Open Citizen Comment Procedure

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

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

Rolla City Council Meeting
Tuesday, January 19, 2016
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilwoman Sue Eudaly

I. PUBLIC HEARINGS
   A) Request from Mr. Jack Tucker, Property Management of Central Missouri, to Withdraw the Rezoning Request for 707 Salem Avenue (R-1 (Single Family District) to C-1 (Neighborhood Commercial District)) –
      (Community Development Director John Petersen) – Motion

II. SPECIAL PRESENTATIONS
   None.

III. OLD BUSINESS
   A) Ordinance Authorizing the Mayor to Enter Into a Professional Services Agreement with HNTB Corp. for Proposed Highway 72 Extension Design Services –
      (Public Works Director Steve Hargis) - Final Reading

IV. NEW BUSINESS
   A) Ordinance Approving Arthur’s Addition, a Consolidation of Lots 15, 16, 17, & 18, Block 13, Cowan’s Addition Into One Lot – (Community Development Director John Petersen) – First Reading
   B) Ordinance Subdividing a 12.52 Acre Tract, a Fractional Part of the Northeast Quarter of the Southwest Quarter of Section 36, Township 38 North, Range 8 West of the 5th P.M. (Kingdom West) – (Community Development Director John Petersen) – First Reading

V. CLAIMS and/or FISCAL TRANSACTIONS
   A) Motion Awarding Bid for Three New 2016 All Wheel Drive Pursuit Package SUVs –
      (Police Chief Sean Fagan) – Motion
   B) Motion Awarding Bid for Vehicle Equipment – (Police Chief Sean Fagan) – Motion
   C) Motion Authorizing the Purchase of a 2012 Dodge Charger from the Missouri State Highway Patrol – (Police Chief Sean Fagan) – Motion
V. CLAIMS and/or FISCAL TRANSACTIONS (continued)
   D) Ordinance Authorizing the Mayor to Execute an Agreement with Insituform Technologies, USA, for Sewer Line Rehabilitation (Public Works Director Steve Hargis) – First Reading
   E) Motion to Transfer Funds from the Parks and Recreation Sales Tax Account to Cover the Recreation Operating Deficit – (Finance Director Steffanie Rogers) – Motion
   F) Resolution Revising Fiscal Year 2015 Budget – (Finance Director Steffanie Rogers) – Resolution
   G) Ordinance Authorizing the Mayor to Execute an Agreement with FS Leasing, LLC, for Equipment Financing – (Finance Director Steffanie Rogers) – First Reading
   H) Motion Awarding Bid for Warning Siren – (Fire Chief Ron Smith) – Motion

VI. MAYOR/CITY COUNCIL COMMENTS
   A) Mayor Magdits - Restructuring of the Park/Recreation Center Advisory Council

VII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
    Pursuant to RSMo. 610.021, the Rolla City Council will discuss the following in Closed Session: Real Estate/Contract Negotiation and Personnel.

X. ADJOURNMENT
From: Jack tucker [jack@reliablehomecareinc.com]
Sent: Thursday, January 14, 2016 9:53 AM
To: John Petersen
Subject: rezoning of 707 Salem Ave

Mr. Petersen,

Thank you for your assistance in preparing my application to request rezoning of my property at 707 Salem Ave.

After attending the Board Meeting Tuesday night, and hearing the neighbors vocalize their unhappiness at the prospect of my property being zoned commercial, I would like to request that my application be withdrawn for consideration to be rezoned.

Please feel free to contact me at 573-366-6906 if you have any questions.

Once again thank you for the time and effort that the Zoning Board was willing to give me.

Sincerely,

Jack Tucker
Owner of 707 Salem Avenue
MEMORANDUM

TO: Rolla City Council, Mayor and City Administrator
FROM: John Petersen, Community Development Director
DATE: January 19, 2016
SUBJECT: Request to rezone all of 707 Salem Avenue consisting of one three acre site from R-1 (Single Family District) zoning to C-1 (Neighborhood Business District) zoning, or C-O (Office District) zoning.

(Tucker)

GENERAL INFORMATION

OWNER: Jackie L. Tucker, Property Management of Central Missouri, LLC, 509 E. Chestnut Street, Desloge, MO 63601. (573) 366-6906, roadkingclassic41@yahoo.com.

LOCATION: The subject property is a largely vacant tract consisting of a single residential housing unit located in the heart of Rolla situated at 707 Salem Street consisting of 3 acres. The property is, for the most part, surrounded by single-family detached dwelling units and vacant private property. The Phelps County account number is 9305, which further defines the location of the subject property in Rolla.

CURRENT ZONING/USE: The subject property is zoned R-1 (Single Family District) zoning. This zoning permits single family development which requires minimum lot sizes of at least 6,000 sq. ft. in area for each unit. Office uses are not permitted.

   North --- R-1 / vacant/single family
   South --- C-2 zoning / commercial - office
   East --- R-1 zoning / single family
   West --- C-1 and C-2/ commercial

PROPOSED USE: The applicant has requested consideration for a rezoning from R-1 to C-1 (Neighborhood Commercial District). C-1 zoning is intended for uses that provide convenience goods and personal services primarily to people residing in adjacent residential areas. The typical C-1 district use is designed to allow compact, free standing, commercial buildings or to function as a transition between more intensive commercial uses and residential neighborhoods.

FINDINGS: The Rolla Planning and Zoning Commission may consider the following issues in their decision to recommend approval, denial or approval with conditions for the request to approve the rezoning.

1 Neighborhood character/impact: No significant adverse impact is anticipated should this development be approved, due to the nature of the proposed conversion of existing uses and building orientation. The subject property is zoned R-1 which does not permit
2 Consistency with the Rolla 2020 Comprehensive Update: The future Land Use Map found in the Rolla 2020 Comprehensive Plan adopted by the City Council in 2006, depicting the subject property as continuing to be suitable for low density residential use. It should be noted that the Rolla 2020 Future Land Use Map is not intended to remain static or unchanging over time, but should be revised by the Planning and Zoning Commission and the City Council to reflect changing development trends considered desirable. The future land use map did address policy regarding the importance of infill development and redevelopment stating: "The City will encourage infill development and redevelopment on vacant or underutilized parcels where infrastructure and services are readily available..." The subject property meets this policy guideline.

3 Adequacy of utilities & public services: All public utilities and services are available to the subject property to support development. The developer will be required to carry the cost of extending utilities into the site.

4 Impact on streets and parking: Adequate space is available to accommodate the additional parking spaces from commercial project. Parking spaces and driveways set-a-side for public use shall be paved. The project meets lot coverage limits, setbacks are not a problem for this development proposal.

5 Physical characteristics: The subject property has extensive natural and manmade features, such as a pond and landscaping that would help screen the proposed office development. Indeed, approximately one half of the total 3 acre site is unsuitable for development.

6 Suitability for development if rezoned: The subject property is suitable for the office/commercial development due to the physical characteristics of this site. A fifteen ft. wide buffer zone would be required between the C-1 and R-1 uses.

PUBLIC COMMENT/ISSUES: The Planning and Zoning Commission met on January 12 to review the rezoning request. The Commission opened the hearing which concluded after approximately 30 minutes. After a considerable amount of discussion during the public hearing phase of the presentation, the applicant, Mr. Jack Tucker, asked to have his rezoning request changed from C-1 (Neighborhood Business District) zoning to C-O (Office District) zoning. Mr. Tucker decided to change his rezoning request to address the primary concerns of several neighborhood residents - traffic flow/volume, and commercial encroachment. It was Mr. Tucker's position that the reduction of the zoning from R-1 to C-1, or C-O, would minimize any adverse impacts from this rezoning. Although altering a rezoning request in mid-course is unusual, it is not prohibited.

CITY ACTION: The Planning and Zoning Commission voted 5-1 to recommend that the Rolla City Council disapprove Mr. Tucker's rezoning request to change the zoning for 707 Salem Ave. from R-1 (Single Family District) zoning to C-1 or C-O zoning. Mr. Tucker has submitted a letter informing City Council of his decision to withdraw his application for consideration.

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

DEPARTMENT HEAD: Steve Hargis
ACTION REQUESTED: Ordinance – Final Reading

ITEM/SUBJECT: HNTB Professional Services Agreement

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 01/19/16

COMMENTARY:

Attached is an ordinance authorizing the Mayor to enter into a professional services agreement with HNTB Corporation for design services of the proposed 72 Extension. This proposed contract is to provide the conceptual design for the extension of Missouri Route 72 from just west of Bishop Avenue/US Route 63 approximately 3000 feet to provide connection to Kingshighway at Bridge School Road with a roundabout. Improve Kingshighway through I-44 Interchange and future connection to Westside Marketplace. I-44 Interchange will be modified to connect existing roundabouts at ramp terminals to dual lane in order to provide additional capacity.

This would advance the conceptual design to preliminary design (30%) from proposed bridge crossing with BNSF Railroad through I-44 Interchange, provide preliminary structural design and begin coordination with BNSF Railroad for a proposed bridge to carry Missouri Route 72 over BNSF Railroad facilities.

The deliverables would include:

- Conceptual Design Plan Stripmap and Cost Estimate
- MoDOT Traffic Analysis Documentation
- Preliminary Design Plan Stripmap and Cost Estimate
- Bridge Memo and Preliminary TS&L
- Draft ROW Easement Plats

The amount of this task order is $194,600 which in reality is about 30% of the projected total design fee of $509,000. CM Archer of Rolla will be a subcontractor on the project.

Reaching the 30% point on the total will allow us to obtain final scope and permissions from MoDOT and the BNSF Railroad as well as establishing the right of way needed for the project.

Staff recommends approval.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI CERTAIN AGREEMENTS BETWEEN THE CITY OF ROLLA, MISSOURI, AND HNTB CORPORATION FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE WESTSIDE TRANSPORTATION PLAN.

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 #1 of a certain agreement between the City of Rolla, Missouri and HNTB Corporation, a copy of said Amendment being attached hereto and marked Exhibit A – Amendment No. 1.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
AMENDMENT NO. ___ to
PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 1 (the "Amendment") is entered into effective as of this 19th day of January, 2016, between CITY OF ROLLA, MISSOURI (Owner) and HNTB CORPORATION (HNTB).

WHEREAS, Owner and HNTB entered into a Professional Services Agreement dated February 17, 2015 whereby HNTB has contracted to perform professional services for Owner, generally described as Westside Transportation Master Plan (the "Project").

WHEREAS, Owner and Consultant desire to amend the Agreement to accommodate the addition of services and an increase in the fee under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Amendment and the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Attachment A of the Agreement is hereby amended to include the scope of services attached hereto and incorporated into the Agreement by reference as Attachment A- Scope of Services.

2. Attachment B of the Agreement is hereby amended to include the schedule for the above-referenced scope of services attached hereto and incorporated into the Agreement by reference as Attachment B- Schedule.

3. Attachment C of the Agreement is hereby amended to include the approved compensation for the above-referenced scope of services attached hereto and incorporated into the Agreement by reference as Attachment C- Compensation.

AND/OR ALTERNATE FEE ADDITION:

2. In return for the performance of the foregoing obligations, Owner shall pay HNTB $194,601.50 in US Dollars on a per Task basis as set forth on Attachment C, Budget attached hereto and made a part hereof. Accordingly, the total contract amount is increased to $344,066.60 as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Contract Amount</td>
<td>$149,465.10</td>
</tr>
<tr>
<td>This Amendment No. 1</td>
<td>194,601.50</td>
</tr>
<tr>
<td>Revised Contract Total</td>
<td>$344,066.60</td>
</tr>
</tbody>
</table>

4. Performance of the Additional Services identified herein is authorized by execution of this Amendment.

5. Except to the extent modified herein by this Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first above written.

CITY OF ROLLA, MISSOURI
(Owner)          HNTB CORPORATION
(HNTB)

Signature: ___________________________  Signature: ___________________________
Name: _______________________________  Name: _______________________________
Title: _______________________________  Title: _______________________________

Amendment – City Of Rolla, Missouri 63036 - 1 -
Route 72 Extension

Conceptual and Preliminary Design

Attachment A - Scope of Services

12/16/2015

Project Description:

Provide conceptual design for the extension of Missouri Route 72 from just west of Bishop Avenue/US 63 approximately 3000 feet to provide connection to Kingshighway at Bridge School Road with a roundabout. Improve Kingshighway through I-44 interchange and future connection to Westside Marketplace. I-44 interchange will be modified to convert existing roundabouts at ramp terminals to dual lane in order to provide additional capacity.

Advance the conceptual design to preliminary design (30%) from proposed bridge crossing of BNSF Railroad through I-44 interchange. Provide preliminary structural design and begin coordination with BNSF for a proposed bridge to carry MO 72 over BNSF facilities.

Deliverables:

- Conceptual Design Plan Stripmap and Cost Estimate
- MoDOT Traffic Analysis Documentation
- Preliminary Design Plan Stripmap and Cost Estimate
- Bridge Memo and Preliminary TS&L
- Draft ROW Easement Plats

Scope Items:

1. Pre-Design Phase
   a. Information gathering – utility base maps, property data, flood maps, Developer outer road interface at I-44 roundabout, City stormwater model, MoDOT electronic data for I-44 interchange.
   b. Design Criteria – Develop project design criteria based on MoDOT EPG.
   c. Perform Survey – Topographical Survey, Boundary Survey and Utility locates. Process survey and provide Microstation design files including existing ground surfaces, and all existing features for the following areas:
      i. MO 72 Extension Corridor through I-44 interchange to just east of BNSF Right of Way.
      ii. Update Railroad Profile information from previously performed survey.
   d. MoDOT Coordination Meeting – Facilitate coordination meeting with MoDOT to present plans for improvements to Route 72.
Route 72 Extension

Conceptual and Preliminary Design

Attachment A - Scope of Services

12/16/2015

2. Conceptual Design Phase – Perform conceptual design of MO 72 extension from Bishop/US 63 through I-44 interchange and connection to future Westside Marketplace. Conceptual design will include horizontal and vertical geometry, plan view and a conceptual 3D model. Two alternatives will be developed for proposed roundabout near Bridge School Road. Design will also consider evaluation of providing pedestrian accommodations across existing I-44 bridge and consideration of pre-engineered standalone pedestrian bridge.
   a. Conceptual Design Strip Map – Develop conceptual stripmap on aerial imagery showing edge of pavement, bridge location, conceptual construction limits and pavement marking.
   b. MoDOT Traffic Analysis Documentation - Document the traffic analysis that was performed for the MoveRolla Transportation Strategy in a way that MoDOT can understand the purpose, methodology, results and conclusions of the traffic and safety analysis.
   c. Conceptual Pre-engineered Pedestrian Crossing – Evaluate options for a pre-engineered pedestrian crossing including cost estimate.
   d. Conceptual Cost Estimate - Develop conceptual design cost estimate for entire length of MO 72 Extension.
   e. Conceptual Structural Design – Perform conceptual design of proposed bridge over BNSF Railroad including evaluation of alternatives for span configuration and structure types. Provided coordination with BNSF railroad and MoDOT on alternative development.

3. Preliminary Design Phase
   a. Advance Design to 30% - Update horizontal and vertical alignments based on topographic survey for preferred alternative, Advance design to 30% and develop 3D model to determine ROW impacts.
   b. Preliminary Drainage Design – Perform preliminary drainage design to determine location of stormsewer inlets, cross road culvert layout and preliminary size, and open drainage needs to determine need for ROW and easements.
   c. Preliminary Bridge Design – Advance design for proposed bridge over BNSF railroad facilities. Finalize geometry and layout, perform preliminary girder design, foundation type study and develop cost estimate.
   d. Autoturn analysis for roundabouts – Perform Autoturn for design vehicle to provide guidance for required changes to layout of roundabouts.
   e. MoDOT Meeting – Facilitate meeting with MoDOT to review preliminary design.
   f. Preliminary Cost Estimate – Update cost estimate based on preliminary design for Route 72 extension within the limits of the preliminary design corridor.
Route 72 Extension

Conceptual and Preliminary Design

Attachment A - Scope of Services

12/16/2015

g. Draft ROW Plats– Develop Draft ROW plats based on preliminary design to allow City to begin ROW negotiations.

4. Preliminary Plan Documents
   a. Preliminary Plan Strip Map – Develop Preliminary plan stripmap showing horizontal and vertical geometry, proposed improvements, construction limits, proposed ROW and easement lines, and a typical section.
   b. Preliminary Bridge Memo and TS&L – Develop MoDOT Bridge Memo and TS&L plans for crossing of Route 72 over BNSF facilities.

5. Project Management
   a. Project Admin – contracts, invoicing, project review meetings
   b. Project Meetings (In addition to MoDOT meetings described above)–
      i. Team Coordination meetings
         1. Teleconference status meetings – bi-weekly
         2. Railroad Coordination
         3. Utility coordination – Preliminary Plan meeting
         4. Developer Coordination – 2 meetings assumed
ATTACHMENT B

SCHEDULE

For the additional scope in Attachment A – Scope of Services, below is the schedule to be completed by HNTB Corporation.

Notice to Proceed: January 20, 2016.
ATTACHMENT C

COMPENSATION

For performing the Services identified within Attachment A – Scope of Services, the City of Rolla shall pay HNTB an additional lump sum amount of $194,601.50. HNTB may alter the compensation distribution between individual phases, task or work assignments to be consistent with the Services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the Services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit, and Reimbursable Expenses.
<table>
<thead>
<tr>
<th>Item of Work</th>
<th>Senior Traffic Engineer/Principal in Charge</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>Sr. Bridge Engineer</th>
<th>Bridge Engineer/Quality Engineer</th>
<th>Technician</th>
<th>Admin.</th>
<th>Total Hours</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1 - Pre-Design Phase</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Information Gathering - Utility Base Maps, Property Data, Flood Maps, Developer Outer Road Interface at I-44 Roundabout, City Stormwater Model</td>
<td>4</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20</td>
<td>$2,592</td>
</tr>
<tr>
<td>b) Design Criteria - MoDOT Criteria</td>
<td>4</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5</td>
<td>$1,176</td>
</tr>
<tr>
<td>c) Survey - Topo, ROW and Utility Locates</td>
<td>4</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3,090</td>
</tr>
<tr>
<td>d) MoDOT Kickoff Meeting</td>
<td>8</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>$3,312</td>
</tr>
<tr>
<td><strong>Task 3 - Conceptual Design Phase</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Conceptual Design Strip Map</td>
<td>32</td>
<td>80</td>
<td>8</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td>144</td>
<td>$19,416</td>
</tr>
<tr>
<td>b) MoDOT Traffic Analysis Documentation (draft and final)</td>
<td>32</td>
<td>2</td>
<td>40</td>
<td>3</td>
<td>24</td>
<td></td>
<td></td>
<td>100</td>
<td>$15,206</td>
</tr>
<tr>
<td>c) Conceptual Pre-engineered Ped Crossing and Cost Estimate (Archer Task)</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>d) Conceptual Cost Estimate</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$348</td>
</tr>
<tr>
<td>e) Conceptual Structural Design</td>
<td>22</td>
<td>16</td>
<td>20</td>
<td>36</td>
<td></td>
<td></td>
<td></td>
<td>94</td>
<td>$13,882</td>
</tr>
<tr>
<td><strong>Task 2 - Preliminary Design Phase</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Preliminary Roadway Design</td>
<td>43</td>
<td>200</td>
<td>4</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td>276</td>
<td>$35,424</td>
</tr>
<tr>
<td>b) Preliminary Drainage Design (Archer Task)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Preliminary Utility Coordination</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Autobahn analysis for roundabouts</td>
<td>10</td>
<td>2</td>
<td>10</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td>46</td>
<td>$5,234</td>
</tr>
<tr>
<td>e) MoDOT Meeting</td>
<td>2</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>18</td>
<td>$2,286</td>
</tr>
<tr>
<td>f) Preliminary Cost Estimate</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16</td>
<td>$3,312</td>
</tr>
<tr>
<td>g) Draft ROW/Plats (Archer Task)</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>$348</td>
</tr>
<tr>
<td><strong>Task 4 - Preliminary Plans</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Preliminary Plan Stripmap</td>
<td>8</td>
<td>16</td>
<td>2</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td>58</td>
<td>$7,482</td>
</tr>
<tr>
<td>b) Preliminary Bridge Memo and TAS</td>
<td>6</td>
<td>10</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20</td>
<td>$12,090</td>
</tr>
<tr>
<td><strong>Task 5 - Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Project Administration</td>
<td>4</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>$3,842</td>
</tr>
<tr>
<td>b) Team Coordination Meetings</td>
<td>6</td>
<td>16</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>32</td>
<td>$5,856</td>
</tr>
<tr>
<td>c) Quality Management</td>
<td>6</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>$1,440</td>
</tr>
</tbody>
</table>

**Study Subtasks**

| | 60 | 144 | 474 | 30 | 66 | 192 | 8 | 972 | 0 |

**Total Design Fee**

$194,601.69
## Design Fee Estimate - CM Archer ATTACHMENT C - COMPENSATION

### City of Rolla - Route 72 Extension Preliminary Design

#### Rolla, Missouri

**HITB Project No.: 63036**

### 13/10/2019

<table>
<thead>
<tr>
<th>Task</th>
<th>Item of Work</th>
<th>Principal in Charge</th>
<th>Project Manager</th>
<th>Project Engineer</th>
<th>Survey Crew</th>
<th>Survey Manager</th>
<th>Technician</th>
<th>Admin.</th>
<th>Total Hours</th>
<th>Total Cost</th>
</tr>
</thead>
</table>

#### Task 1 - Pre-Design Phase
- a) Information Gathering - (Utility Base Maps, Property Data, Flood Maps, Developer Outer Road Interface at I-44 Roundabout, City Stormwater Model)
- b) Design Criteria - MoDOT Criteria (HITB Task)
- c) Survey: Tables, ROW and Utility Locates
- d) MoDOT Kickoff Meeting

#### Task 2 - Conceptual Design Phase
- a) Conceptual Design Bid Map (HITB Task)
- b) MoDOT Traffic Analysis Documentation (draft and final)
- c) Conceptual Pre-engineered Ped Crossing and Cost Estimate
- d) Conceptual Cost Estimate
- e) Conceptual Structural Design (HITB Task)

#### Task 3 - Preliminary Design Phase
- a) Preliminary Roadway Design (HITB Task)
- b) Preliminary Drainage Design
- c) Preliminary Bridge Design (HITB Task)
- d) Autocad analysis for mandatious (HITB Task)
- e) MoDOT Meeting (HITB Task)
- f) Preliminary Cost Estimate
- g) Draft ROW Plans

#### Task 4 - Preliminary Plans
- a) Preliminary Plan Stipmap (HITB Task)
- b) Revised Preliminary Bridge Span and TSAL (HITB Task)

#### Task 5 - Management:
- a) Project Administration
- b) Team Coordination Meetings
- c) Quality Management

### Subtotal

|     | 0.0 | 112 | 100 | 30 | 716 | 453 | $5,550 |

### Labor

- Principal in Charge $ 10,250.00
- Project Manager $ 15,120.00
- Project Engineer $ 17,900.00
- Survey Crew $ 15,000.00
- Survey Manager $ 4,680.00
- Technician $ 10,820.00
- Administration $ 2,550.00

**CM Archer Labor Costs:** $ 55,650.00

### Expenses
- Direct Expenses $ 220.00

**Expenses:** $ 220.00

**CM Archer Fee:** $ 55,870.00
DEPARTMENT: Community Development   ACTION REQUESTED: First Reading

ITEM/SUBJECT: Request to Recommend Approval of the ARTHUR’S ADDITION, Lot 1 (.66 Acre), Being a Minor Subdivision, a consolidation of Lots 15, 16, 17 & 18, Block 13, COWAN’S ADDITION, Rolla, Phelps County, Missouri.   (Arthur)

DATE: 12-1-2016

GENERAL INFORMATION:

CASE #: 12-32-15

Applicant(s): Richard E. & Kathleen A. Arthur, 4946 Buckingham, Springfield, Missouri, 65810.

Current Zoning/Use: Current zoning is C-3 (Highway Commercial District) zoning which permits a full range of commercial uses that provide community-wide and regional retail facilities permitting outside display of goods, personal and business services, shopping centers, as well as specialty stores which depend upon high visibility, and generate high traffic volumes or cater to the traveling public without a zoning change. The subject property has recently undergone comprehensive rehabilitation to create new office/retail space.

Proposed Action: The applicant has requested that the Planning and Zoning Commission review and recommend approval of the ARTHUR’S ADDITION, a minor subdivision, being a consolidation into one Lot 1 of parts of Lots 15, 16, 17, and 18, Block 13, of COWAN’S ADDITION. The request is to facilitate the construction of an addition to the existing structure. The new construction will connect with the existing structure, but there is no planned interior connection to be made between the two buildings. No specific uses have been proposed. The Public Works Department will calculate any fees required.

Location: The property is located on the 200 block of South Bishop Avenue. The property account number (# 8091) can provide additional information at the Phelps County Assessors’ office.

Regulatory History: None

FINDINGS:
The Rolla Planning and Zoning Commission may consider the following findings in their decision to recommend approve, approval with conditions or denial of the request to approve the re-subdivision.

1. Neighborhood character/impact: No adverse impact is anticipated from projects located in or near the surrounding commercial properties due to the characteristics of
most commercial projects. The subject property is zoned R-1 which does not permit
commercial uses. The approximate 3 acre area surrounding the development site is
largely vacant and could be developed effectively as a location suitable for residential
and office use.

2. **Consistency with the Rolla 2020 Comprehensive Update:** The future Land Use
Map found in the Rolla 2020 Comprehensive Plan adopted by the City Council in
2006, depicting the subject property as continuing to be suitable for commercial uses.

3. **Adequacy of utilities & public services:** All public utilities and services are
available to the subject property to support the re-subdivision as defined in the
attached report. The developer will be required to carry the cost of extending utilities
into the site.

4. **Impact on streets and parking:** Adequate space is available to accommodate the
additional parking spaces from commercial project. Parking spaces set-a-side for the
public shall be paved. The project meets lot coverage limits, setbacks are not a
problem for this development proposal.

**PUBLIC COMMENTS / ISSUES**
The proposed re-subdivision has not generated any adverse comments from neighbors.

**CITY ACTION**
The Planning and Zoning Commission met on January 12, 2016 to consider their
recommendation concerning the ARTHUR ADDITION to the City Council. The Commission
voted to support the subdivision request.

**COMMISSION COMMENT AND RECOMMENDED CONDITIONS:**
It is the opinion of the Staff that this subdivision, if approved, would not cause any negative
impacts that could not be resolved.

**ATTACHMENTS:**
Area maps
Affidavit of publication
ORDINANCE NO. ____________

AN ORDINANCE REQUESTING APPROVAL OF ARTHUR’S ADDITION, LOT 1, BEING A MINOR SUBDIVISION AND A CONSOLIDATION OF LOTS 15, 16, 17, & 18, BLOCK 13, COWAN’S ADDITION, ROLLA, PHELPS COUNTY, MISSOURI (ARTHUR).

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

SECTION 1: That the proposed consolidation of parts of Lot 15 through Lot 18 Cowan’s Addition, Block 13, forming a Minor Subdivision consisting of Lot 1 Arthur’s Addition to Rolla, Missouri having been reviewed by the Planning and Zoning Commission and approved by the City Council is hereby amended by designating Lot 1 of ARTHUR’S ADDITION, a minor subdivision situated within the City of Rolla, Missouri, and located at 200 South Bishop Avenue, as described per plat comprising .66 Acre more or less, per survey J-1648, dated December 17, 2015 by Archer-Elgin Surveying and Engineering, LLC and described as follows:

LEGAL DESCRIPTION

A fractional part of Lots 15, 16, 17 and 18, Block 13 of COWAN’S ADDITION, Rolla, Missouri more particularly described as follows: Beginning at the Southwest Corner of Lot 18, Block 13 of said COWAN’S ADDITION; thence North 0°11’ West, 62.00 feet, and, North 0°03’40” West, 135.97 feet, all along the East right of way of Spilman Avenue to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2003-6941; thence North 89°19’30” East, 61.17 feet, and, South 82°34’30” East, 87.34 feet, all along the southerly line of said Document No. 2003-6941 parcel to the intersection of the South line of the aforesaid Lot 15, Block 13 of COWAN’S ADDITION and the West right of way of U.S. Highway 63 (Bishop Avenue); thence South 0°17’40” West, 187.21 feet along said West right of way to the South line of the aforesaid Lot 18, Block 13 of COWAN’S ADDITION; thence South 89°55’20” West, 146.47 feet along said South line to the point of beginning.

SECTION 2: SPECIAL PLAT RESTRICTION AND RESTRICTIVE COVENANT AS TO THE ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS

The undersigned owners of the tract of land herein platted do hereby impose upon said property and do hereby make the following restrictive covenant: No construction may be commenced upon the above described property until all necessary building and construction permits have been issued by the City of Rolla, Missouri and that it is understood by the undersigned that no such permits shall be issued for any lots herein platted until the completion of all public improvements appertaining to such lots or until a cash bond equal to the reasonable costs of completing such public improvements has been received and approved by the City of Rolla, Missouri. The above-mentioned public improvements shall be completed pursuant to the agreement between the undersigned and the City of Rolla, Missouri for the completion of such improvements as required by this article of the City Code of Rolla, Missouri.
SECTION 3: This Ordinance shall be in full force and effect from and after the date of approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
December 18, 2015

John Petersen, Director
Community Development Department
City of Rolla
PO Box 979
Rolla, Missouri 65401

Greetings:

For your review and consideration, enclosed find the proposed plat of ARTHUR’S ADDITION. This plat is a Minor Subdivision, being the consolidation into one lot of part of Lots 15, 16, 17 and 18, Block 13 of COWAN’S ADDITION. The request is to facilitate the construction of an addition to the existing structure. The new construction will abut the existing structure, but there is no planned interior connection to be made between the two buildings. This request is being made on behalf of the owners, Richard and Kathleen Arthur.

In addition, the owners are requesting a first and final reading of the ordinance. The owners are in the process of remodeling the existing structure and wish to begin construction as soon as possible.

Should you have questions and need anything further, please do not hesitate to contact our office. We await your instructions.

Sincerely,

[Signature]

Sylvester Furse IV, PLS
CITY OF ROLLA  
CITY COUNCIL AGENDA  

DEPARTMENT: Community Development  
ACTIONS REQUESTED: First Reading  

ITEM/SUBJECT: Request to subdivide a 12.52 acre tract (Account #4040), described as a fractional part of the Northeast Quarter of the Southwest Quarter of Section 36, Township 38 North, Range 8 West of the 5th P.M. in Rolla, Missouri.  

DATE: 1-12-2016  

GENERAL INFORMATION  

Case # 11-27-15  

Applicant(s): Mr. Lawrence West, Jr. 2600 North Bishop Avenue, (Kingdom Kia) Rolla, Missouri 65401. Phone: (314) 220-8893 Lawrence West@yahoo.com.  

Status of Applicant: The applicants own the property on 2585, North Bishop Avenue, Rolla, Missouri 65401.  

Current Zoning/Use: The site is currently undeveloped having been cleared of improvements. Commercial development is considered highest and best use of this property given the volume of traffic, site visibility and the adjoining commercial land uses within the area surrounding the subject property.  

Proposed Use: The applicant is proposing to rezone the entire property to highway commercial development.  

Tract Size: The subject property has a total site area is 1.91 acres in area.  

Zoning History: The subject property was recently annexed into the City and zoned C-3 (Commercial Highway District).  

Surrounding Zoning/ Use:  
North--- No Zone / Vacant  
South--- C-2 zoning / Vacant  
East --- C-2 zoning / Commercial  
West --- NZ/ County right-of-way  

APPLICANTS PROPOSAL: The applicant is requesting approval to subdivide the subject property.  

FINDINGS: The Rolla Planning and Zoning Commission may consider the following factors in their recommendation to approve or approval with conditions or deny the rezoning request.  

1. Neighborhood character/impact: This re-subdivision will not adversely impact the character of the adjoining district because of the existing mixture of

[Signature]
commercial, and retail. This rezoning should aid in the re-development of the North Bishop by attracting new investment to the area and by eliminating blight conditions that will boost economic growth.

2. **Consistency with the 2020 Comprehensive Plan Update:** This rezoning is consistent with the Future Land Use Map and the policies of the Rolla 2020 Comprehensive Plan Update that supports the development of commercial development in this area adjacent to Rolla. Development further supports private sector investment to promote revitalization and promote growth in Rolla.

3. **Adequacy of utilities & public services:** All utilities and services are available to the subject property sufficient to support a commercial development of the type and scale proposed.

4. **Impact on streets and parking:** The availability of off-street parking spaces to serve Kingdom Kia car dealership project is an important requirement. City of Rolla parking standards for retail and mercantile establishments require one paved parking space for each 150 sq. ft. of gross floor area used or intended to be used for service to the public. The plans provided by the applicant indicate a net demand of 67 spaces on site based on the parking demand formula. The surrounding streets provide access to the site with adequate capacity to accommodate additional traffic flow generated by this development.

5. **Physical characteristics:** The subject property has no natural features that would adversely impact the proposed redevelopment project.

6. **Suitability for development if rezoned:** The subject property is suitable for commercial development of this type.

**PUBLIC COMMENT / ISSUES:** The proposed annexation and zoning was advertised in the RDN on December 19/20, 2015. Property owners within 185’ were notified by mail. No comments were made and no issues were raised by the general public.

**CITY ACTION:** Planning and Zoning Commission met on January 12, 2016 to consider the request. The Planning and Zoning Commission voted to should recommend approval of the proposed lot split to the City Council.

**ACTION REQUIRED:** Motion to recommend (approval/approval with conditions or denial) of the request to subdivide property located north of 2600 North Bishop Avenue.

**ATTACHMENTS:** Subdivision plat
ORDINANCE NO. __________

AN ORDINANCE APPROVING THE SUBDIVISION OF A 12.52 ACRE TRACT LOCATED AT 2600 NORTH BISHOP AVENUE, A FINAL PLAT OF KINGDOM WEST, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 8 WEST ROLLA, MISSOURI. (KINGDOM WEST).

WHEREAS, a plat was duly filed with the City requesting that the 12.52 acre parcel located at 2600 Bishop Avenue be subdivided according to the procedures set forth in the Rolla Planning and Zoning Code of the City of Rolla, Missouri; and,

WHEREAS, the Kingdom West Subdivision was split into two Lots - Lot 1 totaling 5.25 acres and Lot 2, 7.27 acres, totaling 12.52 acres; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on January 12, 2016, to review the subdivision plat of the subject property as proposed by the applicant, without conditions.

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

SECTION 1: Chapter 42 of the Code of the City of Rolla, Missouri Rolla, Missouri, which ordinance adopts subdivision and zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan, is hereby amended by approving the Kingdom West subdivision situated within the City of Rolla Missouri, located at 2600 North Bishop Avenue, more particularly described as follows:

A fractional part of the Northeast Quarter of the Southwest Quarter of Section 36, Township 38 North, Range 8 West of the 5th P.M. in Phelps County, Missouri, more particularly described as follows: Beginning at the center of Section 36, Township 38 North, Range 8 West; thence North 89°26' West a distance of 414.8 feet to the Southeast right of way line of U.S. Highway 66; thence continuing along said right of way line a distance of 16 feet; thence South 54°20' West along said right of way line a distance of 270.0 feet; thence around a 6° curve a distance of 138.0 feet, to the true place of beginning of this tract; thence continuing around the said 6° curve along the said Southeast right of way line a distance of 260.0 feet; thence South 30°51' West a distance of 140.0 feet; thence South 88°16' East a distance of 716.5 feet, to the Northwest right of way line of new U.S. Highway 66; thence North 23°08' East, along the said Northwest right of way line of said new U.S. Highway 66 a distance of 141.0 feet; thence North 67°52' West a distance of 576.6 feet, more or less to the true place of beginning.

Less all parts deeded to the State Highway Commission of Missouri except all legally established roads and highways.

[Signature]

[Initial]

[Date]
SECTION 2: SPECIAL PLAT RESTRICTION AND RESTRICTIVE COVENANT AS TO THE ISSUANCE OF BUILDING OR CONSTRUCTION PERMITS
The undersigned owners of the tract of land herein platted do hereby impose upon said property and do hereby make the following restrictive covenant: No construction may be commenced upon the above described property until all necessary building and construction permits have been issued by the City of Rolla, Missouri and that it is understood by the undersigned that no such permits shall be issued for any lots herein platted until the completion of all public improvements appertaining to such lots or until a cash bond equal to the reasonable costs of completing such public improvements has been received and approved by the City of Rolla, Missouri. The above-mentioned public improvements shall be completed pursuant to the agreement between the undersigned and the City of Rolla, Missouri for the completion of such improvements as required by this article of the City Code of Rolla, Missouri.

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


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

IV. B.S.
City of Rolla
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean P. Fagan ACTION REQUESTED: Motion

ITEM/SUBJECT: Bids for Police Vehicles

BUDGET APPROPRIATION: $316,250 total vehicle/equipment DATE: January 19, 2016

Commentary:

1) Bids were received and opened at 11:00 am on January 11, 2016 for the purchase of three new, 2016 model year, all wheel drive, pursuit package SUV's.

We received three qualifying bids for the vehicles.

<table>
<thead>
<tr>
<th>Dealer</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Machens Ford</td>
<td>$31,102.00</td>
</tr>
<tr>
<td>Hutcheson Ford</td>
<td>$31,574.00</td>
</tr>
<tr>
<td>Sakelaris Ford</td>
<td>$33,313.18</td>
</tr>
</tbody>
</table>

Recommendation:

It is staff recommendation that Council award the bid to Joe Machens Ford for a total cost of $93,306.00.
City of Rolla
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean P. Fagan ACTION REQUESTED: Motion

ITEM/SUBJECT: Police Vehicle Equipment

BUDGET APPROPRIATION: $316,250 total vehicle/equipment DATE: January 19, 2016

Commentary:

1) Bids were received and opened at 11:00 am on January 11, 2016 for the purchase of three new, 2016 model year, all wheel drive, pursuit package SUV’s. At the same time, price quotes were solicited for equipment for these vehicles, including lights, sirens, speakers, consoles, etc.

We received the following three bids for the vehicle equipment:

- Ed Roehr Safety Products $10,964.00 total
- Code 3 $14,939.00 total (does not include all equipment)
- Garon Marketing $17,422.50 total

Recommendation:

It is staff recommendation that Council accept the bid from Ed Roehr Safety Products for a total cost of $10,964.00.
City of Rolla
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean P. Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: VIPS Vehicle

BUDGET APPROPRIATION (IF APPLICABLE): $  

DATE: January 19, 2016

Commentary:

When the VIPS program was started in January 2009, the program was fitted with a couple of our old, used, “junk” police cars. This was all we had at the time, and it assisted in getting the program started. A couple years later, two additional cars were donated to us. Our current VIPS fleet includes the following vehicles:

2000 Ford Crown Victoria - 135,692 miles  
2004 Mercury Grand Marquis - 90,717 miles

2001 Ford Crown Victoria - 128,333 miles  
2010 Ford Crown Victoria - 46,040 miles

Two of these vehicles are past their service life, and we will be selling them this year. In preparation for this, we had tentatively planned on replacing them with two of our old police cars, a 2006 Chevrolet Impala with 86,979 miles and a 2007 Chevrolet Impala with 93,464 miles. However, we would now propose purchasing a used car from the MSHP and selling the 2007 Impala instead of repurposing it as a VIPS car. The cost would be deducted from our VIPS donation money, the majority of which is received from the Rolla Public Schools for our VIPS program. The current balance is a little over $23,000.

The MSHP currently has the following vehicles available for sale:

2014 Dodge Charger - 50 to 55,000 miles - $16,950
2013 Dodge Charger - 50 to 55,000 miles - $15,800
2012 Dodge Charger - 50 to 55,000 miles - $14,500

On average, we drive each of the VIPS cars 3,700 miles per year, so one of these used vehicles would provide about 8-10 years of service if we phased it out around our typical 100,000 mile cap. This would be a much nicer car than we could offer with one of our used police cars. Additionally, it would provide a boost in morale for the program.

Recommendation:

It is staff recommendation to purchase a 2012 Dodge Charger from the MSHP for $14,500 to be utilized as a VIPS vehicle.

ITEM NO. 7. C. 1.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Contract

ITEM/SUBJECT: Rehabilitating Sanitary Sewer Lines

BUDGET APPROPRIATION (IF APPLICABLE) - $200,000.00   DATE: 01/19/16

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

COMMENTARY:

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

The proposal is from Insituform Technologies, USA for a total of $115,370.52

Staff recommends approval.
ORDINANCE NO. ____________

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

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

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


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

\[\text{[Signature]}\]
January 11, 2016

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

Re: City of Rolla, MO, 2016 Sanitary Sewer CIPP Project

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

Scope of work:

Rolla MO  
2016 Sewer Rehab

<table>
<thead>
<tr>
<th>Bid Item per Docs</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Bid Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MH LW3-8 to MH LW3-55 8&quot;</td>
<td>LF</td>
<td>453</td>
<td>$26.15</td>
<td>S</td>
</tr>
<tr>
<td>2</td>
<td>MH LW5-55 to MH LW5-45 8&quot;</td>
<td>LF</td>
<td>250</td>
<td>$28.67</td>
<td>S</td>
</tr>
<tr>
<td>3</td>
<td>MH BE5-22 to MH BE5-22A 8&quot;</td>
<td>LF</td>
<td>94</td>
<td>$44.52</td>
<td>S</td>
</tr>
<tr>
<td>4</td>
<td>MH LW3-46 to MH LW3-36 8&quot;</td>
<td>LF</td>
<td>432</td>
<td>$26.15</td>
<td>S</td>
</tr>
<tr>
<td>5</td>
<td>MH LW3-37 to MH LW3-36 8&quot;</td>
<td>LF</td>
<td>101</td>
<td>$44.52</td>
<td>S</td>
</tr>
<tr>
<td>6</td>
<td>MH LW3-36 to MH LW3-35 8&quot;</td>
<td>LF</td>
<td>147</td>
<td>$44.52</td>
<td>S</td>
</tr>
<tr>
<td>7</td>
<td>MH LW3-34 to MH LW3-33 8&quot;</td>
<td>LF</td>
<td>216</td>
<td>$34.44</td>
<td>S</td>
</tr>
<tr>
<td>8</td>
<td>MH LW3-43 to MH LW3-41 8&quot;</td>
<td>LF</td>
<td>486</td>
<td>$26.15</td>
<td>S</td>
</tr>
<tr>
<td>9</td>
<td>MH LW3-41 to MH LW3-33 8&quot;</td>
<td>LF</td>
<td>328</td>
<td>$28.67</td>
<td>S</td>
</tr>
<tr>
<td>10</td>
<td>MH LW3-33 to MH LW3-26 8&quot;</td>
<td>LF</td>
<td>324</td>
<td>$28.67</td>
<td>S</td>
</tr>
<tr>
<td>11</td>
<td>MH LW3-32 to MH LW3-27 8&quot;</td>
<td>LF</td>
<td>513</td>
<td>$26.15</td>
<td>S</td>
</tr>
<tr>
<td>12</td>
<td>MH LW3-26A to MH LW3-25 8&quot;</td>
<td>LF</td>
<td>314</td>
<td>$28.67</td>
<td>S</td>
</tr>
<tr>
<td>13</td>
<td>MH LW3-25 to MH LW6-60 8&quot;</td>
<td>LF</td>
<td>256</td>
<td>$28.67</td>
<td>S</td>
</tr>
<tr>
<td>14</td>
<td>Performance and Payment Bond</td>
<td>LS</td>
<td>1</td>
<td>$1,682.00</td>
<td>S</td>
</tr>
</tbody>
</table>

**INCLUDED:**

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

**EXCLUDED:**

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

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

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

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

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

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

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

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

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

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

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

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

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

Thank you,

INSITUFORM TECHNOLOGIES USA, LLC.

Offered By: Accepted By:

Insituform Technologies USA, LLC.

Greg Pation
Business Development Manager

Signature
Date

Name/Title

Organization

Accepted by: Insituform Technologies USA, LLC.

Date: ______________

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

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

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

DEPARTMENT: Steffanie D. Rogers
Finance Director

ACTIONS REQUESTED: Motion

DATE: January 19, 2016

BUDGET APPROPRIATION: $350,000

SUBJECT: A Motion to Transfer Funds from the Park and Recreation Sales Tax Account to cover the Recreation Operating Deficit

COMMENTARY:

Section 13-31 of the Rolla City Code states, “Any remaining sales tax proceeds, beyond the prescribed debt service schedule and the depreciation reserve and equipment replacement account deposit prescribed herein, will remain in the recreation center and pool fund until released by formal Council action or a future vote of the citizens of Rolla”.

For fiscal year 2015, the Recreation Fund operating deficit is listed below:

<table>
<thead>
<tr>
<th>Recreation Operating Deficit &amp; Capital Exp</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td>2014</td>
</tr>
<tr>
<td>$1,120,710</td>
<td>$2,917,225</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
</tr>
<tr>
<td>$1,475,563</td>
<td>$3,259,185</td>
</tr>
<tr>
<td>$ (354,853)</td>
<td>$ (341,960)</td>
</tr>
</tbody>
</table>

Expenditures at The Centre are virtually the same as fiscal year 2005. Revenues have fallen short as competition for recreation and fitness dollars has increased. The economy has had an impact but so too has the opening of new facilities. For instance, when the University opened their Student Fitness Center and Anytime Fitness opened, the Centre lost over several memberships and has not recovered since.

It is the recommendation of staff to authorize the transfer of funds from the sales tax account to cover the projected operating deficit. The General Fund administrative transfer has already taken place since it was approved during the budget process. As of the September 30, 2014 audit, the total Parks-Fund balance was $3,635,002.

Staff is again requesting a motion to authorize the transfer of $350,000 from the sales tax account to cover the estimated operating deficit for fiscal year 2014-2015.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie Rogers
Finance Director

ACTION REQUESTED: Motion

DATE: January 19, 2016

BUDGET APPROPRIATION: $910,713

SUBJECT: A Motion To Consider a Revision to the FY 2015 Budget

COMMENTARY:

According to the budgetary state statute (Chapter 67, RSMo), actual expenditures may not exceed budgeted expenditures for any fund maintained by the City. There are a number of items paid after year end that are recorded in the prior year which can contribute to increased expenditures over budget. In order to comply with Chapter 67, RSMo, the City of Rolla has evaluated its financial position prior to closing the fiscal year-end and based upon the information available, additional budget adjustments are being submitted for council review and approval.

Attached to this commentary is a spreadsheet of the proposed budget adjustments, identifying the requested year-end revisions to the fiscal year 2015 budget. The presented budget adjustments increase budgeted expenditures by $359,134 (depreciation expense for sewer and environmental services of $1,066,500). These adjustments are intended to modify the budget to the actual year-end projections.

Staff is recommending the approval of this resolution to revise the fiscal year 2015 budget.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2014, AND APPROPRIATING FUNDS PURSUANT THERETO.

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

Section 1: The budget adjustments for the City of Rolla, Missouri, for the fiscal year beginning October 1, 2014, a copy of which is attached hereto as Exhibit A, is hereby adopted.

Section 2: Funds are hereby appropriated for the objects and purposes of expenditure set forth in said resolution.

Section 3: 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

[Signature]
## CITY OF ROLLA
### BUDGET ADJUSTMENT SUMMARY
#### FISCAL YEAR 2015

<table>
<thead>
<tr>
<th></th>
<th>CURRENT BUDGET</th>
<th>BUDGET ADJUSTMENTS</th>
<th>REVISED BUDGET</th>
<th>YTD ACTUALS 9/30/15</th>
<th>BUDGET BALANCE</th>
<th>% OF BUDGET REMAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td>$11,308,500</td>
<td>$-</td>
<td>$11,308,500</td>
<td>$10,967,461</td>
<td>$341,039</td>
<td>3.02%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADMIN</td>
<td>$608,496</td>
<td>$-</td>
<td>$608,496</td>
<td>$616,375</td>
<td>(7,879)</td>
<td>-1.29%</td>
</tr>
<tr>
<td>CITY ADMIN</td>
<td>$312,185</td>
<td>$-</td>
<td>$312,185</td>
<td>$323,335</td>
<td>(11,150)</td>
<td>-3.57%</td>
</tr>
<tr>
<td>LIBRARY</td>
<td>$213,960</td>
<td>$-</td>
<td>$213,960</td>
<td>$199,273</td>
<td>$14,687</td>
<td>8.68%</td>
</tr>
<tr>
<td>FINANCE</td>
<td>$523,715</td>
<td>$-</td>
<td>$523,715</td>
<td>$539,316</td>
<td>(15,601)</td>
<td>-2.98%</td>
</tr>
<tr>
<td>LEGAL</td>
<td>$64,825</td>
<td>$-</td>
<td>$64,825</td>
<td>$59,942</td>
<td>$4,883</td>
<td>7.53%</td>
</tr>
<tr>
<td>COURT</td>
<td>$82,790</td>
<td>$-</td>
<td>$82,790</td>
<td>$82,117</td>
<td>$673</td>
<td>0.81%</td>
</tr>
<tr>
<td>TELECOM</td>
<td>$2,082,343</td>
<td>$-</td>
<td>$2,082,343</td>
<td>$1,050,651</td>
<td>$1,031,692</td>
<td>49.54%</td>
</tr>
<tr>
<td>ANIMAL CONTROL</td>
<td>$132,925</td>
<td>$-</td>
<td>$132,925</td>
<td>$133,166</td>
<td>(241)</td>
<td>-0.18%</td>
</tr>
<tr>
<td>POLICE</td>
<td>$3,270,135</td>
<td>$-</td>
<td>$3,270,135</td>
<td>$3,710,707</td>
<td>(440,572)</td>
<td>-13.47%</td>
</tr>
<tr>
<td>FIRE</td>
<td>$2,551,870</td>
<td>$-</td>
<td>$2,551,870</td>
<td>$2,600,719</td>
<td>(48,849)</td>
<td>-1.91%</td>
</tr>
<tr>
<td>BUILDING MAINT</td>
<td>$97,590</td>
<td>$-</td>
<td>$97,590</td>
<td>$90,176</td>
<td>$7,414</td>
<td>7.60%</td>
</tr>
<tr>
<td>ENGINEERING</td>
<td>$667,598</td>
<td>$-</td>
<td>$667,598</td>
<td>$687,595</td>
<td>(19,997)</td>
<td>-3.00%</td>
</tr>
<tr>
<td>COMM DEVEL</td>
<td>$394,230</td>
<td>$-</td>
<td>$394,230</td>
<td>$377,997</td>
<td>$16,233</td>
<td>4.12%</td>
</tr>
<tr>
<td>ECON DEVEL</td>
<td>$232,425</td>
<td>$-</td>
<td>$232,425</td>
<td>$242,337</td>
<td>(9,912)</td>
<td>-4.26%</td>
</tr>
<tr>
<td><strong>REV OVER/UNDER EXP</strong></td>
<td>$11,235,087</td>
<td>$-</td>
<td>$11,235,087</td>
<td>$10,713,705</td>
<td>$521,382</td>
<td>4.64%</td>
</tr>
<tr>
<td><strong>SEWER FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td>$3,311,270</td>
<td>$775,000</td>
<td>$4,086,270</td>
<td>$3,509,941</td>
<td>$576,329</td>
<td>14.10%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>$3,517,363</td>
<td>$775,000</td>
<td>$4,292,363</td>
<td>$2,997,014</td>
<td>$1,295,349</td>
<td>30.18%</td>
</tr>
<tr>
<td><strong>REV OVER/UNDER EXP</strong></td>
<td>(206,093)</td>
<td>$-</td>
<td>(206,093)</td>
<td>$512,928</td>
<td>(719,021)</td>
<td></td>
</tr>
<tr>
<td><strong>SOLID WASTE FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td>$3,567,325</td>
<td>$59,406</td>
<td>$3,626,731</td>
<td>$3,281,947</td>
<td>$344,784</td>
<td>9.51%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>$706,090</td>
<td>$96,250</td>
<td>$802,340</td>
<td>$678,065</td>
<td>$124,275</td>
<td>15.49%</td>
</tr>
<tr>
<td>RECYCLING</td>
<td>$2,319,250</td>
<td>$225,000</td>
<td>$2,544,250</td>
<td>$2,151,430</td>
<td>$392,820</td>
<td>15.44%</td>
</tr>
<tr>
<td>SANITATION</td>
<td>$409,002</td>
<td>$8,500</td>
<td>$417,502</td>
<td>$411,597</td>
<td>$5,905</td>
<td>1.41%</td>
</tr>
<tr>
<td>VEHICLE MAINT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>REV OVER/UNDER EXP</strong></td>
<td>$3,434,342</td>
<td>$329,750</td>
<td>$3,764,092</td>
<td>$3,241,091</td>
<td>$523,001</td>
<td>13.89%</td>
</tr>
<tr>
<td><strong>AIRPORT FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td>$746,930</td>
<td>$-</td>
<td>$746,930</td>
<td>$50,000</td>
<td>$696,930</td>
<td>93.31%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>$1,298,130</td>
<td>$-</td>
<td>$1,298,130</td>
<td>$857,233</td>
<td>$440,897</td>
<td>33.96%</td>
</tr>
<tr>
<td><strong>REV OVER/UNDER EXP</strong></td>
<td>(551,200)</td>
<td>$-</td>
<td>(551,200)</td>
<td>(807,233)</td>
<td>$256,033</td>
<td></td>
</tr>
<tr>
<td><strong>Cemetery FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td>$12,160</td>
<td>$2,000</td>
<td>$14,160</td>
<td>$14,277</td>
<td>(117)</td>
<td>-0.82%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td>$1,360</td>
<td>$500</td>
<td>$1,860</td>
<td>$1,527</td>
<td>$333</td>
<td>17.93%</td>
</tr>
<tr>
<td><strong>REV OVER/UNDER EXP</strong></td>
<td>$10,800</td>
<td>$1,500</td>
<td>$12,300</td>
<td>$12,750</td>
<td>(450)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CURRENT BUDGET</td>
<td>BUDGET ADJUSTMENTS</td>
<td>REVISED BUDGET</td>
<td>YTD ACTUALS 9/30/15</td>
<td>BUDGET BALANCE</td>
<td>% OF BUDGET REMAINING</td>
</tr>
<tr>
<td>------------------------------</td>
<td>----------------</td>
<td>--------------------</td>
<td>----------------</td>
<td>---------------------</td>
<td>----------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td><strong>STREET FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUE</td>
<td>$ 7,989,640</td>
<td>$ -</td>
<td>$ 7,989,640</td>
<td>$ 7,502,504</td>
<td>$ 487,136</td>
<td>6.10%</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>$ 6,646,097</td>
<td>$ -</td>
<td>$ 6,646,097</td>
<td>$ 4,859,923</td>
<td>$ 1,786,174</td>
<td>26.88%</td>
</tr>
<tr>
<td>REV OVER/UNDER EXP</td>
<td>$ 1,343,543</td>
<td>$ -</td>
<td>$ 1,343,543</td>
<td>$ 2,642,581</td>
<td>$ (1,299,038)</td>
<td></td>
</tr>
<tr>
<td><strong>RECREATION FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUE</td>
<td>$ 1,074,400</td>
<td>$ 46,310</td>
<td>$ 1,120,710</td>
<td>$ 1,065,237</td>
<td>$ 55,473</td>
<td>4.95%</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>$ 1,375,213</td>
<td>$ 100,350</td>
<td>$ 1,475,563</td>
<td>$ 1,439,936</td>
<td>$ 35,627</td>
<td>2.41%</td>
</tr>
<tr>
<td>REV OVER/UNDER EXP</td>
<td>$ (300,813)</td>
<td>$ (54,040)</td>
<td>$ (354,853)</td>
<td>$ (374,699)</td>
<td>$ 19,846</td>
<td></td>
</tr>
<tr>
<td><strong>PARKS FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUE</td>
<td>$ 722,060</td>
<td>$ 360,750</td>
<td>$ 1,082,810</td>
<td>$ 1,035,102</td>
<td>$ 47,708</td>
<td>4.41%</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>$ 645,065</td>
<td>$ 397,000</td>
<td>$ 1,042,065</td>
<td>$ 978,894</td>
<td>$ 63,171</td>
<td>6.06%</td>
</tr>
<tr>
<td>REV OVER/UNDER EXP</td>
<td>$ 76,995</td>
<td>$ (36,250)</td>
<td>$ 40,745</td>
<td>$ 56,208</td>
<td>$ (15,463)</td>
<td></td>
</tr>
<tr>
<td><strong>PARK LAND RESERVE FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUE</td>
<td>$ 2,070</td>
<td>$ -</td>
<td>$ 2,070</td>
<td>$ 1,363</td>
<td>$ 707</td>
<td>34.14%</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>REV OVER/UNDER EXP</td>
<td>$ 2,070</td>
<td>$ 2,070</td>
<td>$ 1,363</td>
<td>$ 707</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CITY WIDE RECAP</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REVENUE</td>
<td>$ 28,734,355</td>
<td>$ 1,243,466</td>
<td>$29,977,821</td>
<td>$ 27,427,833</td>
<td>$ 2,549,988</td>
<td>8.51%</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td>$ 28,152,657</td>
<td>$ 1,602,600</td>
<td>$29,755,257</td>
<td>$ 25,089,323</td>
<td>$ 4,665,934</td>
<td>15.66%</td>
</tr>
<tr>
<td>REV OVER/UNDER EXP</td>
<td>$ 581,698</td>
<td>$ (359,134)</td>
<td>$ 222,564</td>
<td>$ 2,338,510</td>
<td>$ (2,115,946)</td>
<td>-950.71%</td>
</tr>
</tbody>
</table>

V. F. J.
## CITY OF ROLLA
### FINAL BUDGET ADJUSTMENTS
#### COMBINED DEPARTMENTS

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>ACCOUNT TITLE</th>
<th>ACCOUNT NUMBER</th>
<th>APPROVED BUDGET</th>
<th>ADJUSTMENT</th>
<th>PROPOSED BUDGET</th>
<th>JUSTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUND</td>
<td>General Fund</td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>General Fund</td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>GENERAL FUND REVENUES TOTAL</strong></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>GENERAL FUND EXPENDITURE TOTAL</strong></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEWER FUND</td>
<td>Sewer Fund</td>
<td>02-4-000-43-100</td>
<td>$</td>
<td>775,000</td>
<td>775,000</td>
<td>Grant work completed and reimbursed</td>
</tr>
<tr>
<td></td>
<td>Transfer to/from Airport</td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>SEWER FUND REVENUES TOTAL</strong></td>
<td></td>
<td>$</td>
<td></td>
<td>775,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>SEWER FUND EXPENDITURE TOTAL</strong></td>
<td></td>
<td>$</td>
<td></td>
<td>775,000</td>
<td></td>
</tr>
<tr>
<td>ENVIRONMENTAL SERVICES FUND</td>
<td>Environmental Services In-House Maintenance Svs</td>
<td>03-4-000-46-075</td>
<td>$ 325,000</td>
<td>$ 25,006</td>
<td>351,006</td>
<td>Repayment for public services yard</td>
</tr>
<tr>
<td></td>
<td>Environmental Services Sale of Property</td>
<td>03-4-000-46-006</td>
<td>$ 35,000</td>
<td>$ 33,400</td>
<td>68,400</td>
<td>Increased values from sales</td>
</tr>
<tr>
<td></td>
<td><strong>ENVIRONMENTAL SERVICES REVENUE TOTAL</strong></td>
<td></td>
<td>$ 360,000</td>
<td>$ 59,406</td>
<td>419,406</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Environmental Services Empl. Bene - Health Ins</td>
<td>03-5-060-113.00</td>
<td>$ 48,700</td>
<td>$ 31,250</td>
<td>79,950</td>
<td>Increase in health insurance</td>
</tr>
<tr>
<td></td>
<td>Environmental Services Depreciation Expense</td>
<td>03-5-060-599.00</td>
<td>$</td>
<td>$ 95,000</td>
<td>$ 55,030</td>
<td>Depreciation calculation</td>
</tr>
<tr>
<td></td>
<td>Environmental Services Depreciation Expense</td>
<td>03-5-070-599.00</td>
<td>$</td>
<td>$ 225,000</td>
<td>$ 225,000</td>
<td>Depreciation calculation</td>
</tr>
<tr>
<td></td>
<td>Environmental Services Empl. Bene - Health Ins</td>
<td>03-5-075-113.00</td>
<td>$ 40,600</td>
<td>$ 7,000</td>
<td>$ 47,600</td>
<td>Increase in health insurance</td>
</tr>
<tr>
<td></td>
<td>Environmental Services Depreciation Expense</td>
<td>03-5-075-599.00</td>
<td>$</td>
<td>$ 1,500</td>
<td>$ 1,530</td>
<td>Depreciation calculation</td>
</tr>
<tr>
<td></td>
<td><strong>ENVIRONMENTAL SERVICES EXPENDITURE TOTAL</strong></td>
<td></td>
<td>$ 89,300</td>
<td>$ 329,750</td>
<td>$ 419,050</td>
<td></td>
</tr>
<tr>
<td>AIRPORT FUND</td>
<td>Airport</td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>AIRPORT REVENUE TOTAL</strong></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Airport</td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>AIRPORT EXPENDITURES TOTAL</strong></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEPARTMENT</td>
<td>ACCOUNT TITLE</td>
<td>ACCOUNT NUMBER</td>
<td>APPROVED BUDGET</td>
<td>ADJUSTMENT</td>
<td>PROPOSED BUDGET</td>
<td>JUSTIFICATION</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>------------</td>
<td>----------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>CEMETERY FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cemetery</td>
<td>Eternal Care</td>
<td>06-4-000-46-300</td>
<td>$10,800</td>
<td>$2,000</td>
<td>$12,800</td>
<td>Increased activity</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>CEMETARY REVENUE TOTAL</strong></td>
<td></td>
<td><strong>$10,800</strong></td>
<td><strong>$2,000</strong></td>
<td><strong>$12,800</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cemetery</td>
<td>Transfers to/from Parks</td>
<td>06-5-050-901.00</td>
<td>$1,360</td>
<td>$500</td>
<td>$1,860</td>
<td>Interest transferred</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>CEMETARY EXPENDITURES TOTAL</strong></td>
<td></td>
<td><strong>$1,360</strong></td>
<td><strong>$500</strong></td>
<td><strong>$1,860</strong></td>
<td></td>
</tr>
<tr>
<td>STREET FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>STREET REVENUE TOTAL</strong></td>
<td></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>STREET EXPENDITURES TOTAL</strong></td>
<td></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
<td></td>
</tr>
<tr>
<td>RECREATION FUND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>Recreation Sales Tax</td>
<td>06-4-000-41-140</td>
<td>$ -</td>
<td>$3,810</td>
<td>$3,810</td>
<td>Slow payment of sales tax</td>
</tr>
<tr>
<td>Guest Services</td>
<td>Concession</td>
<td>06-4-010-44-480</td>
<td>$30,000</td>
<td>$9,300</td>
<td>$39,300</td>
<td>Increased revenue</td>
</tr>
<tr>
<td>Recreation</td>
<td>Programs</td>
<td>06-4-020-44-400</td>
<td>$115,000</td>
<td>$14,200</td>
<td>$129,200</td>
<td>Increased revenue</td>
</tr>
<tr>
<td>Aquatics</td>
<td>Miscellaneous</td>
<td>06-4-030-44-434</td>
<td>$6,000</td>
<td>$5,300</td>
<td>$11,300</td>
<td>Increased revenue</td>
</tr>
<tr>
<td>Fitness</td>
<td>Reimbursements</td>
<td>06-4-040-44-081</td>
<td>$70,000</td>
<td>$3,000</td>
<td>$73,000</td>
<td>Increased revenue</td>
</tr>
<tr>
<td></td>
<td>Programs</td>
<td>06-4-040-44-400</td>
<td>$70,000</td>
<td>$10,500</td>
<td>$80,500</td>
<td>Increased revenue</td>
</tr>
<tr>
<td></td>
<td><strong>RECREATION FUND REVENUE TOTAL</strong></td>
<td></td>
<td><strong>$221,000</strong></td>
<td><strong>$46,310</strong></td>
<td><strong>$267,310</strong></td>
<td></td>
</tr>
<tr>
<td>Guest Services</td>
<td>Insurance</td>
<td>06-5-030-326.00</td>
<td>$12,000</td>
<td>$4,000</td>
<td>$16,000</td>
<td>Increased allocation for insurance</td>
</tr>
<tr>
<td>Recreation</td>
<td>Salaries - Part Time</td>
<td>06-5-020-102.00</td>
<td>$50,000</td>
<td>$24,000</td>
<td>$74,000</td>
<td>Increased PT hours to cover programs</td>
</tr>
<tr>
<td>Recreation</td>
<td>Insurance</td>
<td>06-5-030-326.00</td>
<td>$6,000</td>
<td>$5,750</td>
<td>$11,750</td>
<td>Increased allocation for insurance</td>
</tr>
<tr>
<td>Aquatics</td>
<td>Insurance</td>
<td>06-5-030-326.00</td>
<td>$10,000</td>
<td>$8,400</td>
<td>$18,400</td>
<td>Increased allocation for insurance</td>
</tr>
<tr>
<td>Aquatics</td>
<td>Pool Materials</td>
<td>06-5-030-445.00</td>
<td>$8,000</td>
<td>$4,000</td>
<td>$12,000</td>
<td>Increased costs</td>
</tr>
<tr>
<td>Fitness</td>
<td>Salaries - Part Time</td>
<td>06-5-040-102.00</td>
<td>$85,000</td>
<td>$9,000</td>
<td>$94,000</td>
<td>Increased hrs to cover programs &amp; vacant FTE</td>
</tr>
<tr>
<td></td>
<td>Insurance</td>
<td>06-5-040-326.00</td>
<td>$6,800</td>
<td>$2,400</td>
<td>$9,200</td>
<td>Increased allocation for insurance</td>
</tr>
<tr>
<td>Administration</td>
<td>Salaries - Part Time</td>
<td>06-5-050-102.00</td>
<td>$11,000</td>
<td>$12,500</td>
<td>$23,500</td>
<td>Vacant FT Director position</td>
</tr>
<tr>
<td>Administration</td>
<td>Advertising</td>
<td>06-5-050-325.00</td>
<td>$27,500</td>
<td>$3,300</td>
<td>$30,800</td>
<td>Vacant FT Director position</td>
</tr>
<tr>
<td>Administration</td>
<td>Printing</td>
<td>06-5-050-323.00</td>
<td>$1,000</td>
<td>$16,000</td>
<td>$17,000</td>
<td>Fun Times, etc.</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Supplies &amp; Materials</td>
<td>06-5-060-220.00</td>
<td>$22,000</td>
<td>$5,000</td>
<td>$27,000</td>
<td>Increased supplies</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Insurance</td>
<td>06-5-060-326.00</td>
<td>$12,200</td>
<td>$2,000</td>
<td>$14,200</td>
<td>Increased allocation for insurance</td>
</tr>
<tr>
<td></td>
<td><strong>RECREATION FUND EXPENDITURE TOTAL</strong></td>
<td></td>
<td><strong>$251,500</strong></td>
<td><strong>$100,350</strong></td>
<td><strong>351,850</strong></td>
<td></td>
</tr>
<tr>
<td>DEPARTMENT</td>
<td>ACCOUNT TITLE</td>
<td>ACCOUNT NUMBER</td>
<td>APPROVED BUDGET</td>
<td>ADJUSTMENT</td>
<td>PROPOSED BUDGET</td>
<td>JUSTIFICATION</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------------------</td>
<td>----------------</td>
<td>-----------------</td>
<td>------------</td>
<td>----------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>Parks Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>Parks Sales Tax</td>
<td>11-4-000-41-140</td>
<td>$</td>
<td>$ 4,200</td>
<td>$ 4,200</td>
<td>Sales tax payments</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>Lease Purchase Revenue</td>
<td>11-4-000-48-005</td>
<td>$ 335,000</td>
<td>$ 335,000</td>
<td></td>
<td>Temp financing to cover future sales tax rev Mitarbeiter, …</td>
</tr>
<tr>
<td>Parks</td>
<td>Cemetery Burial Fees</td>
<td>11-4-070-44-040</td>
<td>$ 28,000</td>
<td>$ 5,000</td>
<td>$ 33,000</td>
<td>Increased revenue, …</td>
</tr>
<tr>
<td>Splashzone</td>
<td>Passes</td>
<td>11-4-080-44-420</td>
<td>$ 40,000</td>
<td>$ 8,500</td>
<td>$ 48,500</td>
<td>Better weather than past years</td>
</tr>
<tr>
<td>Splashzone</td>
<td>Rentals</td>
<td>11-4-080-44-433</td>
<td>$ 8,500</td>
<td>$ 2,850</td>
<td>$ 11,350</td>
<td>Better weather than past years</td>
</tr>
<tr>
<td>Splashzone</td>
<td>Concession</td>
<td>11-4-080-44-480</td>
<td>$ 16,000</td>
<td>$ 3,200</td>
<td>$ 19,200</td>
<td>Better weather than past years</td>
</tr>
<tr>
<td>Outdoor Recreation</td>
<td>Concession</td>
<td>11-4-090-44-480</td>
<td>$ 16,500</td>
<td>$ 2,000</td>
<td>$ 18,500</td>
<td>Better weather than past years</td>
</tr>
<tr>
<td><strong>PARKS REVENUE TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$ 109,000</strong></td>
<td><strong>$ 369,750</strong></td>
<td><strong>$ 469,750</strong></td>
<td></td>
</tr>
<tr>
<td>Administration</td>
<td>Salaries - Part Time</td>
<td>11-5-050-102-00</td>
<td>$</td>
<td>$ 10,500</td>
<td>$ 10,500</td>
<td>Changes due to splitting fund 09 and 11</td>
</tr>
<tr>
<td>Administration</td>
<td>Telephone</td>
<td>11-5-050-222-00</td>
<td>$ 1,000</td>
<td>$ 1,750</td>
<td>$ 2,750</td>
<td>Changes due to splitting fund 09 and 11 sales tax passed</td>
</tr>
<tr>
<td>Administration</td>
<td>Utilities</td>
<td>11-5-050-224-00</td>
<td>$</td>
<td>$ 1,500</td>
<td>$ 1,500</td>
<td>Changes due to splitting fund 09 and 11</td>
</tr>
<tr>
<td>Administration</td>
<td>Professional/Contract</td>
<td>11-5-050-331-00</td>
<td>$ 2,000</td>
<td>$ 16,300</td>
<td>$ 18,300</td>
<td>Webtrac, tax book, internet, online registrations, etc</td>
</tr>
<tr>
<td>Administration</td>
<td>Election Expense</td>
<td>11-5-050-347-00</td>
<td>$</td>
<td>$ 9,100</td>
<td>$ 9,100</td>
<td>Election deposits</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Empl Bene - Health Ins</td>
<td>11-5-060-113-00</td>
<td>$ 15,600</td>
<td>$ 7,500</td>
<td>$ 23,100</td>
<td>Increase in health insurance</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Community Hall Expenses</td>
<td>11-5-060-341-00</td>
<td>$</td>
<td>$ 2,500</td>
<td>$ 2,500</td>
<td>Increased supplies</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Buildings &amp; Grounds</td>
<td>11-5-060-563-00</td>
<td>$</td>
<td>$ 5,825</td>
<td>$ 5,825</td>
<td>Eugene Northern Compressor</td>
</tr>
<tr>
<td>Parks</td>
<td>Salaries - Full Time</td>
<td>11-5-070-101-00</td>
<td>$ 78,000</td>
<td>$ 69,000</td>
<td>$ 147,000</td>
<td>FT employee retired</td>
</tr>
<tr>
<td>Parks</td>
<td>Salaries - Part Time</td>
<td>11-5-070-102-00</td>
<td>$ 30,000</td>
<td>$ 73,000</td>
<td>$ 103,000</td>
<td>Changes due to splitting fund 09 and 11</td>
</tr>
<tr>
<td>Parks</td>
<td>Empl Bene - FICA/Medicare</td>
<td>11-5-070-108-00</td>
<td>$ 8,000</td>
<td>$ 10,600</td>
<td>$ 18,600</td>
<td>Changes due to splitting fund 09 and 11</td>
</tr>
<tr>
<td>Parks</td>
<td>Empl Bene - LAGERS</td>
<td>11-5-070-109-00</td>
<td>$ 10,000</td>
<td>$ 10,500</td>
<td>$ 20,500</td>
<td>Changes due to splitting fund 09 and 11</td>
</tr>
<tr>
<td>Parks</td>
<td>Empl Bene - Health Ins</td>
<td>11-5-070-113-00</td>
<td>$ 35,000</td>
<td>$ 28,000</td>
<td>$ 63,000</td>
<td>Changes due to splitting fund 09 and 11</td>
</tr>
<tr>
<td>Parks</td>
<td>Empl Bene - Unemployment</td>
<td>11-5-070-114-00</td>
<td>$</td>
<td>$ 4,200</td>
<td>$ 4,200</td>
<td>Seasonal layoffs</td>
</tr>
<tr>
<td>Parks</td>
<td>Supplies &amp; Materials</td>
<td>11-5-070-220-00</td>
<td>$ 2,500</td>
<td>$ 3,630</td>
<td>$ 6,130</td>
<td>Increased supplies</td>
</tr>
<tr>
<td>Parks</td>
<td>Utilities</td>
<td>11-5-070-224-00</td>
<td>$ 16,500</td>
<td>$ 6,300</td>
<td>$ 22,800</td>
<td>Changes due to splitting fund 09 and 11</td>
</tr>
<tr>
<td>Parks</td>
<td>Petro Products</td>
<td>11-5-070-443-00</td>
<td>$ 11,000</td>
<td>$ 6,550</td>
<td>$ 17,550</td>
<td>Changes due to splitting fund 09 and 11</td>
</tr>
<tr>
<td>Parks</td>
<td>Vehicle Repairs &amp; Maint</td>
<td>11-5-070-445-00</td>
<td>$ 4,000</td>
<td>$ 8,700</td>
<td>$ 12,700</td>
<td>Increased repairs</td>
</tr>
<tr>
<td>Parks</td>
<td>Materials (Park Areas)</td>
<td>11-5-070-449-00</td>
<td>$ 9,000</td>
<td>$ 7,200</td>
<td>$ 16,200</td>
<td>Activity from park sales tax passing</td>
</tr>
<tr>
<td>Parks</td>
<td>Holloway House</td>
<td>11-5-070-458-00</td>
<td>$</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>Misc repairs</td>
</tr>
<tr>
<td>Parks</td>
<td>Equipment</td>
<td>11-5-070-560-00</td>
<td>$</td>
<td>$ 15,400</td>
<td>$ 15,400</td>
<td>Activity from park sales tax passing</td>
</tr>
<tr>
<td>Parks</td>
<td>Major Park Improvements</td>
<td>11-5-070-580-00</td>
<td>$</td>
<td>$ 30,750</td>
<td>$ 30,750</td>
<td>Activity from park sales tax passing</td>
</tr>
<tr>
<td>Splashzone</td>
<td>Salaries - Part Time</td>
<td>11-5-080-102-00</td>
<td>$ 28,000</td>
<td>$ 10,700</td>
<td>$ 38,700</td>
<td>Better weather than past years</td>
</tr>
<tr>
<td>Splashzone</td>
<td>Concession</td>
<td>11-5-080-218-00</td>
<td>$ 8,000</td>
<td>$ 3,550</td>
<td>$ 11,550</td>
<td>Better weather than past years</td>
</tr>
<tr>
<td>Splashzone</td>
<td>Utilities</td>
<td>11-5-080-224-00</td>
<td>$ 28,000</td>
<td>$ 2,600</td>
<td>$ 30,600</td>
<td>Better weather than past years</td>
</tr>
<tr>
<td>Splashzone</td>
<td>Equipment</td>
<td>11-5-080-560-00</td>
<td>$</td>
<td>$ 3,850</td>
<td>$ 3,850</td>
<td>Pump, gator and misc equipment</td>
</tr>
<tr>
<td>Splashzone</td>
<td>Buildings &amp; Grounds</td>
<td>11-5-080-563-00</td>
<td>$ 5,000</td>
<td>$ 12,200</td>
<td>$ 17,200</td>
<td>Boiler repa, ice machine, ball field lamp, etc</td>
</tr>
<tr>
<td><strong>PARKS EXPENDITURE TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$ 370,600</strong></td>
<td><strong>$ 387,000</strong></td>
<td><strong>$ 767,600</strong></td>
<td></td>
</tr>
</tbody>
</table>
In December 2015, the Public Works Department was authorized to purchase five (5) pieces of equipment (backhoe, dump trucks and survey equipment). These capital expenditures were included in the FY16 budget with a combined purchase price of $596,890 and the lease payments were budgeted for a five (5) year payment schedule of $138,200 with the projected amount to be financed was $500,000. After bids were received, the final amount to be financed is $460,000.

On January 8, 2016, financing bids were received. The bids received were as follows:

<table>
<thead>
<tr>
<th>Financial Institution</th>
<th>5 Years</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edward Jones</td>
<td>No Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bancorp Bank/Mears Motor</td>
<td>No Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central Federal Savings &amp; Loan</td>
<td>2.002%</td>
<td>$ 97,592.86</td>
<td></td>
</tr>
<tr>
<td>Citizen's Bank of Newburg</td>
<td>No Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commerce Bank</td>
<td>2.055%</td>
<td>$97,748.70</td>
<td></td>
</tr>
<tr>
<td>First Community National Bank</td>
<td>3.40%</td>
<td>$101,740.00</td>
<td></td>
</tr>
<tr>
<td>First State Community Bank</td>
<td>1.79%</td>
<td>$97,070.91</td>
<td></td>
</tr>
<tr>
<td>MPUA</td>
<td>No Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Municipal Leasing Consultants</td>
<td>No Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phelps County Bank</td>
<td>3.00%</td>
<td>$100,443.10</td>
<td></td>
</tr>
<tr>
<td>Town &amp; Country Bank</td>
<td>No Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>US Bank</td>
<td>2.01%</td>
<td>$97,621.19</td>
<td></td>
</tr>
</tbody>
</table>

It is the recommendation of staff to award financing to First State Community Bank with an interest rate of 1.79% and annual payments of $97,070.91 for a five (5) year term.
ORDINANCE NO. __________

AN ORDINANCE APPROVING A TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT WITH FS LEASING LLC.

WHEREAS, City of Rolla (Lessee), desires to obtain funds to pay the costs of acquiring the Equipment described in
the attached Tax-Exempt Equipment Lease Purchase Agreement; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for Lessee to
enter into the Tax-Exempt Equipment Lease Purchase Agreement with FS Leasing LLC, as Lessor (Lessor), pursuant to which
Lessee will lease the Equipment, with an option to purchase, from Lessor, on an annually renewable basis, and commencing on
the date Lessor deposits funds equal to the initial principal amount of the Equipment Lease Purchase Agreement into an account
held pursuant to the below-mentioned Account Control Agreement, to be used to pay the costs of acquiring and installing the
Equipment and to pay related costs; and

WHEREAS, the Equipment is not available for immediate delivery, therefore, it is necessary and desirable for Lessee
to also enter into an Account Control Agreement, in substantially the form attached to this Ordinance, pursuant to which the
proceeds of the Tax-Exempt Equipment Lease Purchase Agreement will be held by the bank therein-named as Deposit Bank
(Deposit Bank), in an account established in Lessee’s name, but subject to Lessor’s security interest and Lessor’s approval of
disbursements; and

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

Section 1. Authorization and Approval of the Tax-Exempt Equipment Lease Purchase Agreement. The Tax-
Exempt Equipment Lease Purchase Agreement, together with all exhibits thereto, including but not limited to the Account Control
Agreement (Lease Documentation) is hereby approved in substantially the form attached to this Ordinance, with such changes
therein as are approved by the officer of Lessee hereafter authorized to execute and deliver the Lease Documentation, the
execution of the Lease Documentation by such officer being conclusive evidence of such approval, provided that the Lease
Documentation shall be consistent with the following terms:

a) The aggregate principal portion of Rental Payments will not exceed $460,000.
b) The interest portion of Rental Payments will be calculated at an annual interest rate of 1.79%.
c) Rental Payments will be due in 5 approximately equal installments, with the first Rental Payment due on March 8,
   2017, and succeeding Rental Payments due on March 8th of each of the follow year.
d) The final scheduled Rental Payment will be due March 8, 2021.

Moneys sufficient to pay all Rental Payments required to be paid under the Tax-Exempt Equipment Lease Purchase
Agreement during Lessee’s current fiscal year are hereby appropriated to such payment, and such moneys will be applied in
payment of all Rental Payments due and payable during the current fiscal year.

Lessee’s obligation to pay Rental Payments (as defined in the Tax-Exempt Equipment Lease Purchase Agreement) is
subject to annual appropriation, will constitute a current expense, and will not in any way be construed to be an indebtedness or
liability of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of
indebtedness or liability by Lessee, nor will anything contained in the Tax-Exempt Equipment Lease Purchase Agreement
constitute a pledge of the general tax revenues, funds or moneys of Lessee, and all provisions of the Tax-Exempt Equipment
Lease Purchase Agreement will be construed so as to give effect to such intent.

The below-named officer of Lessee is hereby authorized and directed to execute and deliver the Lease Documentation
on behalf of and as the act and deed of Lessee:

Name:  Stefanie Rogers
Title:  Finance Director

[Signature]
Section 2. Further Authority. Lessee will, and the officials and agents of Lessee are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of Lessee with respect to the Lease Documentation and the Equipment.

Section 3. Repeal of Conflicting Ordinances. All prior Ordinances approved by Lessee's governing body that are in conflict with this Ordinance are hereby repealed to the extent of any conflict.

Section 4. Effective Date. This Ordinance will take effect and be in full force from and after its passage by the City of Rolla, Missouri, and approval by the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 1ST DAY OF FEBRUARY 2016.

APPROVED:

__________________________________________
Mayor

ATTEST:

__________________________________________
City Clerk

APPROVED AS TO FORM:

__________________________________________
City Counselor
TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT

Dated as of 2-1-15

Legal Name of Lessee: City of Rolla

Legal Name of Lessor: FS LEASING LLC

Federal Tax I.D. No.: 43-6003049

KEY TERMS

<table>
<thead>
<tr>
<th>Commencement Date</th>
<th>Acquisition Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Exhibit B</td>
<td>$460,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>End of Maximum Lease Term</th>
<th>Rental Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/9/2021</td>
<td>See Payment Schedule attached as Exhibit B.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Year Ending Date</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30th</td>
<td>1.79%</td>
</tr>
</tbody>
</table>

BANK QUALIFICATION

By checking the box below, Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and represents that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and its subordinate entities during the calendar year in which the Commencement Date occurs, is not reasonably expected to exceed $10,000,000.

[ ] Bank-Qualification Elected (initiated by Lessee's authorized representative)

TERMS AND CONDITIONS

1. Lease and Term. Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount shown above to acquire and install the Equipment listed on Exhibit A hereto (the "Equipment"). Lessor hereby leases, transfers and lets the Equipment to Lessee, and Lessee hereby acquires, rents and leases the Equipment from Lessor, in accordance with the provisions of this Agreement. Lessor's obligation to pay rent under this Agreement commences on the date that funds are advanced to Lessor or the seller or vendor of the Equipment ("Vendor") to pay all or a portion of the cost of the Equipment (the "Commencement Date"), which is also the date that the interest portion of the Rental Payments begins to accrue. The initial term of this Agreement will end on the last day of Lessee's current fiscal year ("Original Term"). This Agreement may be continued, solely at the option of Lessee, for additional one-year renewal terms ("Renewal Term") ending on the last day of each succeeding fiscal year of Lessee, up to the Maximum Lease Term shown above. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to paragraphs 4 or 23 hereto. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule attached as Exhibit B ("Payment Schedule"), for each such Renewal Term. The Original Term and all Renewal Terms are referred to collectively as the "Lease Term."

2. Delivery of Equipment; Payment of Acquisition Amount. Upon Lessee's satisfaction of the conditions stated in paragraph 5 of this Agreement, Lessor will disbourse funds equal to the Acquisition Amount to Lessee for deposit in the account established and held pursuant to an Account Control Agreement in substantially the form attached as Exhibit C. Title to the Equipment will vest in Lessee, as described in paragraph 11 of this Agreement. Lessee has selected, or will select the Equipment and cause it to be delivered to Lessee at the location specified in Exhibit A.

3. Rental Payments. Lessor will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule, as it may be revised from time to time as provided herein. Rental Payments will be in consideration for Lessor's use of the Equipment during the fiscal year in which such payments are due. Lessee will pay a charge on any Rental Payment not received on or before its due date at a rate equal to 10% per annum or the maximum amount permitted by law, whichever is less, from the due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest. Except as provided in paragraph 4, the obligations of Lessor to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or irritumities in the Equipment or related equipment, or any accident, condemnation or unforeseen circumstances.

4. Continuation of Lease Term; Nonappropriaion. Lessee currenly intends, subject to the provisions of this paragraph, to continue the Lease Term and pay the Rental Payments through the Maximum Lease Term. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments in each annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision to appropriate funds and to extend this Agreement for any Renewal Term is solely within the discretion of Lessor's then current governing body, and Lessor is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. If sufficient funds have not been appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination within 10 days following the end of the Original Term or Renewal Term of Lessee's failure to renew this Agreement, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this paragraph, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

NOTE: TERMS AND CONDITIONS ARE CONTINUED ON PAGES 2 THROUGH 5 OF THIS AGREEMENT, AND IN EXHIBITS A, B, C AND D HERETO. ALL OF WHICH ARE INCLUDED BY REFERENCE AND BECOME PART HEREOF. BY SIGNING BELOW, EACH PARTY AGREES TO ALL TERMS AND CONDITIONS OF THE AGREEMENT.

LESSEE SIGNATURE

Lessee: City of Rolla

By: ________________________________

Printed Name: Steffanie Rogers

Title: Finance Director

Notice Address: P.O. Box 979

Rolla, MO 65402

LESSEE SIGNATURE

Lessor: FS LEASING LLC

By: ________________________________

Printed Name: Terry A. Luecke

Title: Vice President of First State Community Bank, sole member of FS Leasing

Notice Address: 201 E. Columbia

Farmington, MO 63640

TEL@Escrow Rev 08/2015
5. Conditions to Lessor’s Performance. The performance by Lessor of any of its obligations under this Agreement is conditioned upon Lessee’s delivery to Lessor of the following within 30 days of the effective date of this Agreement:
   (a) A copy of a fully executed Account Control Agreement, in substantially the form attached as Exhibit 5;
   (b) A certified copy of a resolution of Lessee’s governing body, substantially in the form attached hereto as Exhibit D, authorizing the execution and delivery of this Agreement and the Account Control Agreement, and performance by Lessee of its obligations under this Agreement and the Account Control Agreement;
   (c) Evidence of Insurance as required by paragraph 14 hereof;
   (d) A fully completed and executed IRS Form 8038-G or 8038-GC, as applicable, with respect to this Agreement, to be filed by Lessor with the IRS; and
   (e) Such other items reasonably required by Lessor.

6. Lessee’s Representations, Warranties and Covenants. Lessee represents, warrants and covenants for Lessor’s benefit:
   (a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State of Missouri, and Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic;
   (b) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof;
   (c) This Agreement constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally;
   (d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date;
   (e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;
   (f) Lessee has complied with public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment;
   (g) There is no action, suit, proceeding, inquiry or Investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best Lessee’s knowledge is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement;
   (h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained;
   (i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided;
   (j) Each item of the Equipment is essential to Lessee’s governmental function or to the service it provides to its citizens;
   (k) Lessee has an immediate need for, and expects to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future;
   (l) The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee’s governmental or proprietary functions consistent with the permissible scope of Lessee’s authority;
   (m) Neither the payment of the Rental Payments hereunder nor any portion thereof is (1) secured by any interest in properly used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (2) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code);
   (n) None of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code);
   (o) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest portions of Rental Payments from gross income for purposes of federal income taxation;
   (p) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into;
   (q) No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become “arbitrage bonds” within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department;
   (r) If, on the first page of this Agreement, Lessee has designated this Agreement as a “qualified tax-exempt obligation” as defined in Section 265(b)(3)(B) of the Code, Lessee and its subordinate entities will not issue tax-exempt obligations, including this Agreement, in an aggregate amount exceeding $10,000,000 during the calendar year in which the Commencement Date occurs; and
   (s) Lessee will take such other actions as may be necessary to comply with the Code and with any other applicable future law, in order to ensure that the interest portion of the Rental Payments will remain excluded from federal gross income, to the extent any such actions can be taken by Lessee.

7. Enjoyment of Equipment. Lessor will provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble orhindrance from Lessor, except as otherwise expressly set forth in this Agreement.

8. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon Lessor’s property for the purpose of inspecting the Equipment.

9. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, provided, however, that Lessor may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the Lessor’s opinion, adversely affect the Lessee’s interest in and to the Equipment or its interest or rights under this Agreement.

10. Maintenance and Location of Equipment. Lessee agrees that it will, at Lessee’s own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. The location of the primary use, or garaging, of the Equipment will be as set forth on Exhibit A, or at such other location within
Lessee’s boundaries. Lessee will provide prompt written notice to Lessor of the new primary use, or garaging, location.

11. Title to the Equipment. Title to the Equipment is deemed to vest in Lessor on the Commencement Date upon payment of the Acquisition Amount to the vendor, and immediately and automatically (without any further action by Lessor or Lessee) title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to Lessor’s rights under this Agreement. Title will, immediately and without any action by Lessee, vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor, upon (a) any termination of this Agreement other than termination pursuant to paragraph 23 hereof or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this paragraph will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee’s true and lawful attorney (and agent in fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee’s or Lessor’s or such assignee’s name, to endorse Lessee’s name upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

12. Retention of Security Interest. To secure the payment of all of Lessee’s obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest granted herein. Lessee will, at Lessee’s expense, file an application for and obtain the first certificate of title for each of the vehicles leased hereunder, designating Lessee as owner and Lessor as first lienholder, and a certificate of registration issued in Lessee’s name. Lessee will, at Lessee’s expense, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If Lessee is required to obtain any new certificate of title or of registration, Lessee will, at Lessee’s expense and with written notice to Lessor of such action, obtain such new certificate of title or of registration in the form described above. Immediately upon receipt, Lessee will deliver the original certificate of title to Lessor and will notify the Lessor of the license plate number of each vehicle constituting Equipment leased hereunder. Lessee will provide Lessor with all license, registration and vehicle identification numbers relating to each vehicle and will arrange for the registration and titling of all such vehicles. Lessee will notify Lessor of any changes to the certificate of registration or license plate within 10 days of such change. Lessee will comply with all present and future laws, regulations, and orders relating to the Equipment leased hereunder.

13. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due, provided that, with respect to any such taxes and charges that may lawfully be paid in Installments over a period of years, Lessee will be obligated to pay only such Installments that accrue during the Term.

14. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in Missouri and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers’ compensation coverage as required by the laws of Missouri; provided that, with Lessor’s prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor and Lessee as insureds and will contain a provision to the effect that such insurance will not be cancelled or modified materially without the written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

15. Advances. In the event Lessee fails to maintain the insurance required by this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Agreement, Lessor may purchase insurance at Lessee’s expense to protect Lessor’s interests hereunder. This insurance may, but need not, protect Lessee’s interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessor may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Agreement. If Lessor purchases insurance for the Equipment, Lessor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

16. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proofs of propriation for the ensuing fiscal year and such other financial information relating to Lessee’s ability to continue this Agreement, as may be requested by Lessor.

17. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

18. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

19. Damage, Destruction and Condemnation. If (a) any of the Equipment is damaged or destroyed, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the
prompt replacement or repair of the Equipment, unless Lessee has exercised its option to purchase all the Equipment pursuant to paragraph 23 hereof. Any balance of the Net Proceeds remaining after such repair or replacement has been completed will be paid to Lessee.

20. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement or repair referred to in paragraph 19 hereof, Lessee will either (a) complete such replacement or repair and pay any costs thereof in excess of the amount of the Net Proceeds, (b) purchase Lessee's interest in all the Equipment pursuant to paragraph 23 hereof or (c) with Lessee's consent, pay the Net Proceeds to Lessor to be applied as a prepayment in accordance with paragraph 3 hereof. If Lessee will make any payments pursuant to this paragraph, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under this Agreement, except as a result of a partial prepayment.

21. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

22. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, Indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on Lessor's rights and obligations with respect to this Agreement, Including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever to the existence or availability of such warranties by the Vendor.

23. Purchase Option: Partial Prepayments. (a) Lessee will have the option to purchase the Equipment (all, not part), upon giving written notice to Lessor at least 30 days before the date of purchase, on any date, upon payment in full of the Rental Payments then due hereunder plus the accrued interest portion of Rental Payments to the purchase date plus any other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest portion of the Rental Payments scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of actual days elapsed over a 360-day year. Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to this paragraph, represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessor hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (i) the costs of the Equipment, (ii) the uses and purposes for which the Equipment will be employed by Lessee, (iii) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (iv) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessor other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

(b) Rental Payments may be prepaid on any date, upon giving written notice to Lessor at least 30 days before the date of prepayment. Amounts received will be applied first to the interest portion of Rental Payments due hereunder, and then to reduce the principal portion of Rental Payments, applied in inverse order of payments due.

24. Assignment by Lessor. Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining Lessee's consent; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

25. Assignment and Subleasing by Lessee. None of Lessee's rights, title and interest in, to and under this Agreement and in the Equipment may be assigned or otherwise encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

26. Events of Default Defined. Subject to the provisions of paragraph 4 hereof, any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in paragraph (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(2) Lessor will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of Lessee's assets, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any
answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of Lessee's assets, in each case without its application, approval or consent, and such order, judgment or decree will continue in effect and in effect for any period of 30 consecutive days.

27. Remedies on Default. Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or the expiration of the Renewal Term to be due; (b) with or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and repossess possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for Lessee's account, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); and (c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

28. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it hereunder, it will not be necessary to give any notice, other than such notice as may specifically be required in this Agreement.

29. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events: (a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to paragraph 4 hereof; (b) the exercise by Lessee of the option to purchase the Equipment granted under paragraph 23 hereof and payment of the Purchase Price and all amounts payable in connection therewith; (c) a default by Lessee and Lessor's election to terminate this Agreement under paragraph 27 hereof; or (d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

30. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

31. Blending Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

32. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

33. No Other Agreements. ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBIDE FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT LESSEE AND LESSOR FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS REACHED COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LESSEE AND LESSOR, EXCEPT AS LATER AGREED IN WRITING.

34. Amendments. This Agreement may be amended, changed or modified in any manner only by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

35. Execution In Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

36. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

37. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

38. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

39. Effective Date. This Agreement will be effective as of the date first written above.

CERTIFICATION OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, being the duly appointed or elected clerk or secretary of Lessee, do hereby certify that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized by to execute the foregoing Agreement on behalf of Lessee.

DATED: ____________________________

By: ________________________________
Printed Name: Carol Daniels
Title: City Clerk

Page 5 of 5

[Signature]
EXHIBIT A TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT
Dated as of 2-1-16

SCHEDULE OF EQUIPMENT

The Equipment leased pursuant to this Agreement includes each vehicle listed below, and all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom:

<table>
<thead>
<tr>
<th>Equipment Description (make, model, etc.)</th>
<th>Serial Number/VIN</th>
<th>Location of Primary Use/Garaging</th>
<th>Vendor Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backhoe</td>
<td>Unknown at this time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 - Dump Trucks</td>
<td>Unknown at this time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey Equipment</td>
<td>Unknown at this time</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Initialed by Lessee’s authorized representative)

5/6/9
EXHIBIT B TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT  
Dated as of 2-1-16

PAYMENT SCHEDULE  
(To be updated by Lessor as of the Commencement Date)

Commencement Date: March 8, 2016  
(The Commencement Date is the date on which (a) funds in an amount equal to the Acquisition Amount are either are 
advanced to the Vendor of the Equipment or deposited in the account established and held pursuant to an Account Control Agreement (referenced in the Agreement), and 
(b) Lessee's obligation to pay Rental Payments commences.)

Acquisition Amount: $460,000.00

Interest Rate: The Interest Rate used to calculate Interest Portions of Rental Payments is 1.79% (based upon an actual360 day-count), subject to increase upon a 
Determination of Taxability, as described in the following paragraph:

Increased Interest Rate Upon Determination of Taxability: Notwithstanding anything in the Agreement to the contrary, Lessee agrees that, upon a Determination of Taxability, Rental Payments shall be adjusted to reflect that the Interest Rate used to calculate Interest Portions of Rental Payments will be increased by 200 basis points retroactive to the date that, according to the Determination of Taxability, the Interest Portions of Rental Payments are no longer excludable from gross income 
for federal income tax purposes. Lessee agrees to promptly acknowledge an amended Payment Schedule. “Determination of Taxability” means (a) a determination 
by the commissioner or any district director of the Internal Revenue Service, (b) a determination by any court of competent jurisdiction, or (c) receipt by Lessee or Lessor 
of an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that the Interest Portions of the Rental Payments are 
includable in gross income for federal income tax purposes of Lessor; provided, however, that no such Determination of Taxability under clause (a) or (b) shall be deemed 
to have occurred if Lessee has been afforded the opportunity to contest such determination, has elected to contest such determination in good faith and is proceeding with 
all reasonable dispatch to prosecute such contest until the earlier of (i) a final determination from which no appeal may be taken with respect to such determination or (ii) 
abandonment of such appeal by Lessee.

Payment Dates and Amounts: Rental Payments are due, subject to paragraph 4 of the Agreement, on the dates and in the amounts shown on the attached 
“Amortization Schedule.” The term “Purchase Price” (as used in the Agreement), for an applicable Payment Date, refers to the Remaining Balance shown on the 
Amortization Schedule, after applying the Rental Payment due on the corresponding Payment Date.

Lessee's Billing Address:  
City of Rolla  
P.O. Box 979  
Rolla, MO 65402  
Attn:

Lessor's Payment Address:  
FS LEASING LLC  
c/o First State Community Bank  
201 E. Columbia St.  
Farmington, MO 63640  
Attn: Adam Wade

The undersigned acknowledge the above provisions and the attached Amortization Schedule (which has been initialed by Lessee's representative):

Lessee: City of Rolla

By: __________________________
Printed Name: Steffanie Rogers
Title: Finance Director

Lessor: FS LEASING LLC

By: __________________________
Printed Name: Terry A. Lueckmeier
Title: Vice President of First State Community Bank, sole member of FS Leasing LLC

V. C. 10.
EXHIBIT C TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT
Dated as of 2-1-16

ACCOUNT CONTROL AGREEMENT

<table>
<thead>
<tr>
<th>Legal Name of Deposit Bank</th>
<th>Deposit Bank's ABA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>First State Community Bank</td>
<td>081918425</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Acquisition Account for Equipment Lease Purchase Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commencement Date</td>
</tr>
<tr>
<td>-------------------</td>
</tr>
<tr>
<td>March 8, 2016</td>
</tr>
</tbody>
</table>

TERMS AND CONDITIONS

1. Incorporation into the Agreement. This Account Control Agreement is among the Lessee and the Lessor and Deposit Bank identified above, and relates to and is made a part of the Tax-Exempt Equipment Lease Purchase Agreement (the “Agreement”) dated as of the Commencement Date shown above between Lessor and Lessee. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Account Control Agreement as in the Agreement.

2. Establishment and Maintenance of Account. Deposit Bank has agreed to establish and maintain for Lessee, the Acquisition Account identified above.

3. Security Interest. As collateral security for the obligations and liabilities of Lessee under the Agreement, Lessee has and hereby does grant to Lessor, a present and continuing security interest in the following, or proceeds thereof: (a) the Acquisition Account, and (b) all contract rights, claims and privileges in respect of the Acquisition Account, and all proceeds of the foregoing, and Deposit Bank acknowledges that this Account Control Agreement constitutes notice of Lessee's security interest in such collateral and does hereby consent thereto.

4. Control of Account. In order to give Lessor control over the Acquisition Account, as control is defined in the Uniform Commercial Code, Lessee and Deposit Bank agree that no withdrawals may be made from the Acquisition Account, without written approval by Lessor. Deposit Bank agrees to comply with any and all instructions (the “Instructions”) from time to time originated by Lessor directing disposition of funds in the Acquisition Account, without further consent by Lessee. Deposit Bank further agrees that it will institute procedures to prevent Lessee from making withdrawals from the Acquisition Account, without approval of Lessor. The parties hereto agree that (i) the Instructions may include, without limitation, the giving of stop payment orders and may further include instructions to transfer funds to or for Lessor's benefit and (ii) Deposit Bank shall have no duty to inquire or determine whether Lessor is entitled, under the Agreement, to give any Instructions. Lessee hereby agrees that Deposit Bank shall be entitled to rely on any Instructions, as set forth herein, even if (i) the Instructions are contrary to any instructions or demands that Lessee may deliver to Deposit Bank and/or (ii) a result of such Instructions is the dishonoring by Deposit Bank of items which may be presented for payment.

5. In accordance with the Agreement, Lessor will deposit in the Acquisition Account the Amount of Initial Deposit specified above. Moneys held by Deposit Bank hereunder will be held in accordance with the Arbitrage Instructions attached as Schedule 1 to this Account Control Agreement, in an FDIC-Insured money market account, or fully collateralized as required by Missouri law for deposits of public funds. All interest and gain earned on deposits in the account will be deposited in the Acquisition Account.

6. Moneys in the Acquisition Account will be used to pay for the cost of acquisition of the Equipment listed in the Agreement. Such payment will be made from the Acquisition Account upon presentation to Deposit Bank of one or more properly executed Payment Request, a form of which is attached to this Account Control Agreement as Schedule 2, executed by Lessee, and consented to by Lessor, together with an invoice for the cost of the acquisition of said Equipment. In making any disbursement pursuant to this paragraph 6, Deposit Bank may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Deposit Bank will not be required to make any inquiry, inspection or investigation in connection therewith. The submission of each Payment Request and Acceptance Certificate will constitute unto Deposit Bank and Lessor an irrevocable determination by Lessee that all conditions precedent to the payment of the amounts set forth therein have been completed.

7. The Acquisition Account will terminate upon the occurrence of the earlier of (a) the presentation a Payment Request and Acceptance Certificate, properly executed by Lessee, certifying that all of the Equipment has been accepted, or (b) the presentation of written notification by Lessor that the Agreement has been terminated pursuant to paragraph 4 or paragraph 26 of the Agreement. Upon termination as described in clause (a) of the previous sentence, any amount remaining in the Acquisition Account will be, first, applied to pay all reasonable fees and expenses incurred by Deposit Bank in connection with this Account Control Agreement, as evidenced by its statement forwarded to Lessor and Lessee, and, second, paid to Lessor, for application against the outstanding principal portion of Rental Payments under the Agreement, as provided therein, unless Lessor consents that payment of such amount be made in such other manner requested by Lessee, so long as Lessee delivers to Lessor an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, that such alternative disposition will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Agreement
will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of the first sentence of this paragraph, any amount remaining in the Acquisition Account will immediately be paid to Lessor.

8. Deposit Bank may at any time resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Deposit Bank. The substitution of another Deposit Bank or trust company to act as Deposit Bank under this Account Control Agreement may occur by written agreement of Lessor and Lessee. In addition, Deposit Bank may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Deposit Bank, a successor Deposit Bank will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Deposit Bank will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Deposit Bank. Thereupon such successor Deposit Bank will, without any further act or deed, be fully vested with all the powers, rights, duties and obligations of Deposit Bank under this Account Control Agreement and the predecessor Deposit Bank will cease and terminate. If a successor Deposit Bank has not been so appointed within 90 days of such resignation or removal, Deposit Bank may petition a court of competent jurisdiction to have a successor Deposit Bank appointed.

9. Any corporation or association into which Deposit Bank may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Deposit Bank hereunder and will be vested with all the powers, rights, obligations, duties, remedies, Immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. Deposit Bank incurs no responsibility to make any disbursements pursuant to this Account Control Agreement, except from funds held in the Acquisition Account. Deposit Bank makes no representations or warranties as to the title to any Equipment listed in the Agreement or as to the performance of any obligations of Lessor or Lessee.

11. Deposit Bank may act in reliance upon any writing or Instrument or representation which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Deposit Bank will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Account Control Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

12. Unless Deposit Bank is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify Deposit Bank and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Deposit Bank under this Account Control Agreement; and in connection therewith, to indemnify Deposit Bank against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of Deposit Bank in connection with the creation of the account described in and created by this Account Control Agreement and in carrying out any of the duties, terms or provisions of this Account Control Agreement is a one-time fee in the amount of $0-, to be paid by Lessee concurrently with the execution and delivery of this Account Control Agreement. Notwithstanding the foregoing, Deposit Bank will be entitled to its customary deposit account fees and reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Account Control Agreement. Claims for such reimbursement may be made to Lessee and in no event will such reimbursement be made from funds held by Deposit Bank pursuant to this Account Control Agreement. Deposit Bank agrees that it will not assert any lien whatsoever on any of the money on deposit in the Deposit Account for the payment of fees and expenses for services rendered by Deposit Bank under this Account Control Agreement or otherwise.

14. If Lessee, Lessor or Deposit Bank are in disagreement about the interpretation of the Lease or this Account Control Agreement, or about the rights and obligations, or the propriety of any action contemplated by Deposit Bank hereunder, Deposit Bank may, but will not be required to, file an appropriate civil action to resolve the disagreement. Deposit Bank will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Account Control Agreement until a final judgment in such action is received.

15. Deposit Bank may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Deposit Bank in accordance with the opinion of such counsel. Deposit Bank will otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Account Control Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

17. In the event any provision of this Account Control Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

18. This Account Control Agreement may be amended, changed or modified in any manner only by written agreement of Lessor, Deposit Bank and Lessee. Any waiver of any provision of this Account Control Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

[Remainder of page intentionally left blank]
19. This Account Control Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

20. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
SCHEDULE 1

TO ACCOUNT CONTROL AGREEMENT

ARBITRAGE INSTRUCTIONS AND REPRESENTATIONS

These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the “Code”), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Tax-Exempt Equipment Lease Purchase Agreement, dated as of 2-1-16 (the “Agreement”), between the above-referenced Lessee and Lessor.

1. Temporary Period/Yield Restriction. Except as described in this paragraph, money in the Acquisition Account must not be invested at a yield greater than the yield on the Agreement. Proceeds of the Agreement in the Acquisition Account and investment earnings on such proceeds may be invested without yield restriction for three years after the Commencement Date of the Agreement. If any unspent proceeds remain in the Acquisition Account after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

2. Lease Proceeds Exempt from the Rebate Requirement.

(a) The Agreement Qualifies as a Rebate-Exempt Small Issue. Lessee hereby represents the following:

(1) Lessee is a governmental unit under State law with general taxing powers;

(2) the Agreement is not a "private activity bond" as defined in Code § 141;

(3) 95% or more of the net proceeds of the Agreement are to be used for local governmental activities of Lessee; and

(4) the aggregate face amount of all tax-exempt bonds and obligations (other than private activity bonds), and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by Lessee during the calendar year in which the Commencement Date occurs, is not reasonably expected to exceed $5,000,000. Lessee understands that, for this purpose: (a) Lessee and all entities which issue bonds on behalf of Lessee are treated as a single issuer; (b) all bonds or obligations issued by an entity subordinate to Lessee are treated as issued by Lessee; and (c) bonds or obligations issued by Lessee to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

If any tax-exempt bonds or obligations issued or to be issued during the current calendar year are attributable to financing the construction of public school facilities, then Lessee makes the following representations, in lieu of paragraph (4) above:

The aggregate face amount of all tax-exempt bonds and obligations (other than private activity bonds), and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by Lessee during the calendar year in which the Commencement Date occurs, is not reasonably expected to exceed the sum of (A) $5,000,000 plus (B) the lesser of $10,000,000 or the portion of the face amount of all bonds and other obligations expected to be issued in the calendar year in which the Commencement Date occurs, which will be attributable to the financing of the construction of public school facilities. Lessee understands that, for this purpose: (a) Lessee and all entities which issue bonds on behalf of Lessee are treated as a single issuer; (b) all bonds or obligations issued by an entity subordinate to Lessee are treated as issued by Lessee; and (c) bonds or obligations issued by Lessee to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations. Lessee further understands that the term "construction" generally means capital expenditures incurred to construct, reconstruct, renovate, rehabilitate, or improve buildings or structures, but does not include expenditures to acquire land, any interest in land, or other real property, or to acquire or improve moveable personal property, such as furniture, computers, photocopiers, books, or vehicles.

3. Opinion of Special Tax Counsel. These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes.

Schedule 1
Page 1 of 1
SCHEDULE 2
TO ACCOUNT CONTROL AGREEMENT

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: First State Community Bank, as Deposit Bank
    Attn: Terry A. Luetkemeyer, Leasing Manager, FS Leasing LLC
    (Send by e-mail to luetkemeyer@FSCB.com or fax to 573-756-8311)

Re: Payment Requested from Account No. City of Rolla
    Acquisition Account for Equipment Lease Purchase Agreement held pursuant to the Account Control Agreement dated as of 2-1-16, between Lessee and Lessor identified above, and Deposit Bank (the “Deposit Bank”)

Ladies and Gentlemen:

Deposit Bank is hereby requested to pay from the Acquisition Account to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the Acquisition Cost of the Equipment, as described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition and installation of the Equipment, and has not formed the basis of any prior request for payment.

The Equipment described below is part or all of the property described on the Equipment Schedule attached as Exhibit A to the Tax-Exempt Equipment Lease Purchase Agreement dated as of 2-1-16 (the “Agreement”) described in the Account Control Agreement.

<table>
<thead>
<tr>
<th>Payee Name and Address &amp; Description of Cost Paid</th>
<th>Amount to Be Paid</th>
<th>Payment Delivery Instructions (if not provided on attached invoice)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Schedule 2
Page 1 of 2

[Signature] 3/15
Lessee hereby certifies and represents to and agrees with Lessor and Deposit Bank as follows:

(1) (a) The Equipment described herein has been delivered, installed and accepted on the date hereof, or (b) the amount requested is in payment of closing costs relating to the Agreement.

(2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.

(3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by paragraph 14 of the Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

DATED: ______________________

<table>
<thead>
<tr>
<th>LESSEE SIGNATURE</th>
<th>LESSOR APPROVAL OF PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lessee: City of Rolla</td>
<td>Lessor: FS LEASING LLC</td>
</tr>
<tr>
<td>Name: ________________________</td>
<td>By: ________________________</td>
</tr>
<tr>
<td>Title: ________________________</td>
<td>Name: ________________________</td>
</tr>
</tbody>
</table>

[Attach invoice(s) to be Paid]
EXHIBIT D TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT
Dated as of 2-1-16

COPY OF AUTHORIZING RESOLUTION OR ORDINANCE APPROVED BY LESSEE'S GOVERNING BODY
(per paragraph 5)

(Attach approved and signed authorizing resolution or ordinance, in substantially the form attached.)
Currently the City of Rolla relies on an Emergency Warning System that consists of 10 Federal Signal brand outdoor warning sirens. These sirens are all manufactured by Federal Signal Corporation. The sirens all vary in model, age and capability. They are strategically placed (see attached) in designated areas in the city, in an effort to provide the best early emergency warning to the community in the event of severe weather.

Recently the storm siren at 3800 Hy-Point Industrial Blvd stopped functioning. Blue Valley Public Safety of Grain Valley, Mo. inspected the siren and found that repairs would cost $8,062. This siren is over 25 years old. In addition, Blue Valley inspected the other sirens and found them to be operational. Blue Valley recommends this siren to be replaced instead of being repaired.

Blue Valley Public Safety is the sole source for the Federal Signal siren. They currently provide service for all other sirens in the City of Rolla. In addition, Rolla Police Department and Rolla Fire Department have a positive relationship with them for services and costs of maintenance.

Fire Administration recommends the City Council accept the bid of $19,081.14 from Blue Valley Public Safety for a Federal Signal 2001-130.