along the
North line of said Boc 277, Page 171 parcel to its northwest corner; thence southerly along the West line of said Book 277, Page 171 parcel to the North right of way of Third Street; thence easterly along said North right of way to its intersection with the aforesaid West right of way of Rolla Street; thence southerly along said West right of way to its intersection with the North right of way of Second Street; thence westerly along said North right of way to its intersection with the West right of way of Park Street; thence northerly along said West right of way to its intersection with the extension of the South line of a parcel described in Phelps County Deed Records at Document No. 9300222; thence easterly along said extension and along the South line of said Document No. 9300222 parcel to its intersection with the West right of way of the aforesaid Main Street; thence northerly along said West right of way to its intersection with the aforesaid South right of way of Fifth Street; thence westerly along said South right of way to its intersection with the West right of way of Beech Street; thence southerly along said West right of way to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2007-5387; thence westerly along the North line of said Document No. 2007-5387 parcel to its northwest corner; thence southerly along the West line of said Document No. 2007-5387 parcel to the northerly right of way of the aforesaid BNSF Railway; thence westerly along said northerly right of way to the East right of way of the aforesaid Bishop Avenue; thence southerly along said East right of way to the aforesaid southerly right of way of the BNSF Railway; thence easterly along said southerly right of way to the northeast corner of Lot 1, Block 2 of Cowan Addition, Rolla, Missouri; thence southerly along the East line of said Lot 1 to the aforesaid North right of way of Second Street; thence westerly along said North right of way to its intersection with the West right of way of Faulkner Avenue extended; thence southerly along said extension and said West right of way to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2015-0234; thence westerly along the North line of said Document No. 2015-0234 parcel to its northwest corner; thence southerly along the West line of said Document No. 2015-0234 parcel to its southwest corner; thence easterly along the South line of said Document No. 2015-0234 parcel to the aforesaid West right of way of Faulkner Avenue; thence southerly along said West right of way to the northeast corner of Lot 4, Block 6 of the aforesaid Cowan Addition; thence westerly along the North line of...
said Lot 4 to the aforesaid East right of way of Bishop Avenue; thence southerly along said East right of way to the South line of the aforesaid Lot 4, Block 8 of Cowan Addition; thence easterly along said South line to the aforesaid West right of way of Faulkner Avenue; thence southerly along said West right of way to the southeast corner of Lot 7, Block 8 of the aforesaid Cowan Addition; thence easterly to the southwest corner of Lot 7, Block 7 of said Cowan Addition; thence easterly along the North line of said Lot 7 and its extension to the East right of way of Rucker Avenue; thence northerly along said East right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2002-7134; thence easterly along the South line of said Document No. 2002-7134 parcel and its extension to the West line of Hillcrest Addition, Rolla, Missouri; thence southerly along said West line to the southwest corner of said Hillcrest Addition; thence easterly along the South line of said Hillcrest Addition to the West line of Rolla Park Addition, Rolla, Missouri; thence southerly along said West line to the North right of way of Missouri Highway 72; thence easterly along said North right of way to its intersection with the extension of the East line of a parcel described in Phelps County Deed Records at Document No. 2004-6440; thence southerly along said extension and along said East line of Document No. 2004-6440 parcel to its southeast corner; thence westerly along the South line of said Document No. 2004-6440 parcel to the West line of Rolla Park 2nd Addition, Rolla, Missouri; thence southerly along said West line to the North right of way of Williams Road; thence westerly along said North right of way to its intersection with the aforesaid West right of way of Faulkner Avenue; thence northerly along said West right of way to the northeast corner of Lot 9, Block 13 of the aforesaid Cowan Addition; thence westerly along the North line of said Lot 9 to the aforesaid East right of way of Bishop Avenue; thence southerly along said East right of way to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2010-1778; thence easterly along the North line of said Document No. 2010-1778 parcel to its northeast corner; thence southerly along the easterly line of said Document No. 2010-1778 parcel to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2004-5668; thence southerly along the East line of said Document No. 2004-5668 parcel to the North right of way of Fort Wyman Road; thence westerly along said North right of way to its intersection with the East line of a parcel described in Phelps...
County Deed Records at Document No. 2005-1510 extended; thence southerly along said extension and along said East line of Document No. 2005-1510 parcel to the North line of Rolla Investments Shopping Center Subdivision, Rolla, Missouri; thence easterly along said North line to the northeast corner of said Rolla Investments Shopping Center Subdivision; thence southerly along the East line of said Rolla Investments Shopping Center Subdivision to its southeast corner; thence westerly along the South line of said Rolla Investments Shopping Center Subdivision to the northeast corner of Schweiss Subdivision, Rolla, Missouri; thence southerly along the East line of said Schweiss Subdivision to the northeast corner of C&M Properties Subdivision, Rolla, Missouri; thence southerly along the East line of said C&M Properties Subdivision and its extension to the South right of way of Oaklane Drive; thence easterly along said South right of way to its intersection with the West right of way of Houston Road; thence southerly along said West right of way to the North line of a parcel described in Phelps County Deed Records at Book 262, Page 219 extended; thence easterly along said extension and along the North line of said Book 262, Page 219 parcel to the West line of the Southwest Quarter of the Northeast Quarter of Section 14, Township 37 North, Range 8 West; thence southerly along said West line to the North right of way of Lanning Lane; thence westerly along said North right of way to its intersection with the West line of a parcel described in Phelps County Deed Records at Document No. 2010-6095 extended; thence southerly along said extension and along said West line to the southwest corner of said Document No. 2010-6095 parcel; thence easterly along the South line of said Document No. 2010-6095 parcel to the aforesaid West line of the Southwest Quarter of the Northeast Quarter of Section 14, thence southerly along said West line to the northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 14; thence easterly along the East line of said Northeast Quarter of the Southwest Quarter to the southeast corner a parcel described in Phelps County Deed Records at Document No. 2007-0058; thence westerly along the south line of said Document No. 2007-0058 parcel and along the South line of M&M Subdivision, Rolla, Missouri to the aforesaid West right of way of Bishop Avenue; thence southerly along said West right of way to its intersection with the South line of Lot 4 of Parkview Subdivision, Rolla, Missouri extended; thence westerly along said extension and along said
South line of Lot 4 to its southwest corner, thence northerly along the West line of said Lot 4 to the southwest corner of Lot W of Basswood Subdivision, Rolla, Missouri; thence easterly along the South line of said Lot W to its southeast corner; thence northerly along the East line of said Lot W and its extension to the North right of way of Basswood Drive; thence westerly along said North right of way to the southwest corner of Tract B of Parkview Fourth Subdivision, Rolla, Missouri; thence northerly along the West line of said Tract B and its extension to the North right of way of Kent Lane; thence westerly along said North right of way to the southwest corner of Lot 8 of Southside Plaza Subdivision, Rolla, Missouri; thence northerly along the West line of said Lot 8 to its northwest corner; thence easterly along the North line of said Lot 8 to the West line of a parcel described in Phelps County Deed Records at Document No. 1997-4611; thence southerly along said West line to the southwest corner of said Document No. 1997-4611 parcel; thence easterly along the South line of said Document No. 1997-4611 parcel to its southeast corner; thence northerly along the East line of said Document No. 1997-4611 parcel to the South line of Mid America Plat 2, Rolla, Missouri; thence westerly along said South line to the southwest corner of said Mid America Plat 2; thence northerly along the West line of said Mid America Plat 2 to the South right of way of Aldi Drive; thence westerly along said South right of way to its West right of way; thence northerly along said West right of way to the southwest corner of Lot 1 of Aldi Subdivision, Rolla, Missouri; thence northerly along the West line of said Lot 1 to the South right of way of the aforesaid Lanning Lane; thence easterly along said South right of way to the West line of the Southeast Quarter of the Northwest Quarter of the aforesaid Section 14; thence northerly along said West line to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2012-2623; thence easterly along the North line of said Document No. 2012-2623 parcel to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2013-2030; thence northerly along the West line of said Document No. 2013-2030 parcel to its northwest corner; thence easterly along the North line of said Document No. 2013-2030 parcel to the West right of way of the aforesaid Bishop Avenue; thence northerly along said West right of way to the southeast corner of parcel described in Phelps County Deed Records at Document No. 2003-10388; thence westerly along the South line of said Document No. 2003-10388 parcel to its southwest corner; thence
northerly along the West line of said Document No. 2003-10388 parcel and along the West line of a parcel described in Phelps County Deed Records at Document No. 2006-7874 to the southwest corner of Lot 2 of Chymiak Investments Plat No. 1, Rolla, Missouri; thence northerly along the West line of said Lot 2 to its northwest corner; thence easterly along the North line of said Lot 2 to the southwest corner of Lot 1 of said Chymiak Investments Plat No. 1; thence easterly along the South line of said Lot 1 to the aforesaid West right of way of Bishop Avenue; thence northerly along said West right of way to the North right of way of the aforesaid Oaklane Drive; thence westerly along said North right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2004-3360; thence northerly along the West line of said Document No. 2004-3360 parcel to its northwest corner; thence easterly along the North line of said Document No. 2004-3360 parcel to the southwest corner of a parcel described in Phelps County Deed Records at Book 386, Page 118; thence northerly along the West line of said Book 386, Page 118 parcel to its northwest corner; thence easterly along the North line of said Book 386, Page 118 parcel to the East line of Lot 62 of Railroad Addition, Rolla, Missouri; thence northerly along said East line to the South line of Wal-Mart Supercenter Plaza III, Rolla, Missouri; thence westerly along said South line to the southwest corner of said Wal-Mart Supercenter Plaza III, thence northerly along the West line of said Wal-Mart Supercenter Plaza III and its extension to the North right of way of Stroback Street; thence easterly along said North right of way to its intersection with the East right of way of Spillman Avenue; thence northerly along said East right of way and its extension to the North right of way of Rideview Road; thence westerly along said North right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2014-3674; thence northerly along the West line of said Document No. 2014-3674 parcel to its northwest corner, thence easterly along the North line of said Document No. 2014-3674 parcel to the aforesaid East right of way of Spillman Avenue; thence northerly along said East right of way to the South right of way of the aforesaid BNSF Railway; thence easterly along said South right of way to the aforesaid West right of way of Bishop Avenue, thence northerly along said West right of way to the North right of way of the aforesaid BNSF Railway, thence westerly along said North right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document
No. 2014-5822; thence northerly along the West line of said Document No. 2014-5822 parcel to
the aforesaid South right of way of Kingshighway; thence westerly along said South right of way
to the northeast corner of a parcel described in Phelps County Deed Records at Document No.
1997-4931; thence southerly along the East line of said Document No. 1997-4931 parcel to the
aforesaid North right of way of the BNSF Railway; thence southwesterly along said North right
of way to the southeast corner of Lot 9 of Park Plaza Revised, Rolla, Missouri; thence westerly
along the South line of said Lot 9 to the East right of way of the aforesaid Bryant Road; thence
southerly along said East right of way to the South line of Lot 1 of said Park Plaza Revised
extended; thence westerly along said extension and along said South line of Lot 1 to the West
line of said Park Plaza Revised; thence northerly along the West line of said Park Plaza Revised
to the northwest corner of a parcel described in Phelps County Deed Records at Document
No. 2010-3008; thence southeasterly along the North line of said Document No. 2010-3008 to
the West right of way of the aforesaid Bryant Road; thence northerly along said West right of
way to its intersection of the aforesaid South right of way of Kingshighway; thence westerly
along said South right of way to the northeast corner of a parcel described in Phelps County
Deed Records at Document No. 2013-6030; thence southerly along the East line of said
Document No. 2013-6030 parcel to its southeast corner; thence westerly along the South line of
said Document No. 2013-6030 parcel to the East right of way of Bridge School Road; thence
southerly along said East right of way to the southwest corner of a parcel described in Phelps
County Deed Records at Document No. 2005-896; thence easterly along the South line of said
Document No. 2005-896 to its southeast corner; thence northerly to the North line of Lot 103 of
the aforesaid Railroad Addition; thence easterly along the North line of said Lot 103 to its
northeast corner; thence southerly along the East line of said Lot 103 to the aforesaid northerly
right of way of the BNSF Railway; thence westerly along said northerly right of way to the South
line of the aforesaid Lot 103 of Railroad Addition; thence westerly along said South line to the
northwesterly right of way of the aforesaid Bridge School Road; thence westerly along said
northwesterly right of way to the southwest corner of Municipal Acres No. 3, Rolla, Missouri;
thence northerly along the West line of said Municipal Acres No. 3 and the along the West line
of Blue's Lake Plat No. 10, Rolla, Missouri to its northwest corner; thence easterly along the
North line of said Blue's Lake Plat No. 10 to the West line of the Southwest Quarter of the Southwest Quarter of Section 10, Township 37 North, Range 8 West, thence northerly along the West line of said Southwest Quarter of the Southwest Quarter to the southwesterly line of Lot 1 of Blue's Lake Plat No. 3, Rolla, Missouri; thence southeasterly along said southwesterly line to the southernmost corner of said Lot 1; thence northeasterly along the southeasterly line of said Lot 1 to the West right of way of Blue's Lake Parkway; thence northerly along said West right of way to its intersection with the South right of way of the aforesaid Interstate 44; thence easterly along said South right of way to its intersection with the East right of way of the aforesaid Blue's Lake Parkway; thence northerly to a point on the North right of way of the aforesaid Interstate 44 which lies 150 feet left of Left Lane Station 847+50; thence westerly along said North right of way of Interstate 44 to its intersection with the East right of way of Sally Road (Phelps County Road 8110); thence northerly along said East right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 1998-5884; thence easterly along the South line of said Document No. 1998-5884 parcel to its southeast corner; thence northerly along the East line of said Document No. 1998-5884 parcel to its northeast corner; thence westerly along the North line of said Document No. 1998-5884 parcel to the aforesaid East right of way of Sally Road (Phelps County Road 8110); thence northerly along said East right of way to the North line of the South Half of the Northwest Quarter of the aforesaid Section 10, thence easterly along said North line to the point of beginning.

EXCEPT the following tracts described in Phelps County Deed Records at:

- Document No. 2012-2943 (Tracts 1 through 7)
- Document No. 2015-2176
- Document No. 2008-4508
- Book 353, Page 141 (except the west 207.30 feet)
- Document No. 1997-692
- Document No. 2011-2788
- Document No. 2004-7430
- Document No. 2012-3016 (Paragraphs 1 and 3)
- Document No. 2008-3599
Document No. 2013-3343
Document No. 2003-4026
Document No. 2004-781
Book 387, Page 008
Document No. 2015-2176

ALSO EXCEPT: Lot 1 of VBC, Inc. Subdivision, Rolla, Missouri; North Brook PUD, Rolla, Missouri; North Brook No. 2 PUD, Rolla, Missouri; Lots 1 and 2, Event Center Subdivision, Rolla, Missouri; and all that part of Lot 99 of Railroad Addition, Rolla, Missouri contained within parcel described in Phelps County Deed Records at Document No. 2007-5871.

AND ALSO EXCEPT: All of University Park Subdivision, Rolla, Missouri except the following lots: Lots 1 through 4, 7, 10 through 13 and 34 through 37, and all that part of Columbia Avenue bordered by the aforesaid Lots 10 through 13 and 34 through 37.
EXHIBIT D

MAP OF THE DISTRICT

Proposed TDD October 19, 2015
EXHIBIT E

DESCRIPTION OF THE TRANSPORTATION PROJECT

The Transportation Project consists of the acquisition, design and construction of the following transportation-related improvements in and around the District:

HIGHWAY 72 EXTENSION

Extension of Missouri State Highway 72 westerly from and between Bishop Avenue/US Highway 63 and the intersection of Bridge School Road and Kingshighway. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of Highway 72 Extension.

KINGSHIGHWAY IMPROVEMENT

Improvement of Kingshighway from and between Bishop Avenue/US Highway 63 and the north side of the intersection of Kingshighway and Interstate 44. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of Kingshighway.

ROLLA WEST TDD IMPROVEMENTS

Construction of (a) an interior road system to serve the retail development to be constructed within the District; (b) portions of a connector road from and between Old Wire Road and State Route E; (c) an extension of Kingshighway from and between the north roundabout at the intersection of Interstate 44 and Kingshighway to the retail development; (d) a signalized intersection at the intersection of the extension of Kingshighway and the proposed connector road. These improvements include but are not limited to (i) accompanying grading, drainage, pavement, curb, gutter, sidewalk, storm water facilities, sidewalks, bike lanes, pedestrian and bicycle trails, turn lanes, median improvements, structures (including without limitation any architectural treatments related thereto), signing, striping, lighting, landscaping or other similar or related infrastructure or improvements in connection with items (a) through (d) above.

BISHOP AVENUE COMPLETE STREET CONCEPT

Transformation of Bishop Avenue from a US Highway to a complete street from Interstate 44 south to Kingshighway. Complete street improvements may include a road diet through the reduction of a travel lane leaving one lane in each direction and a center turn lane with segments of median treatments where practical. A vacated lane could be repurposed to a separated bicycle lane and sidewalk. Other improvements include but are not limited to right-of-way acquisition, pavement replacement, intersection improvements, signalization, roundabouts, green space enhancements, landscaping, street lighting, decorative lighting and signage, sidewalks, bike lanes, pedestrian and bicycle trails, turn lanes, deceleration lanes, storm water improvements, signage, striping, median improvements and interconnection of signals and any other transportation related costs related to the transformation of Bishop Avenue to a complete street.
INTERSTATE 44 PEDESTRIAN BRIDGE

Construction of a dedicated 10-feet bicycle/pedestrian overpass located just east of the Interstate 44/Missouri Route E Interchange Bridge. The bridge will span Interstate 44 and connect the sidewalk on University Drive to White Columns Drive north of the interchange. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of bridges, sidewalks, bike lanes, pedestrian and bicycle trails, retaining walls, lighting, landscaping improvements, signage, striping and any other transportation related costs related to the improvement of the Interstate 44 Pedestrian Bridge.

UNIVERSITY DRIVE REALIGNMENT

Realignment of University Drive which will provide a new direct connection to Miner Circle Drive which serves as the Missouri S&T campus front door. The new entrance to campus will be defined with new signage and landscaping that will clearly identify the access to campus and to student services. The realignment of University Drive will be from and between the existing intersection of University Drive/State Route E and Poole Avenue and the intersection of Bishop Avenue and Miner Circle Drive. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, roundabouts, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of the University Drive Realignment.

10TH STREET OVERPASS

Construction of a new 2-lane overpass over Interstate 44 which will provide a direct connection to the above-described Rolla West TDD improvements and a possible connector road from and between Old Wire Road and State Route E. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, bike lanes, pedestrian and bicycle trails, retaining walls, lighting, signalization, roundabouts, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of the 10th Street Overpass.

10TH STREET RECONSTRUCTION

Reconstruction of 10th Street from and between Bishop Avenue and Innovation Drive. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, roundabouts, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of the 10th Street Reconstruction.

INNOVATION DRIVE EXTENSION

Extension of Innovation Drive from and between the existing south terminus of Innovation Drive to Bryant Road. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls,
lighting, signalization, roundabouts, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of the Innovation Drive Extension.

PINE STREET RECONSTRUCTION

Reconstruction of Pine Street from and between Bishop Avenue and 10th Street. These improvements will narrow the travel lanes to 11-feet and add dedicated bike lanes. These improvements will include conversion of the one-way segment from 12th to 10th Street to two-way operations. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, roundabouts, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of the Pine Street Reconstruction.

OTHER CITY PROJECTS

Conversion of selected downtown 1-way streets to 2-way operations; New gateways at the Interstate 44/Bishop Avenue Interchange, Interstate 44/Kingshighway Interchange and Bishop Avenue just north of Highway 72; Partnership between the City and Missouri S&T University for expanded public transit service; Sidewalk improvement to connect gaps in the sidewalk network and repair aging sidewalks downtown. Sidewalk improvements are intended to address basic pedestrian needs including, but not limited to, connecting the Missouri S&T campus, downtown, adjacent neighborhoods, parks and other important local destinations; 12-foot multipurpose pedestrian and bicycle trails connecting west Rolla, Missouri S&T and downtown; Connect the 10th Street Overpass to Sally Road and other transportation-related improvements benefitting the District including but not limited to right-of-way acquisition, pavement replacement, intersection improvements, signalization, roundabouts, green space enhancements, landscaping, street lighting, decorative lighting and signage, sidewalks, bike lanes, pedestrian and bicycle trails, turn lanes, deceleration lanes, storm water improvements, signage, striping, median improvements and interconnection of signals and any other transportation related costs related to the above-referenced projects.

The Transportation Project shall also include: (1) the costs associated with the operation and maintenance of the Transportation Project, (2) costs of right-of-way and other land acquisition, settlement and transfer, including relocation costs, taxes, surveys and other professional fees, (3) costs for demolition, earth work, erosion control, including paving, sanitary sewers, storm drainage, water systems, retention basins and retaining walls, provisions for the construction and/or relocation of utilities, including electric, gas, telephone, fiber optic cable, as well as landscaping, irrigation, street lighting and environmental engineering and abatement, (4) costs for replacement of existing roadway surfaces, curbs and gutters, restriping, replacement or installation of sidewalks, traffic/pedestrian signalization, including interconnecting existing signals, roundabouts, signage street lighting and landscaping, (5) costs for legal and engineer’s fees, construction cost financing, placement fees, interest, builder’s risk insurance, design, engineering, development, project management, architect and contractor fees, as well as all other professional costs associated with the Transportation Project, including accounting and appraisal fees, (6) costs related to any authorized indebtedness or lease obligation of the District, including accrued interest, capitalized interest, reserve funds and costs of issuance and (7) the administrative, legal and accounting costs associated with the creation, administration and existence of the District and costs associated with the collection and enforcement of the District Sales Tax.

ExE-3
The City, RMU, and Mc Power have been exploring opportunities to install a large solar farm under the ultimate direction of the MO Joint Municipal Electric Utility Commission (MJMEUC) the electric pool that serves RMU. After months of exploring alternative locations it appears MC power has reached a purchase contract with RCDC for 15+ acres on the east side of the HyPoint Industrial Park. While not a done deal yet the attached Interconnect and Operating Agreement lays out the responsibilities of both MC Power and City/RMU.

The RMU Board of Public Works will review the attached agreement and will advise Council on same at their meeting this week. The City has reviewed the development proposal and estimates total fees for site development permitting and related building permits to be in the $6,000 to $7,000 range. Issues of tax exemption as a solar project or tax applicability will be addressed directly with the County, as the City does not have a role in assessment. Legal has reviewed the agreement and is comfortable with same subject to the property closing.

Recommendation: Resolution to approve subject to RMU advising same.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, AN INTERCONNECTION AND OPERATING AGREEMENT BY AND BETWEEN THE CITY OF ROLLA, MISSOURI AND ROLLA MUNICIPAL UTILITIES AND MCP-ROLLA, LLC, FOR THE ROLLA, MISSOURI PHOTOVOLTAIC GENERATING FACILITY.

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, an interconnection and operating agreement by and between the City of Rolla, Missouri and Rolla Municipal Utilities and MCP-Rolla, LLC, for the Rolla, Missouri Photovoltaic Generating Facility, a copy of said agreement 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:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
INTERCONNECTION AND OPERATING AGREEMENT
By and Between
The City of Rolla, Missouri and Rolla Municipal Utilities
And
MCP-Rolla, LLC
For The
Rolla, Missouri Photovoltaic Generating Facility

This INTERCONNECTION AND OPERATING AGREEMENT ("Agreement") is entered into this _____ day of __________, 2015, by and between the City of Rolla, Missouri and Rolla Municipal Utilities (hereinafter "City") and MCP-Rolla, LLC (hereinafter "Interconnection Customer") (collectively "Parties").

WHEREAS, City owns, operates and maintains a municipal electric utility system in Rolla, Missouri ("Distribution System"), and is a full-requirements member of the Missouri Public Energy Pool # 1 ("MoPEP") operated by Missouri Joint Municipal Electric Utility Commission ("MJMEUC"); and

WHEREAS, Interconnection Customer intends to install, own and operate a nominal 3.2 megawatt DC (3.2 MW) photovoltaic electric generating facility located within the City's Distribution System ("Generating Facility"); and

WHEREAS, Interconnection Customer and City have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with City's Distribution System and to establish the Parties' respective operating requirements, responsibilities, and protocols; and

WHEREAS, MC Power Companies, Inc. intends to transfer ownership of MCP-Rolla, LLC to Gardner Capital, Inc. ("Gardner") upon completion of the installation of the Generating Facility, as a result of which Gardner will become an additional party hereto as provided below; and

WHEREAS, MJMEUC has entered into a Master Renewable Power Purchase Agreement with MC Power Companies, Inc., the current owner of Interconnection Customer, for the sale and purchase of all output, capacity and net energy from solar generating facilities located in various MoPEP cities, including the Generating Facility; and

WHEREAS, in connection with the transfer of ownership of MCP-Rolla, LLC to Gardner Capital, Inc. or its affiliate, it is intended that MJMEUC, MCP-Rolla, LLC and Gardner Capital, Inc. will enter into a Renewable Power Purchase Agreement ("PPA") relating solely to the Rolla Generating Facility, substantially in the form attached hereto as Annex A, which will supersede and terminate the Master Renewable Power Purchase Agreement solely as it relates to the Rolla Generating Facility.
NOW, THEREFORE, in consideration of and subject to the mutual covenants set forth herein, the Parties agree as follows:

1.0 Purpose; Definitions.

1.1 The Parties have entered into this Agreement to govern the terms and conditions under which the Parties will interconnect and Interconnection Customer will operate the Generating Facility in parallel with the City's Distribution System. The technical requirements for interconnection are described in Annex C.

1.2 All capitalized terms used herein shall have the meaning set forth in the attached Glossary of Terms at Annex B, or if not defined therein, the meaning set forth in the PPA. In the event that the PPA is terminated as a result of MJMEUC exercising its rights under Section 2.9 of the PPA, the definitions set forth in the PPA that are used herein will be incorporated herein and continue to apply notwithstanding the termination of the PPA.

2.0 Facility Specifications. Attached as Annex C are Specifications for: a) the Generating Facility that Interconnection Customer proposes to design, construct, purchase, and own to interconnect with the City's Attachment Facilities to the Distribution System, including all equipment needed to make such connection; and b) the Attachment Facilities to be designed, constructed, purchased, and owned by City that will interconnect the Generating Facility to City's Distribution System to ensure the Distribution System's receipt of power from the Generating Facility. Interconnection Customer represents and warrants that, upon completion of construction of its facilities, it will own or control the Generating Facility identified in the Specifications attached hereto. City represents and warrants that, upon completion of construction or installation of the Attachment Facilities identified in the Specifications attached hereto, it will own or control the Distribution System as well as the Attachment Facilities. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations and Good Utility Practice.

3.0 Maintenance and Repair. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the Facilities that it now owns or subsequently may own. Each Party shall be responsible for the safe installation, maintenance, repair, and condition of its Facilities, lines and appurtenances on its side of the point of change of ownership, the Point of Delivery. The City shall provide, at its expense, Attachment Facilities and/or other interconnection facilities that adequately protect the Distribution System, personnel, and other persons from damage and injury.

4.0 Effective Date; Term.

4.1 This Agreement shall become effective on the date it is executed by the Parties.

4.2 Interconnection service shall commence when all Interconnection Facilities and the Generating Facility have been constructed or installed, tested, and determined
to be operating properly as a part of the testing protocol that will determine the Commercial Operation Date under the PPA.

4.3 Unless terminated earlier in the event of default pursuant to Article 20.0 or by mutual agreement of the Parties, this Agreement shall terminate as of the date of termination of the PPA; provided, however, that if the PPA is terminated by exercise of MJMEUC’s right to purchase the Generating Facility thereunder, pursuant to Section 2.9 of the PPA, MJMEUC will become the Interconnection Customer and this Agreement shall continue and remain in effect until terminated by the mutual agreement of City and MJMEUC (or until terminated by either City or MJMEUC in the event of default).

4.4 Upon termination of this Agreement due to default, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the defaulting Party. If the Parties mutually agree to terminate this Agreement and to disconnect the facilities, the Parties shall work together in establishing the cost responsibility for disconnection.

4.5 Upon termination of this Agreement, if Interconnection Customer is not in default and intends to continue operating the Generating Facility, City shall work with Interconnection Customer to develop reasonable, non-discriminatory rates, terms and conditions for interconnection and Wheeling Service over the facilities owned by City to permit Interconnection Customer to deliver energy from the Generating Facility to points outside of the City’s Distribution System; no sales of energy from the Generating Facility shall be made to third parties located within the City’s retail service area.

4.6 The termination of this Agreement shall not relieve the Parties of their liabilities and obligations owed or continuing at the time of the termination. More generally, this Agreement shall continue in effect after termination to the extent necessary to provide for any final billings and payments for costs incurred hereunder; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the property or realty owned by the other Party to enable it to disconnect, remove or salvage its own facilities and equipment, to the extent permitted hereby.

5.0 [Intentionally Omitted].

6.0 Provision of Interconnection Service.

6.1 It is understood and agreed that the interconnection service provided hereunder is limited to the Distribution System, and that if Interconnection Customer wishes to obtain interconnection and/or transmission service on any transmission facilities owned by third parties, additional studies and/or facilities may be required, and
Interconnection Customer shall bear all related costs.

6.2 The City represents that it has analyzed its Distribution System, and the Distribution System has the capacity to accept the total output of the Generating Facility, as contemplated by the 3.2 MW nameplate nominal capacity.

7.0 Facilities Design.

7.1 The City represents that it will coordinate with Interconnection Customer to analyze, design, and construct all Attachment Facilities necessary to permit the Distribution System to receive the total output of the Interconnection Customer's Facility as contemplated in the PPA. The City acknowledges that any fees for plan review, building permits and all other fees associated with land use or disturbance, zoning and construction of the Generating Facility are expected to be less than $10,000 in the aggregate.

7.2 The City represents that it has analyzed its Distribution System, and the Distribution System has the capacity to accept the total output of the Generating Facility, as contemplated by the PPA and this Agreement.

7.3 City shall have no obligation to modify its Distribution System to accommodate a higher capacity of the Generating Facility without mutual consent of the Parties.

7.4 Each Party warrants that its respective facilities will be designed, constructed, operated and maintained in accordance with Good Utility Practice.

7.5 If limitations on the Distribution System, arising from an intentional act or omission by the City, its employees, contractors or authorized agents, including, but not limited to, disconnecting the Generating Facility from the Distribution System or taking any intentional act or omission which prohibits, limits, reduces or diminishes the transfer of energy deliveries from the Generating Facility to MJMEUC (other than those actions necessary to complete repairs or upgrades to the Distribution System or to address an Emergency Condition), result in reductions or interruptions of energy deliveries to MJMEUC under the PPA, the City shall pay Interconnection Customer the difference between the amount actually due from MJMEUC and the amount that would have been due from MJMEUC under the PPA but for the City's actions to prohibit, limit, reduce or diminish the capability of the Distribution System to deliver output of the Generating Facility to MJMEUC.

8.0 Construction and Cost Responsibility.

8.1 Interconnection Customer shall design, construct, and pay all costs associated with the interconnection on the Project Site of the Generating Facility to the Attachment Facilities at the Point of Delivery. Subject to Section 14.2, City shall
be responsible for and pay all costs from the Point of Delivery to the Distribution System.

8.2 Upon reasonable notice to and supervision by a Party, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party's facilities and equipment, to the extent permitted hereunder, upon termination of this Agreement. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party. It shall be the responsibility of the Interconnection Customer to acquire, at its sole cost and expense, any ingress and egress easements or other rights of access necessary to allow the Interconnection Customer and the City, and their respective successors and permitted assigns, the right of access to and from the Generating Facility, which shall necessarily include an ingress and egress easement in favor of City for such right of access.

8.3 The Parties will keep each other advised periodically as to the progress of their respective efforts and responsibilities. Either Party may, at any time, request a progress report from the other Party.

9.0 Interconnection Specifications.

9.1 Point of Interconnection. The point of interconnection between the Interconnection Customer and the City shall be at the point on the Project Site where electric power from the Generating Facility is received by the Attachment Facilities as identified on the one-line diagram attached as Annex D to this Agreement. This is the Point of Delivery (also referred to as the Delivery Point) specified and defined in the PPA.

9.2 List and Ownership of Interconnection Facilities. The respective Interconnection Facilities to be constructed and associated ownership of the components thereof are identified in the Specifications attached to this Agreement as Annex C.

9.3 Applicable Technical Standards. The technical requirements and standards that apply to (a) the Generating Facility and (b) the associated Interconnection Facilities are identified in the Specifications attached to this Agreement.
10.0 **Metering.** Interconnection Customer shall be responsible for the reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of revenue-quality metering and data acquisition equipment. The metering and data acquisition equipment shall be installed at the Point of Delivery pursuant to Article III of the PPA. City shall permit MJMEUC to install check metering equipment if it elects to do so pursuant to Section 3.1 of the PPA. The metering (and data acquisition, as required) equipment shall conform to applicable industry rules and operating requirements, and shall be subject to the duties and obligations relating to metering equipment contained in the PPA.

11.0 **Equipment Testing and Inspection.**

11.1 Prior to the Commercial Operation Date, City shall test its Interconnection Facilities and Interconnection Customer shall test the Generating Facility to ensure their safe and reliable operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Each Party shall bear the cost of all such testing and modifications with respect to its own facilities.

11.2 Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party’s facilities, at the requesting Party’s expense, as may be required by Good Utility Practice.

11.3 Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party shall have the right, at its own expense, to observe such testing.

12.0 **Temporary Disconnection.** Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

12.1 Under Emergency Conditions, the City may immediately suspend interconnection service and the Party whose equipment is experiencing an Emergency Condition may temporarily disconnect the affected equipment.

12.2 Each Party shall notify the other Party promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect service under this Agreement or the PPA. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action. The Party making the claim shall use Reasonable Efforts to coordinate with the other Party and minimize any reduction or temporary disconnection of the Generating Facility.
12.3 Each Party may in accordance with Good Utility Practice and in coordination with the other Party remove from service any of its respective Interconnection Facilities, the Distribution System, or the Generating Facility as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. To the extent feasible, routine maintenance requiring disconnection should occur between sunset and sunrise. In all circumstances, a Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.

13.0 Assignment/Joiner. This Agreement may be assigned upon prior written notice to and obtaining the consent of the other Party, provided that all permitted successors and assigns shall be subject to all rights and obligations contemplated herein:

13.1 Notwithstanding the foregoing, the Interconnection Customer shall have the right to assign this Agreement, without the consent of the City, for collateral security purposes to aid in providing financing for the Generating Facility as provided in Section 10.1 of the PPA, provided that the Interconnection Customer will promptly notify the City of any such assignment and provided that any such assignee shall be bound by any and all of the terms and conditions of this Agreement and the PPA.

13.2 Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

13.3 The City acknowledges and hereby consents to the terms of MJMEUC's option to purchase the Generating Facility as specified in Section 2.9 of the PPA.

13.4 Contemporaneously with the transfer of ownership of MCP-Rolla, LLC, the new owner of MCP-Rolla, LLC shall execute and deliver to City and MJMEUC a joinder in the form attached hereto as Annex E, making the new owner of MCP-Rolla, LLC an additional party hereto, such that MCP-Rolla, LLC and its new owner will together constitute the Interconnection Customer. Notwithstanding any other provision of this Agreement, any such transfer of ownership of MCP-Rolla, LLC without delivery of the required joinder, which is not cured within thirty (30) days after notification by City, shall constitute an event of default by Interconnection Customer, and City shall have the right to terminate this Agreement upon 30 days' written notice.
14.0 Modifications After Commercial Operation.

14.1 If a Party seeks to undertake a modification to its facilities that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential (excepting only where disclosure of such information shall be mandated by law), hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. Unless action is required more expeditiously to address an Emergency Condition or otherwise for reliable operation of the Distribution System, the Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

14.2 In the case of Generating Facility modifications, City shall provide, within thirty (30) days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System or City's Interconnection Facilities, or other modifications or upgrades necessitated by such proposed modifications to the Generating Facility, and a good faith estimate of the costs thereof. Interconnection Customer shall be responsible for costs of all such modifications or upgrades due to Generating Facility modifications identified after approval of the Final Design of the Generating Facility and Interconnection Facilities by both Parties.

14.3 Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this Agreement and Good Utility Practice.

15.0 Indemnity. The Parties hereby mutually indemnify and hold harmless each other from liability as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 16.0. However, the City's obligations to indemnify under this Section 15 and this Agreement shall at all times remain subject to any limitations imposed upon the authority of a municipal corporation and political subdivision to provide indemnification under Missouri law, and shall not constitute a waiver of City's sovereign immunity, and said obligations shall arise only after full observance and compliance with the provisions of, and shall not in any way waive the right of the City to assert a defense founded in sovereign immunity, or founded in compliance with the provisions of, Article VI, Section 23, and Article VI, Section 25, of the Missouri Constitution.

15.1 Each Party shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions against
each other or relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties or to each other, arising out of or resulting from the indemnifying Party's negligent or intentional action or inaction or failure to meet its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

15.2 If a Party is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

15.3 If a Party is obligated to indemnify and hold any indemnified Party harmless under this article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.

15.4 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

15.5 Each Party shall obtain insurance from a financially reputable insurer licensed to do business in the State of Missouri in the forms and amounts listed in Annex F. Each party shall name the other party as an “Additional Insured” on such policies and provide each other with certificates of insurance evidencing that all of the required coverages are in force and have been endorsed to provide that no policy will be cancelled or materially altered without first giving the Additional Insured thirty (30) days’ advance notice.

16.0 **Consequential Damages.** Other than as expressly provided for in this Agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, or cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.

17.0 **Third Party Beneficiaries.** No third party beneficiary rights are created under this Agreement.

18.0 **Waiver.** No waiver by a Party of one or more defaults by the other Party in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character. Any
waiver by a Party of any of its rights or remedies hereunder shall be valid only as and to the extent expressly stated in a written notice of waiver provided to the other Party.

19.0 **Force Majeure.**

19.1 A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or part due to an event of Force Majeure. The Party rendered unable to fulfill any obligation by reason of Force Majeure shall take all action necessary to remove such inability with all due speed and diligence. The nonperforming Party shall be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed.

19.2 Notwithstanding anything in the Agreement to the contrary, Force Majeure shall not mean:

(a) Inclement weather affecting construction, start-up, operation, or decommissioning of the Generating Facility or related facilities.
(b) Changes in market conditions, governmental action, or weather conditions that affect the cost of producing energy at the Generating Facility or affect the price of energy that could be obtained from sources other than the Generating Facility.
(c) Unavailability of sunshine.
(d) Unavailability of equipment, repairs or spare parts for the Generating Facility, except to the extent due to qualifying event of Force Majeure.
(e) Inability to obtain, maintain or renew any Permit or any delay in obtaining, maintaining, or renewing any Permit.
(f) Litigation or administrative or judicial action pertaining to the Agreement, the site, the Generating Facility, the acquisition, maintenance or renewal of financing or any permits, or the design, construction, maintenance or operation of the Generating Facility.

19.3 In the event of any delay or nonperformance resulting from Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable after the occurrence of the Force Majeure event, notify the other Party in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption in performance.

20.0 **Breach and Default.**

20.1 A Party shall be considered in breach of this Agreement upon:

(a) The failure to comply with any material term or condition of this Agreement. The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to
the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator.

(b) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement.

(c) The failure of the Party to provide access rights, or the Party’s attempt to revoke or terminate such access rights, as provided under this Agreement.

(d) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

20.2 Upon the occurrence of an event of breach, the Party not in breach may give written notice of the breach to the breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and where known and applicable, the steps necessary to cure such breach. Upon an occurrence described in part (b) of Section 20.1 of this Agreement, the Party experiencing such occurrence shall notify the other Party in writing within seven (7) Business Days after the commencement of such occurrence. Upon receiving written notice of a breach hereunder, or providing notice pursuant to the previous sentence, the breaching Party shall immediately commence in good faith all steps as are reasonable and appropriate to cure the breach and shall thereafter diligently pursue such action to completion. In the event the breaching Party fails to cure a breach described in Section 20.1 (a) (c) (d) or (e) within thirty (30) days of notification or fails to cure a breach described in Section 20.1(b) within fifteen (15) days of notification, the breaching Party shall be in Default of this Agreement.

20.3 Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (i) terminate this Agreement as of a date set forth in notice to the Defaulting Party; (ii) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and/or (iii) exercise such other rights and remedies as it may have in equity or at law including but not limited to damages arising out of the Default.

21.0 Disputes.

21.1 Any claim or dispute that a Party may have against the other Party arising out of the Agreement shall be submitted in writing ("Notice of Dispute") to such other Party. The submission of a Notice of Dispute shall include a concise statement of the question or issue in dispute, together with relevant facts and documentation to fully support the claim.

21.2 The Parties shall attempt to resolve through informal means any dispute for which a Notice of Dispute is provided, including mediation. Failing such informal resolution, a Party may initiate any appropriate legal action in a court of
competent jurisdiction, subject to the provisions set forth hereafter or initiate binding arbitration. This Agreement shall be deemed to have been entered into in Phelps County, Missouri, is a Missouri contract governed by the laws of the State of Missouri, and has as its sole subject matter the construction and operation of the Generating Facility. Accordingly, the parties stipulate and agree that, for any legal action necessary to remedy a breach or default of this Agreement, or for the enforcement of any of the provisions of this Agreement, or for any other purpose related to this Agreement, venue shall be proper in the Circuit Court of Phelps County, Missouri, and any such legal action shall be brought in the Circuit Court of Phelps County, Missouri. For these same reasons, in addition to the reasons that the Interconnection Customer is entering into an agreement with the City within the State of Missouri and that the Interconnection Customer is transacting business within the State of Missouri, and in the event any legal action shall be commenced concerning this Agreement, the consents and submits to the jurisdiction of the State of Missouri in and over the person of the, and Interconnection Customer further consents to the issuance and service of process within or without the State of Missouri, whether Interconnection Customer is now a resident of the State of Missouri or is at the time of the commencement of such legal action a resident of the State of Missouri.

22.0 Amendment. This Agreement, or any part thereof, may not be amended or modified other than by a written document signed by the Parties.

23.0 Notices. Any permissible notice or request made by a Party regarding this Agreement shall be made to the representative of the other Party as indicated below:

City:

City of Rolla
P.O. Box 979
901 North Elm Street (physical address)
Rolla, Missouri 65402

Rolla Municipal Utilities
Rolla, Missouri 65402
Attention: John D. Butz, City Administrator; Phone: 573.426.6948
Attention: Rodney M. Bourne, General Manager, Rolla Municipal Utilities;
        Phone: 573.364.1572

Interconnection Customer:

MCP-Rolla, LLC
4031 NE Lakewood Way
Lee’s Summit, Missouri 64064
Attention: Tony Ross
24.0 **Conflict and Inconsistencies with Agreement.** Nothing in this Agreement is intended to contradict the terms of the PPA. To the extent a conflict arises between this Agreement and the PPA, the terms of the PPA shall prevail. The parties to the PPA may decide to amend the PPA at any time, and from time to time, as they determine; provided, however, that in the event that any such amendment to the MRPPA impacts the legal or pecuniary interests of the City, or impacts the ability of the City to continue the safe and efficient operation of its Distribution System, such amendment will not be binding upon the City unless the City has consented in writing to such amendment.

25.0 **Governing Law.** The Agreement is made in the State of Missouri and shall be interpreted and governed by the laws of the State of Missouri and/or the laws of the United States, as applicable.

26.0 **Relationship of Parties.** The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between City and Interconnection Customer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

27.0 **Good Faith and Fair Dealing; Reasonableness.** The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of the Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed; and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

28.0 **Severability.** Should any provision of the Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in force. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.
29.0 **Cooperation.** The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement, including such reasonable actions as necessary to assist Interconnection Customer to obtain Project financing. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under the Agreement.

30.0 **Condition of City's Obligation to Perform.** Each and every obligation of City to be performed hereunder shall be subject to and contingent upon the occurrence of the successful closing of a certain sale and purchase transaction by and between Rolla Community Development Corporation (as “Seller”) and Interconnection Customer (or MCP-Rolla, LLC) (as “Buyer”) pursuant to a certain written agreement therefor entered into by Seller and Buyer on or about November 15, 2015.

IN WITNESS WHEREOF, City and Interconnection Customer have caused this Agreement to be executed by their respective authorized officials.

MCP-Rolla, LLC

City of Rolla, Missouri

________________________________________
President – Anthony Ross

________________________________________
Mayor, City of Rolla

________________________________________
Date

________________________________________
Attest: Legal Counsel

________________________________________
Date
Annex A

Form of
Renewable Power Purchase Agreement

Between
Missouri Joint Municipal Electric Utility Commission
MCP-Rolla, LLC
And
Gardner Capital, Inc.
For The
Rolla Solar Generating Project

[Note: the actual project-specific PPA will not be signed until Gardner acquires MCP-Rolla, LLC, so what we’ll be attaching here is the unexecuted version]
Annex B

GLOSSARY OF TERMS

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Attachment Facilities – All facilities needed to connect the Generating Facility to the Distribution System, in order to be capable of receiving the total output of the Interconnection Customer's Facility.

Default – The failure of a breaching Party to cure its breach under the Agreement, as provided in Section 20.0.

Distribution System – The City's facilities and equipment used to receive and transmit electricity from its points of receipt (including the interconnection with the Generating Facility) to the ultimate usage points such as homes and industries within the City of Rolla, including any Attachment Facilities that are necessary to physically and electrically interconnect and receive electricity from the Generating Facility pursuant to this Agreement.

Emergency Condition – A condition or situation requiring actions or inactions deemed necessary by the sole but reasonable judgment of the Party in order to (i) comply with any order issued by the applicable Reliability Coordinator under NERC reliability standards, (ii) preserve public health and safety, (iii) limit or prevent damage, or (iv) expedite restoration of service. For purposes of this definition, ability of a Party to purchase energy at a price lower than the Guaranteed Price shall not be considered as a condition or situation that would impact public health or safety or create damage.

Facilities – The Distribution System, the Interconnection Facilities, and/or the Generating Facility, as applicable.

Generating Facility – The Interconnection Customer's facility and equipment used to generate and transmit electricity through the Attachment Facilities to the Distribution System.

Interconnection Facilities – The Attachment Facilities owned by the City and the facilities or equipment owned by the Interconnection Customer that connect the Generating Facility to the City's Distribution System.

MJMEUC – Missouri Joint Municipal Electric Utility Commission.

Party or Parties – The City, the Interconnection Customer or both.
**Point of Delivery – (or Delivery Point)** The point of interconnection on the Project Site between the Generating Facility and the City’s Attachment Facilities, as depicted and labeled by a dashed line of demarcation in the one-line drawing attached as Annex D heretc.

**Project Site** – The specific location of the Generating Facility as shown in Annex C.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Wheeling Service** – The transfer of electric power generated by Interconnection Customer through the City Distribution System to service areas outside the City’s Distribution System.
Annex C

PROJECT SITE DESCRIPTION,
SPECIFICATIONS FOR THE GENERATING FACILITY
AND DESCRIPTION OF THE TECHNICAL REQUIREMENTS OF THE
INTERCONNECTION FACILITY

Preliminary Description Of The Project Equipment:
(Brand names may change)

The 3.20MW photovoltaic solar power installation to be developed and completed by Interconnection Customer includes the following facilities, equipment and technical specifications:

- 10,152 JA Solar Panels (JAP672P-315/3BB) rated at 315 watts each
- 188 - 2 X 27 Applied Energy Technologies Racking Sections containing 54 Panels each
- The tilt is 25 degrees and the azimuth is 180 degrees
- 4 – 630kW Utility Grade SMA Inverters (Sunny Central 630CP-US)
- 36 – SolarBOS Combiner Boxes with load-break DC disconnect (inputs will vary)
- 4 SolarBOS Load Break Disconnect enclosure
- 2 - 1250kVA Sunbelt Pad Mount solar step-up transformers
- Approximately 3,454 +/- lineal Ft. of a 6 foot high security fence
- 1 – Data Acquisition System and DECK Revenue-quality metering equipment. A web based monitoring system that monitors at zone level. This is an efficient way to monitor the production output of the system. If there is an outage, one can quickly resolve the source of the problem.

Description of Rolla Equipment:

The City of Rolla is in the process of designing their MV tie in. Details will be provided once that information is finalized. The tie in voltage for this project is 12.47kV.
Annex D

ONE-LINE DIAGRAM DEPICTING THE FACILITIES
(Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades)
Annex E

FORM OF JOINDER

This Joinder to the Interconnection and Operating Agreement "(Interconnection Agreement") between Rolla Municipal Utilities and the City of Rolla, Missouri (the "City") and MCP-Rolla, LLC ("Interconnection Customer") (this "Joinder") is executed and provided as of the [ ] day of [ ] ("Effective Date") by [New Owner of MCP-Rolla, LLC].

As of the Effective Date, [New Owner of MCP-Rolla, LLC] has acquired ownership of MCP-Rolla, LLC, and, by the execution and delivery of this Joinder, acknowledges and agrees to become an additional party to the Interconnection Agreement, and that as of the Effective Date [New Owner of MCP-Rolla, LLC] and MCP-Rolla, LLC shall together constitute the Interconnection Customer hereunder. [New Owner of MCP-Rolla, LLC] hereby acknowledges, agrees and confirms that, by its execution of this Joinder, as of the Effective Date, it shall (without limitation) (i) be deemed to be a signatory to the Interconnection Agreement, (ii) be deemed to have made the representations and warranties of Interconnection Customer set forth in the Interconnection Agreement, and (iii) agree to be bound by the terms of the Interconnection Agreement.

As of the Effective Date, the addresses for notices to Interconnection Customer shall be as follows, and Section 23.0 of the Interconnection Agreement is deemed amended to reflect this information:

MCP-Rolla, LLC
[Street]
[City, State, Zip Code]

[New Owner of MCP-Rolla, LLC]
[Street]
[City, State, Zip Code]
Attention:

IN WITNESS WHEREOF, [New Owner of MCP-Rolla, LLC] has caused its duly authorized officer to sign this Joinder on the date first set forth above.

[New Owner of MCP-Rolla, LLC]

By ________________________________
Name: ______________________________
Title: _______________________________
Annex F

LIST OF INSURANCE POLICIES

<table>
<thead>
<tr>
<th>Policy</th>
<th>Carrier</th>
<th>Insured</th>
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<tbody>
<tr>
<td>General Liability</td>
<td></td>
<td>City of Rolla/Rolla Municipal Utilities</td>
</tr>
<tr>
<td>Solar Energy Coverage (Property Damage)</td>
<td></td>
<td>Interconnection Customer</td>
</tr>
<tr>
<td>Solar Energy Business Income Endorsement</td>
<td></td>
<td>Interconnection Customer</td>
</tr>
<tr>
<td>General Liability</td>
<td></td>
<td>Interconnection Customer</td>
</tr>
</tbody>
</table>
City of Rolla
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean P. Fagan

ITEM/SUBJECT: Bids for Police Vehicles

BUDGET APPROPRIATION (IF APPLICABLE): $80,000

DATE: November 2, 2015

Commentary:

1) Bids were received and opened at 11:00 am on October 19, 2015 for the purchase of two (2) new, 2016 model year, all wheel drive, pursuit package SUV’s.

We received five qualifying bids for the vehicles.

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hutcheson Ford</td>
<td>$30,053</td>
</tr>
<tr>
<td>Lou Fusz Chrysler</td>
<td>$30,433</td>
</tr>
<tr>
<td>Republic Ford</td>
<td>$30,867</td>
</tr>
<tr>
<td>Sakelaris Ford</td>
<td>$31,003</td>
</tr>
<tr>
<td>Putnam Chevrolet</td>
<td>$39,150</td>
</tr>
</tbody>
</table>

Recommendation:

It is staff recommendation that Council award the bid to Hutcheson Ford for a total cost of $60,106.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Dump Trucks

BUDGET APPROPRIATION (IF APPLICABLE) $387,000 DATE: 11/2/2015

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

COMMENTARY:

Attached is information regarding the State Bids for a 2016 Dump Truck.

We are requesting to participate in the cooperative purchase of three (3) dump trucks for the Street Department using the MoDOT bid for dump trucks. We will surplus the existing dump trucks through Gov Deals.

The dump trucks will be part of a lease purchase with the backhoe anticipated to be awarded at this meeting and the GPS survey equipment awarded at a previous meeting. We are anticipating receiving approximately $15,000 each for the existing dump trucks.

The units are planned replacements in the Street Department. The price for each dump truck is $143,916.13 for a total price of $431,748.39.

Staff recommends City Council approve the purchase of three (3) dump trucks from Vanguard Truck Center of St. Louis for $143,916.13 each as set out in the RFB3-140214RJ Dump Trucks in the agreement between Missouri Highways and Transportation Commission and Truck Centers Incorporated.
Vanguard Truck Center of St. Louis
NEW VEHICLE PURCHASE ORDER

10/20/2015

MoDot/City Of Rolla
(PURCHASER)

901 North Elm Street
(ADDRESS)

ROLLA MO 65401
(CITY, STATE, ZIP)

Telephone(s) 573-308-4065

Fax Number 0

The undersigned Purchaser hereby orders from Vanguard Truck Center of St. Louis (hereinafter call the "Company")

3 New vehicle(s), Make Mack Model GU533 Year 2016 as described in the attached Specifications Covering Order for New Chassis VIN No. TBD. Said vehicle(s) are to be delivered on or about according to the following terms and conditions:

This order is Subject to the Price In Effect at the Time of Delivery. See Third to last Paragraph on Reverse Side Hereof:

Price per Vehicle $144,275.13

Misc. Charges Des. $0.00

Federal Retail Excise Tax $-359.00

Net Trade Allowance ($0.00)

State Sales Tax $0.00

City/County Sales $0.00

Lic. Fee Type Wt. $0.00

Total Price $143,916.13

Total Price for 3 Vehicles $431,748.39

Less Total Prepayment $0.00

Balance of Purchase Price $431,748.39

Trade Calculations

Trade Value $0.00

Trade Payoff $0.00

Net Trade Allowance $0.00

Description of Trade

Year: 0 Make 0 Model 0

Vin#: 0

Mileage: 0

THE COMPANY MAKES NO WARRANTIES AS TO SAID VEHICLE(S), EXPRESS, IMPLIED OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER, WHICH IS NOT INCORPORATED HEREIN BY REFERENCE. THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME. THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS. ALL VEHICLES ARE SUBJECT TO PRIOR SALES. NO VEHICLES ARE HELD MORE THAN 5 DAYS WAITING FOR CREDIT APPROVAL.

Date 20

(SIGNATURE OF OFFICER, PARTNER OR OWNER WITH TITLE)

(rev022713)
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FLEET CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission, (hereinafter, "Commission"), and Truck Centers Incorporated (hereinafter, "Contractor").

WITNESSETH:

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

(1) CONSIDERATION: Consideration for this Agreement shall be the acceptance of the Contractor's bid and the award of this contract to the Contractor by the Commission.

(2) CONTRACTOR'S DUTIES: The Contractor shall furnish and supply to the Commission, at the Contractor's expense, those Dump Trucks as set out in RFB 3-140214RJ Dump Trucks (hereinafter, "Bid") and listed in the Contractor's response to the Bid for which the Contractor's response to the Bid has been accepted, and which are shown in Exhibit 1. Both the Bid issued by the Commission, and any amendments thereto, and the Contractor's response to the Bid to the extent it applies only to the designated items listed in Exhibit 1, are incorporated in their entirety by reference into this Agreement. The Contractor shall comply with all provisions of the Bid and the specifications in the Bid, as these documents are incorporated by reference into this Agreement.

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

(4) PAYMENT: The Commission agrees to pay the Contractor in a manner and in the amounts provided in the bid and specifications. Except as otherwise specifically provided for in the bid, payment(s) will be made within thirty (30) days of the delivery of the equipment.

(5) AMENDMENT: Any change in the Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of Contractor and Commission.

(6) ASSIGNMENT: The Contractor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(7) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or
against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

(8) **CANCELLATION:** The Commission may cancel the Agreement at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

(9) **AUDIT OF RECORDS:** Contractor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

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

(11) **CONTRACT PERIOD:** The initial contract period is from contract execution to 4/30/2015.

(12) **RENEWAL INFORMATION:** The contract shall not bind, not purport to bind, the Commission for any contractual commitment in excess of the original contract period. The Commission shall have the right, at its sole option, to extend the contract for five additional one year periods, or any portion thereof. In the event that the Commission exercises its options to extend the contract, such extension must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Contractor and the Commission.

(13) **EXECUTIVE ORDER:** The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

(A) By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.

(B) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to
contract cancellation, termination or suspension in whole or in part or both.

(14) **INDEMNIFICATION:** The Contractor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under this Agreement.

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

Executed by the Contractor this 14th day of April, 2014.

Executed by the Commission this 24th day of April, 2014.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

[Signature]
Assistant Chief Engineer

Attest:

[Signature]
Secretary to the Commission

Approved as to Form:

[Signature]
Commission Counsel

Truck Centers Incorporated

By [Signature]
Title President

Attest:

By ______________________
Title ______________________

(CORPORATE SEAL)
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Backhoe

BUDGET APPROPRIATION (IF APPLICABLE) $126,355    DATE: 11/2/2015

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

COMMENTARY:

Attached is bid tab regarding the bids for a backhoe opened on 10/28/15. Three bids were received, only one bid meeting all specifications.

We will surplus the existing backhoe through Gov Deals. We are anticipating receiving approximately $15,000 for the existing backhoe.

The backhoe will be part of a lease purchase with the dump trucks anticipated to be awarded at this meeting and the GPS survey equipment awarded at a previous meeting.

The unit is a planned replacement in the Street Department.

Staff recommends City Council approve the purchase of a John Deere model 710K backhoe from Erb Equipment Company, Inc. for $141,355.00.
**One Rubber Tired Backhoe - Street**  
City of Rolla, MO  
Bid Opening October 28, 2015

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<tr>
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<tbody>
<tr>
<td>3621 Rockport Hills Rd.</td>
<td>7050 Partnership Parkway</td>
<td>6885 Old Route 66</td>
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<tr>
<td>Jefferson City, MO 65101</td>
<td>Jefferson City, MO 65101</td>
<td>Cuba, MO 65453</td>
</tr>
<tr>
<td>2015 Case Loader Backhoe 950SN $96,759.00</td>
<td>Caterpillar 450F Backhoe $129,900.00</td>
<td>John Deere 710K Backhoe Loader $141,355.00</td>
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<td>Delivery Date: 30 days from time of order</td>
<td>Delivery Date: 45-90 Days After Order</td>
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<tr>
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<tbody>
<tr>
<td>No</td>
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<td>Yes</td>
</tr>
</tbody>
</table>

No Bid  
CMW Equipment  
6886 Olive Blvd.  
St. Louis, MO 63132  
Ph: 314-993-1336