AGENDA OF THE ROLLA CITY COUNCIL
Monday, February 1, 2016
City Hall Council Chambers
901 North Elm Street
6:30 P.M.

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

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

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Don Morris

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – January 4, 2016
   2) City Council Meeting Closed Session – January 4, 2016
   3) City Council Meeting – January 19, 2016
   4) City Council Meeting Closed Session – January 19, 2016

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) Ms. Cyndra L ore, RREC Executive Director, Hartmann US Announcement

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report – December 2015
B) Police Department Monthly Report – December 2015
V. **OLD BUSINESS**
   A) **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) – **Final Reading**
   B) **Ordinance** Authorizing the Mayor to Execute an Agreement with Insituform Technologies, USA, for Sewer Line Rehabilitation (Public Works Director Steve Hargis) – **Final Reading**
   C) **Ordinance** Authorizing the Mayor to Execute an Agreement with FS Leasing, LLC, for Equipment Financing – (Finance Director Steffanie Rogers) – **Final Reading**

VI. **NEW BUSINESS**
   A) **Ordinance** Repealing Sections 31-23 through 31-35 of the Rolla City Code and Enacting New Sections In Lieu Thereof Pertaining to the Parks and Recreation Advisory Board – (City Administrator John Butz) – **First Reading**
   B) **Resolution** of Intent – Chapter 100 Bonds for Hartmann USA – (City Administrator John Butz) – **Motion**

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

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

IX. **MAYOR/CITY COUNCIL COMMENTS**
    A) **Motion** Appointing Mr. Bill Lindgren to the Planning and Zoning Commission to Replace Mr. Paul Stigall who Resigned (Jan. 2017) – **Motion**
    B) **Motion** Appointing Ms. Carrolyn Bolin to the Rolla Housing Authority Board to Replace Ms. Karen LaBoube (Oct. 2019) – **Motion**

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

XI. **CLOSED SESSION**
    Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed Session:
    None.

XII. **ADJOURNMENT**
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, JANUARY 4, 2016; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

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

Council Members Absent: None.

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

Other City Officials in Attendance: City Administrator John Butz, City Counselor Carolyn Buschjost, Assistant Fire Chief Jeff Breen, and City Clerk Carol Daniels

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

Councilman Kelly Long led the Pledge of Allegiance.

I. CONSENT AGENDA

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

(A) Approval of the Rolla City Council Minutes for the following:
   1) City Council Meeting – December 7, 2015
   2) City Council Meeting – December 21, 2015
   3) City Council Meeting Closed Session – December 21, 2015

II. PUBLIC HEARINGS

None.

JANUARY 4, 2016
III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) Assistant Fire Chief Jeff Breen: Mayor Magdits congratulated Mr. Jeff Breen on his recent appointment to the position of Assistant Fire Chief. He noted that Mr. Breen was promoted from Fire Captain to Assistant Fire Chief.

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

Mayor Magdits referred the Council to (A) the November 2015 Environmental Services Department Monthly Report; (B) the November 2015, Police Department Monthly Report; (C) the November 2015 Animal Control Division Monthly Report; (D) the November 2015 Rolla Municipal Utilities Monthly Report; (E) the November 24, 2015, Rolla Board of Public Works Meeting Minutes; (F) the December 8, 2015, Planning and Zoning Commission Preliminary Meeting Minutes, and; (G) the December 2015 Fire and Rescue Department Monthly Report.

V. OLD BUSINESS

(A) Ordinance Approving the Annexation and Zoning of Property Located at 2600 N. Bishop Avenue from NZ (No Zone) to C-3 (Highway Commercial District) Zoning (Kingdom West): Community Development Director John Petersen noted the subject property, consisting of approximately 1.9 acres, is located off North Highway 63 connecting to County Road 2000. He reported the Planning and Zoning Commission recommends approval of the subject annexation and zoning request.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4251: AN ORDINANCE APPROVING THE ANNEXATION AND ZONING OF PROPERTY AT 2600 NORTH BISHOP AVENUE FROM NZ (NO ZONE) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING. (KINGDOM WEST). A motion was made by Williams and seconded by Long to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Woolley, Bowe, Miller, Williams, Hines, Jung, Meusch, Long, Morris, Crowell, Eudaly, and Jordan. Nays: None. Absent: None. Motion carried. The ordinance passed.
V. OLD BUSINESS (continued)

(B) Ordinance Approving the Minor Plat of Huffman East No. 1, Consisting of New Lots 1 & 2: Community Development Director John Petersen indicated the subject property consists of approximately 12 acres. The proposed shift of lots would create Lots 1 and 2.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4252: AN ORDINANCE APPROVING THE MINOR PLAT OF HUFFMAN EAST NO. 1, CONSISTING OF NEW LOTS 1 AND 2. (HUFFMAN EAST NO. 1). A motion was made by Williams and seconded by Jordan to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Crowell, Eudaly, Jung, Hines, Jordan, Miller, Bowe, Williams, Meusch, Long, Morris, and Woolley. Nays: None. Absent: None. Motion carried. The ordinance passed.

VI. NEW 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 noted the subject ordinance would authorize the Mayor to enter into a professional services agreement with HNTB Corporation. He explained this would be a task order to the existing contract the City has with HNTB Corporation to do the master plan. Mr. Hargis said the total for this task order is $194,600 and it would do the 30% complete design of the improvements, which would take the extension of Highway 72, bring it over to Kingshighway, construct a roundabout, and redo the two existing roundabouts to accept two lanes in each direction. He noted the amount of this task order is about 38% of the projected total design fee of $509,000. He pointed out that CM Archer of Rolla would be the subcontractor on this project with HNTB Corporation providing design and surveying services.

Following discussion, City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI CERTAIN AGREEMENTS BETWEEN THE CITY OF ROLLA, MISSOURI, AND HNTB CORPORATION FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE WESTSIDE TRANSPORTATION PLAN.
VI. NEW BUSINESS (continued)

(A) Ordinance Authorizing the Mayor to Enter Into a Professional Services Agreement with HNTB Corp. for Proposed Highway 72 Extension Design Services (continued): After additional discussion, a motion was made by Morris to suspend the rules and the ordinance be read for its final reading by title. The motion did not receive a second.

VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Approving the Sold Surplus Assets Through GovDeals: City Administrator John Butz noted the Council previously authorized City staff to sell surplus items through GovDeals, Ebay, etc., and to periodically report to the Council. The subject report of items sold covers the period from January 1, 2015 through December 28, 2015. After a brief discussion, a motion was made by Eudaly and seconded by Williams to ratify the 2015 listing of Surplus Sales on GovDeals.com. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

VIII. CITIZEN COMMUNICATION

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

1) Mr. Tom Sager, 8 Laird Avenue, Rolla, Missouri, indicated the map that Public Works Director Steve Hargis showed the Council earlier takes a hunk out of Buehler Park. He reminded the Council that Buehler Park is a dedicated park and the City is under an injunction not to take any action that would inhibit the use of Buehler Park as a public park. Additionally, Mr. Sager the City might have fewer questions about the project if the circle was removed from Buehler Park.

Mayor Magdits confirmed with Mr. Hargis that none of Buehler Park is being used for the improvements.

Mr. Sager also indicated he liked Councilman Williams’ comment about not taking out more houses than necessary as part of the proposed Highway 72 extension.
VIII. CITIZEN COMMUNICATION (continued)

(A) Open Citizen Communication (continued): Mr. Sager asked City Administrator John Butz if any progress had been made about the speakers in the Council Chambers.

Mr. Butz told Mr. Sager that Mayor Magdits asked the audience to let him know if they have difficulty hearing. As long as the Council is speaking directly into the microphones it appears to work fine.

Mr. Sager encouraged the Council to install speakers toward the back of the Chambers.

No one else present addressed the Council.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Last Week’s Rain: Mayor Magdits noted that last week there was a tremendous amount of rain in Rolla and it was not too many years ago that when you drove around Rolla during a rainstorm, water would be coming up through manholes and areas would be flooded. Mayor Magdits complimented Public Works Director Steve Hargis and City Administrator John Butz for the projects they have brought to the Council over the years, which have had a real positive impact on flooding. Unless someone knows something different, he is not aware of any flooding.

Mr. Butz said there was some localized flooding right after the large storm Sunday morning, but it was down within an hour.

Councilman Williams noted there are problem areas with some of the drains. He said the people that are in charge of the drains need to be proactive and check the drains before the heavy rains. In particular, Mr. Williams mentioned an area off Belmont Court, which looked like a river going down between the houses. He also noted problems on Foxcreek, Spilman and Stroback.

(B) Lioness Club Light Display: Councilman Morris complimented the Lioness Club on their holiday light display. Additionally, he mentioned a resident who lives on the east end of Winchester Drive who puts a display in his yard every year that is “out of this world.” Mr. Morris also complimented him on the work he puts into it.
X. COMMENTS FOR THE GOOD OF THE ORDER

(A) Status of PCRMC Sign – Sign Illumination has been reduced 50%; Hospital meeting on same scheduled for 1/7/16: City Administrator John Butz recalled he sent an e-mail to the Council about a week ago about the hospital reducing the illumination on their sign by 50%. He said he does not know if it meets everyone’s expectations, since he has not heard a lot more. Mr. Butz encouraged Council members to go by and look at it if they have not had an opportunity. Additionally, he informed the Council the PCRMC Board would be meeting tomorrow.

When asked by Councilwoman Susan Eudaly if the light was better, Ms. Diana Howard, 1008 Vista Drive, said the illumination is less but the flashing is just as bad. She said there is a stroke victim who lives on her street and his seizures have increased and he has had to have his seizure medication adjusted. Ms. Howard said they have purchased room-darkening curtains to try to help. However, the residents should not have to spend their money for something the hospital has done. Ms. Howard told the Council it is not too bad in her own home, because of the way her home is positioned. She noted that many of the other neighbors are in a lot worse shape than she is in.

Mayor Magdits indicated the City would have a representative at the meeting and would ask about the flashing sign.

XI. CLOSED SESSION

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

The Council adjourned into Closed Session at approximately 7:12 p.m.

XII. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 7:40 p.m.

City Counselor Carolyn Buschjost reported the Council met in Closed Session and discussed two separate matters. Regarding the first matter, it was recently determined...
XII. CLOSED SESSION ACTION (continued)

that a prior real estate conveyance by the City to the RCDC (Rolla Community Development Corporation) sixteen years ago needed a correction to ensure clear title on a small portion of a parcel that was already conveyed. The time sensitive issue required an emergency decision to review the real estate matter and it required the execution of a quitclaim deed, which therefore required a resolution. The legal description of the property was already presumed conveyed. The Council passed the resolution and allowed the Mayor to sign the quitclaim deed.

The second matter pertained to a real estate and contract negotiation issue and no final action was taken.

XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 7:41 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

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CITY CLERK                  MAYOR
ROLLA CITY COUNCIL MEETING MINUTES
TUESDAY, JANUARY 19, 2016; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV


Council Members Absent: Matthew Miller and Walt Bowe

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

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

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

Councilwoman Sue Eudaly led in the Pledge of Allegiance.

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): A motion was made by Williams and seconded by Eudaly to remove the subject item from consideration. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

II. SPECIAL PRESENTATIONS

None.

JANUARY 19, 2016
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 recalled that during its last meeting, the Council conducted the first reading of the subject ordinance, which would authorize the Mayor to enter into a professional services agreement with HNTB Corporation. He explained this contract is actually a change order from an existing contract for the Rolla West study. Mr. Hargis said the preliminary task associated with this contract is to develop a set of preliminary plans suitable for getting approvals from the BNSF railroad and the Missouri Department of Transportation (MoDOT) because the City would be crossing the railroad with a bridge and redoing the interchange at Interstate 44 and Kingshighway. He noted the task order is about 38% of the total design costs or $194,600. This task order will also establish all the necessary right-of-way.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4253: 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. A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Jung, Jordan, Hines, Woolley, Williams, Crowell, Meusch, Long, Eudaly, and Morris. Nays: None. Absent: Miller and Bowe. Motion carried. The ordinance passed.

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 explained the Arthur’s Addition is the consolidation of interior lot lines (parts of Lots 15 through Lot 18, Cowan’s Addition, Block 13), and forming a minor subdivision consisting of Lot 1 Arthur’s Addition.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4254: 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).
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 (continued): Mayor Magdits noted the owner, through its agent, has requested a first and final reading of the subject ordinance at this meeting.

A motion was made by Williams and seconded by Morris to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed eight ayes, two nays, and two absent. Motion carried.

Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Woolley, Williams, Hines, Jung, Meusch, Jordan, Morris, Long, Eudaly, and Crowell. Nays: None. Absent: Miller and Bowe. Motion carried. The ordinance passed.

(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 recalled the subject property was recently annexed into the City and zoned. The applicant is now requesting the 12.52-acre tract be subdivided into two lots.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: 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).

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Three New 2016 All Wheel Drive Pursuit Package SUVs: Police Chief Sean Fagan asked the Council to consider awarding the bid for three Ford Explorer SUV vehicles to the low bidder, Joe Machens Ford. He noted that Sakelaris Ford made a mistake in their bidding and the per vehicle price should have been $32,313.18. Chief Fagan said they accidentally added $1,100 to their bid for a piece of equipment that was not requested. The surplus police vehicles would be sold on
V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(A) Motion Awarding Bid for Three New 2016 All Wheel Drive Pursuit Package SUVs: Govdeals.com. A motion was made by Williams and seconded by Eudaly to award the bid for three, new 2016 Ford Explorer SUV vehicles to Joe Machens Ford for $31,102.00 each. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(B) Motion Awarding Bid for Vehicle Equipment: Police Chief Sean Fagan asked the Council to consider awarding the bid for the equipment for the three new Ford Explorer SUVs to the low bidder Ed Roehr Safety Products for $10,964 for all three vehicles. A motion was made by Williams and seconded by Long to award the bid for the vehicle equipment to Ed Roehr Safety Products for $10,964. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(C) Motion Authorizing the Purchase of a 2012 Dodge Charger from the Missouri State Highway Patrol: Police Chief Sean Fagan said he is recommending the purchase of a 2012 Dodge Charger from the Missouri State Highway Patrol (MSHP) to be used as a VIPS (Volunteers in Police Service) vehicle. He explained the vehicle would be purchased using funds from the VIPS donation money, the majority of which is received from the Rolla Public Schools for the VIPS program. A motion was made by Eudaly and seconded by Long to authorize the purchase of a 2012 Dodge Charger from the MSHP for $14,500, for the VIPS program. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(D) Ordinance Authorizing the Mayor to Execute an Agreement with Insituform Technologies, USA for Sewer line Rehabilitation: Public Works Director Steve Hargis referred the Council to a contract with Insituform for rehabilitating sanitary sewer lines. He explained Insituform performs in-place curing of a liner that goes inside the sewer line. Mr. Hargis said this enables a new sewer line to be put in the ground without excavation. He added Insituform provides the traffic control and goes back in and opens the laterals in the sewer line. Mr. Hargis told the Council this is the fifth year the City has done this and it is done through a cooperative purchase agreement with the bid that was submitted to Independence, Missouri. About one mile of sewer lines will be rehabilitated.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY
V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(D) Ordinance Authorizing the Mayor to Execute an Agreement with Insituform Technologies, USA for Sewer line Rehabilitation (continued): OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INSITUFORM TECHNOLOGIES USA, LLC.

(E) Motion to Transfer Funds from the Parks and Recreation Sales Tax Account to Cover the Recreation Operating Deficit: Finance Director Steffanie Rogers asked the Council to consider the annual transfer from the Depreciation Account to the Operating Account to cover the projected operating deficit. A motion was made by Long and seconded by Jordan to authorize the transfer of $350,000 from the Sales Tax Account to cover the estimated operating deficit for fiscal year 2014-2015. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(F) Resolution Revising Fiscal Year 2015 Budget: Finance Director Steffanie Rogers referred the Council to the proposed budget adjustments. She explained that at the end of every fiscal year, the City is required by Chapter 67 of the State Statutes to make sure expenditures do not exceed the budget. Ms. Rogers pointed out the total budget adjustments for FY 2015 are $359,134.

City Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title. RESOLUTION NO. 1854: A RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2014, AND APPROPRIATING FUNDS PURSUANT THERETO. A motion was made by Williams and seconded by Eudaly to approve the proposed resolution. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(G) Ordinance Authorizing the Mayor to Execute an Agreement with FS Leasing, LLC, for Equipment Financing: Finance Director Steffanie Rogers reported that on January 8, 2016, bids were opened for the financing of a backhoe, two dump trucks, and survey equipment. Staff is recommending the bid for the financing be awarded to First State Community Bank with an interest rate of 1.79% and annual payments of $97,070.91 for a five-year term.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading. ORDINANCE NO. AN ORDINANCE APPROVING A TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT WITH FS LEASING LLC.

JANUARY 19, 2016
V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(H) Motion Awarding Bid for Warning Siren: Fire Chief Ron Smith asked the Council to consider awarding the bid for a warning siren to Blue Valley Public Safety for a Federal Signal 2001-130 for $19,081.14. He explained the city of Rolla is covered by an emergency warning system of ten sirens and the siren in the HyPoint Boulevard area, which is 25 years old, is no longer working. The cost to repair the siren is $8,062. Due to the age of the siren, staff recommends purchasing a new siren from Blue Valley Public Safety, who is the sole source for the Federal Signal brand siren. Chief Smith noted all but one of the City's sirens is a Federal Signal brand siren.

After some discussion, a motion was made by Williams and seconded by Eudaly to award the bid for a new siren to Blue Valley Public Safety at a cost of $19,081.14. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

Chief Smith pointed out the sirens are considered an outside warning system that is specifically designed to alert people who are outside. He emphasized it is not designed to be heard inside the home.

Chief Smith added that a good way to receive community and warning information is through the Everbridge Emergency Alert System.

At the request of Councilman Williams, Chief Smith reported that Rolla City Firefighter Chase Butler, who lives in the St. James, Missouri area, was returning home from his shift when he noticed a home on fire in St. James adjacent to Highway 68. Mr. Butler drove to the house and awakened the occupants, who did not know the house was on fire. Additionally, he helped the fire department extinguish the fire.

VI. MAYOR/CITY COUNCIL COMMENTS

(A) Mayor Magdits – Restructuring of the Park/Recreation Center Advisory Council: Mayor Magdits said he wanted to check the Council’s “pulse” on the concept of restructuring the Parks and Recreation Center Advisory Council. With the passage of Proposition P last year, the City now has some financial resources to do some much-needed maintenance and, at least do some capital improvements over the next couple of years. The fact that the City now has some money to spend, the Mayor said he would like to have a group of people to help advise on that. Mayor Magdits stated he would like to dissolve the present advisory committee and replace it with two committees. The first
VI. MAYOR/CITY COUNCIL COMMENTS (continued)

(A) Mayor Magdits – Restructuring of the Park/Recreation Center Advisory Council (continued): committee would work on the traditional parks and would need to have a good interface with the public to help prioritize capital projects. Mayor Magdits noted the second committee would be for The Centre and would help achieve its fiscal sustainability. Before presenting the draft charters for these committees to the Council, Mayor Magdits asked the Council for their “pulse” for the concept. If there is enough interest on the Council’s part, he would present the two draft charters to the Council at its next meeting.

Following some discussion, the Council consensus was to bring the draft charters to them at their next meeting.

VII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to anyone wishing to address the Council. No one present responded.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

(B) TIF Public Hearing: City Administrator John Butz informed the Council that the TIF (Tax Increment Financing) Public Hearing is scheduled for January 27, 2016, at 5:30 p.m. in the Phelps County Courthouse Multi-Purpose Room.

Mr. Butz added the City is still waiting to hear from the Fire District as to their support of the City’s appointment or alternate. He recalled other taxing jurisdictions have one appointment on the nine-member commission. The City has coordinated it with the Library and the Phelps County Disabilities Board who have both deferred to the City Council who appointed Councilman Kelly Long.

IX. CLOSED SESSION

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

JANUARY 19, 2016
IX. CLOSED SESSION (continued)

The Council adjourned into Closed Session at approximately 7:34 p.m.

X. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 9:16 p.m.

City Counselor Carolyn Buschjost reported the Council discussed a real estate/contract negotiation matter and no action was taken. A personnel matter was also discussed.

XI. ADJOURNMENT

Having no further business, the meeting adjourned at 9:16 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

__________________________________________  ______________________________________
CITY CLERK                                      MAYOR
# MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

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<th>Material</th>
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<th>Nov 2015</th>
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<th>Year-to-Date 2015</th>
<th>Year-to-Date 2014</th>
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## SERVICES PROVIDED

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## DISPOSAL TONNAGE

(Sanitation Division)

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<th>Dec 2014</th>
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December 2015

Part I Crimes

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<th>Rape</th>
<th>Robbery</th>
<th>Felonious Assault</th>
<th>Burglary</th>
<th>Larceny</th>
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<td>1</td>
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# Rolla Police Department
## Calls for Service
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**Total**: 2613
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<th>Other Domestic</th>
<th>Wildlife</th>
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<th>2015 YTD Total</th>
<th>2014 YTD Total</th>
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<th>2011 YTD Total</th>
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<td>95.60%</td>
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## ANIMAL CONTROL MONTHLY TOTALS

END OF YEAR REPORT FOR 2015

### ANIMALS IMPOUNDED

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<th>Other</th>
<th>Wildlife</th>
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</tr>
<tr>
<td>City of Newburg</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Newburg Area</td>
<td>2</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>7</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Edgar Springs Area</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>3</td>
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<tr>
<td>Other Agencies</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>11</td>
</tr>
<tr>
<td>St. James Area</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>15</td>
<td>2</td>
</tr>
<tr>
<td>Ft. Leonard Wood</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td><strong>2015 EOY Total</strong></td>
<td><strong>378</strong></td>
<td><strong>239</strong></td>
<td><strong>4</strong></td>
<td><strong>118</strong></td>
<td><strong>739</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2014 EOY Total</strong></td>
<td><strong>393</strong></td>
<td><strong>197</strong></td>
<td><strong>7</strong></td>
<td><strong>48</strong></td>
<td></td>
<td><strong>645</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2013 EOY Total</strong></td>
<td><strong>524</strong></td>
<td><strong>171</strong></td>
<td><strong>3</strong></td>
<td><strong>63</strong></td>
<td></td>
<td></td>
<td><strong>761</strong></td>
</tr>
<tr>
<td><strong>Total Phelps County</strong></td>
<td><strong>40</strong></td>
<td><strong>25</strong></td>
<td><strong>0</strong></td>
<td><strong>1</strong></td>
<td><strong>66</strong></td>
<td><strong>77</strong></td>
<td><strong>50</strong></td>
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</table>

### ANIMAL DISPOSITION

<table>
<thead>
<tr>
<th></th>
<th>Canine</th>
<th>Feline</th>
<th>Other</th>
<th>Wildlife</th>
<th>2015 EOY Total</th>
<th>2014 EOY Total</th>
<th>2013 EOY Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animals Adopted</td>
<td>168</td>
<td>120</td>
<td>0</td>
<td>0</td>
<td>288</td>
<td>272</td>
<td>357</td>
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<tr>
<td>Animals Claimed</td>
<td>190</td>
<td>14</td>
<td>4</td>
<td>0</td>
<td>208</td>
<td>176</td>
<td>210</td>
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<tr>
<td>Euthanized(Ill/Injured)</td>
<td>8</td>
<td>21</td>
<td>0</td>
<td>6</td>
<td>35</td>
<td>28</td>
<td>48</td>
</tr>
<tr>
<td>Euthanized(Dangerous)</td>
<td>13</td>
<td>55</td>
<td>0</td>
<td>0</td>
<td>68</td>
<td>69</td>
<td>27</td>
</tr>
<tr>
<td>Euthanized(Un-Placed)</td>
<td>7</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>11</td>
<td>11</td>
<td>23</td>
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<tr>
<td>Deceased on Arrival</td>
<td>0</td>
<td>9</td>
<td>0</td>
<td>38</td>
<td>47</td>
<td>43</td>
<td>47</td>
</tr>
<tr>
<td>Transferred to Rescue</td>
<td>11</td>
<td>25</td>
<td>0</td>
<td>4</td>
<td>40</td>
<td>31</td>
<td>14</td>
</tr>
<tr>
<td>Wildlife Relocated</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>69</td>
<td>69</td>
<td>23</td>
<td>38</td>
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<tr>
<td>Other</td>
<td>3</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td><strong>2015 EOY Total</strong></td>
<td><strong>400</strong></td>
<td><strong>250</strong></td>
<td><strong>4</strong></td>
<td><strong>117</strong></td>
<td><strong>771</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>2014 EOY Total</strong></td>
<td><strong>399</strong></td>
<td><strong>200</strong></td>
<td><strong>7</strong></td>
<td><strong>52</strong></td>
<td></td>
<td><strong>658</strong></td>
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<tr>
<td><strong>2013 EOY Total</strong></td>
<td><strong>522</strong></td>
<td><strong>175</strong></td>
<td><strong>2</strong></td>
<td><strong>70</strong></td>
<td></td>
<td></td>
<td><strong>769</strong></td>
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</table>

### ADDITIONAL STATISTICS

<table>
<thead>
<tr>
<th></th>
<th>2015 EOYTotal</th>
<th>2014 EOYTotal</th>
<th>2013 EOYTotal</th>
<th>2012 EOYTotal</th>
<th>2011 EOYTotal</th>
<th>2010 EOYTotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption Rate (① +②)/(①+②+③)</td>
<td>95.60%</td>
<td>96.14%</td>
<td>94.16%</td>
<td>93.11%</td>
<td>77.21%</td>
<td>63.84%</td>
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<tr>
<td>PR Programs</td>
<td>15</td>
<td>2</td>
<td>9</td>
<td>18</td>
<td>30</td>
<td>28</td>
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<tr>
<td>Calls for Service</td>
<td>2474</td>
<td>2350</td>
<td>2,500</td>
<td>1,834</td>
<td>1847</td>
<td>1975</td>
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<tr>
<td>Written Warnings</td>
<td>8</td>
<td>10</td>
<td>25</td>
<td>22</td>
<td>14</td>
<td>39</td>
</tr>
<tr>
<td>Citations</td>
<td>24</td>
<td>23</td>
<td>57</td>
<td>34</td>
<td>24</td>
<td>31</td>
</tr>
<tr>
<td>Total Incinerator Hours</td>
<td>637</td>
<td>396</td>
<td>515</td>
<td>584</td>
<td>550</td>
<td>774</td>
</tr>
</tbody>
</table>
# Financial Statement
## December 2015

**Receipts:**
- Electric, Water, Tax, Sewer and Refuse Charge: $2,006,273.94
- Accounts Receivable - Miscellaneous: $32,404.99
- Customer's Deposits - Refundable: $45,205.00
- Misc Non-Operating Revenue: $4,626.43
  
  **Total Receipts:** $2,083,411.36

**Disbursements:**
- Power Purchased: $1,649,129.96
- Operating Expenses: $87,445.21
- Administrative and General Expenses: $136,775.56
- Payroll: $152,757.73
- Electric and Water Capital Expenditures: $63,195.61
- Stock Purchases (Inventory): $201,789.40
- Balance of Customer's Deposits after Finals: $49,771.66
- Medical, Dental, Vision and Life Insurance Paid by Employees: $14,327.56
- U.S. Withholding Tax: $24,904.51
- Missouri Dept. of Revenue (Sales Tax): $39,221.58
- Missouri Dept. of Revenue (Income Tax): $8,796.00
- Phelps County Bank (Social Security): $31,998.88
- Sewer Service Charge: $267,117.48
- Refuse Service Charge: $179,073.44
- Purchase U.S. Treasury Bill / Certificates of Deposit: $0.00
- Unclaimed Deposits: $0.00
- PILOT to City of Rolla: $117,658.73
- Standpipes Lease/Purchase: $4,501.53
- Electric Power Supply Infrastructure Lease/Purchase: $90,837.53
- Primacy Fees: $0.00
- Void Checks: $0.00
  
  **Total Disbursements:** $1,886,108.37

**Cash in Bank (December 31, 2015):** $24,418,201.23

**Balance of Other Funds:**

**Public Utility Accounts:**
- Central Federal Savings & Loan, Check #1200 for $1,832.19: $3,292.83
- Citizens Bank of Newburg, Check #1200 for $1,254.31: $2,157.33
- Phelps Co Bank-Electronic Payment Account, Check #1064 for $171,613.87: $37,890.40
- Phelps Co Bank-Money Market: $4,346,483.66
- Phelps Co Bank-Super Now, Checks #23289 thru #23381 for $3,130,212.37: $2,750,744.61
- Town & Country Bank, Check #1200 for $3,863.93: $3,390.10
- Regions Bank, Check #1202 for $987.28: $2,000.00
  
  **Total Public Utility Accounts:** $7,154,939.23

**Electric Reserves:**
- Certificates of Deposit: $0.00
- Money Market Account: $14,726,995.00
- U.S. Treasury Bills: $0.00
  
  **Total Electric Reserves:** $14,726,995.00

**Water Reserves:**
- Certificates of Deposit: $0.00
- Money Market Account: $2,536,267.00
- U.S. Treasury Bills: $0.00
  
  **Total Water Reserves:** $2,536,267.00

**Total Reserves:** $17,263,262.00

**Total Public Utility Accounts and Reserves:** $24,418,201.23
### STATISTICS
#### DECEMBER 2015

**PRODUCTION**

<table>
<thead>
<tr>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dte of Demand</td>
<td>12/29/2015</td>
</tr>
<tr>
<td>Time of Demand</td>
<td>10:15 AM</td>
</tr>
<tr>
<td>SCADA Demand</td>
<td>48,540.0</td>
</tr>
<tr>
<td>kWh Purchased</td>
<td>26,406,240</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$1,776,783.09 *</td>
</tr>
<tr>
<td>$/kWh</td>
<td>0.067286 *</td>
</tr>
<tr>
<td>Load Factor</td>
<td>73.9%</td>
</tr>
</tbody>
</table>

| Pumped #2 Well            | 7,003,000     |
| Pumped #3 Well            | 931,000       |
| Pumped #4 Well            | 2,094,000     |
| Pumped #5 Well            | 2,237,000     |
| Pumped #6 Well            | 2,781,000     |
| Pumped #7 Well            | 8,566,000     |
| Pumped #8 Well            | 1,436,000     |
| Pumped #9 Well            | 2,882,000     |
| Pumped #10 Well           | 1,517,000     |
| Pumped #11 Well           | 4,556,000     |
| Pumped #12 Well           | 2,124,000     |
| Pumped #13 Well           | 5,160,000     |
| Pumped #14 Well           | 0             |
| Pumped #15 Well           | 2,244,000     |
| Pumped #16 Well           | 3,137,000     |
| Pumped #17 Well           | 3,542,000     |
| Pumped #1 Ind Park Well   | 1,851,000     |
| Pumped #2 Ind Park Well   | 2,082,000     |
| Total Gallons             | 54,143,000    |

**ELECTRIC SALES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Single Phase kWh</td>
<td>7,569,723</td>
</tr>
<tr>
<td>Residential - Three Phase kWh</td>
<td>107,217</td>
</tr>
<tr>
<td>Commercial - Single Phase kWh</td>
<td>1,156,929</td>
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<tr>
<td>Commercial - Three Phase kWh</td>
<td>2,139,560</td>
</tr>
<tr>
<td>Power Service kWh</td>
<td>6,002,580</td>
</tr>
<tr>
<td>Industrial kWh</td>
<td>4,121,720</td>
</tr>
<tr>
<td>Area/Street Lighting kWh</td>
<td>71,893</td>
</tr>
<tr>
<td>Rental Lights kWh</td>
<td>95,466</td>
</tr>
<tr>
<td>Total kWh Sold</td>
<td>21,266,106</td>
</tr>
<tr>
<td>Demand kW</td>
<td>25,158</td>
</tr>
<tr>
<td>Revenue</td>
<td>$2,075,099.48</td>
</tr>
<tr>
<td>Monthly Loss</td>
<td>19.47%</td>
</tr>
<tr>
<td>Fiscal Year to Date Loss</td>
<td>10.61%</td>
</tr>
</tbody>
</table>

**WATER SALES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Single Gallons</td>
<td>23,465,000</td>
</tr>
<tr>
<td>Residential - Three Gallons</td>
<td>407,000</td>
</tr>
<tr>
<td>Commercial - Single Gallons</td>
<td>4,555,000</td>
</tr>
<tr>
<td>Commercial - Three Gallons</td>
<td>3,157,000</td>
</tr>
<tr>
<td>Power Service Gallons</td>
<td>8,262,000</td>
</tr>
<tr>
<td>Industrial Gallons</td>
<td>117,000</td>
</tr>
<tr>
<td>Missouri S&amp;T Gallons</td>
<td>1,867,000</td>
</tr>
<tr>
<td>PWSD #2 Gallons</td>
<td>1,275,000</td>
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<tr>
<td>Total Gallons Sold</td>
<td>43,105,000</td>
</tr>
<tr>
<td>Revenue</td>
<td>$199,168.65</td>
</tr>
<tr>
<td>Pumping Cost, Electric</td>
<td>$22,887.81</td>
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<tr>
<td>Monthly Unidentifed Loss</td>
<td>15.65% **</td>
</tr>
<tr>
<td>Fiscal Year to Date Unidentified Loss</td>
<td>13.19% ***</td>
</tr>
</tbody>
</table>

**METERS IN SERVICE**

<table>
<thead>
<tr>
<th>Item</th>
<th>Electric</th>
<th>Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Single Phase</td>
<td>7,697</td>
<td>6,328</td>
</tr>
<tr>
<td>Residential - Three Phase</td>
<td>23</td>
<td>21</td>
</tr>
<tr>
<td>Commercial - Single Phase</td>
<td>957</td>
<td>497</td>
</tr>
<tr>
<td>Commercial - Three Phase</td>
<td>443</td>
<td>241</td>
</tr>
<tr>
<td>Power Service</td>
<td>132</td>
<td>124</td>
</tr>
<tr>
<td>Industrial</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>Area/Street Lighting</td>
<td>41</td>
<td>7</td>
</tr>
<tr>
<td>Missouri S&amp;T</td>
<td>5</td>
<td>5</td>
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<tr>
<td>PWSD #2</td>
<td>418</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td>9,299</td>
<td>7,642</td>
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</table>

*S Energy losses are not included in this statistic and are estimated at an additional 12%.*

**Sewer Service Charge**

- $223,049.69

**Refuse Service Charge**

- $179,179.69

**Gross Payroll**

- $214,268.74

* Loss includes 2,567,000 gallons per water main flushing records.

* FY loss includes 9,422,000 gallons per water main flushing records.
OPERATION MANAGER’S REPORT

ELECTRIC DEPARTMENT
(E1) Delbert Day Cancer Institute
PCRMC Campus
- Three-phase switchgear, underground distribution, transformer, underground primary, and meter installation
  Started, August 13, 2015
  Ongoing

(E2) Cedar Trails PUD
306-312 Colonial Hill Road
- New underground distribution system installation
  Started, November 20, 2015
  Ongoing

(E3) LED Streetlight Replacement Project
- Replace existing HPS fixtures with new LED fixtures on existing metered and non-metered streetlight circuits
  Started, December 1, 2015
  Ongoing

WATER DEPARTMENT
(W1) Fox Creek Road, Old English Road and Whitehall Road
- Replace existing 4", 6" & 8" ductile iron water main with 8" PVC installed 80 ft 4" PVC; 40 ft 6" PVC; 3,080 ft 8" PVC;
  (6) fire hydrants
  Started, September 1, 2015
  Completed, December 29, 2015

(W2) Brighton Court
- Replace existing 4" & 6" ductile iron water main with 8" PVC
  Started, January 11, 2016
  Ongoing

(W3) Country Hills PUD
- (1) 8' water tap
  Completed, December 30, 2015

(W4) RMU Well #14
- Piping, electrical and treatment equipment installation
  Started, January 4, 2016
  Ongoing

MISCELLANEOUS
(1) Missouri Department of Natural Resources
Revised Total Coliform Rule (RTCR)
January 12, 2016
Rolla, MO
- Attended by: Rodney Bourne
  Robert Castle
  Curt Reppond

(2) Rolla High School
"Experts In The Classroom"
January 12, 2016
- Presented by: Jeremy Arthur
  Eric Lorning
  Eric Seest
REGULAR SESSION - December 22, 2015
Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m.

The meeting was called to order at 4:30 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

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

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

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

* * * * *

I. APPROVAL OF MINUTES
Showalter made a motion, seconded by Crump, the minutes of the November 24, 2015 Board meeting Regular and Executive sessions be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)
Tammy Alsop, of Hochschild, Bloom and Company, LLP, presented the annual audit of RMU for Fiscal Year (FY) 2015. Ms. Alsop reviewed the document in its entirety, and stated that RMU received an "unmodified opinion" which is the best that can be given. She thanked Roberts and RMU staff for their help during the audit, with the Board commenting that RMU's accounting department was one of the best. Crump made a motion, seconded by Showalter, the audit of FY2015 be accepted as presented. Motion passed unanimously.

IV. STAFF REPORTS
A. BUSINESS/FINANCE MANAGER'S REPORT (Roberts)
1. The Board received the Statement of Income & Expenses reports for Period 15 (final) for Fiscal Year (FY) 2015 and November 2015 (FY16).
   - Period 15 (FY15) had one adjustment (pension benefit adjustment of $123,219.00 to Administrative & General expense account) due to the new GASB 68 requirement. RMU's final Net Income for FY2015 was $959,945.51 which agrees with the audit document.
   - Roberts reviewed the November 2015 report (FY16), with the following comparisons:
     Month-to-Date comparison of November 2015 to November 2014
     - Operating Income decreased $244,995. Purchased Power expense decreased $349,701; Operating Expenses decreased $471,637 resulting in a Total Operating Loss of $26,968.12 which showed a decrease of $226,642; Total Other Income increased $14,666. Total Net Income for November 2015 was $13,825.92, an increase of $241,307 in comparison to November 2014.
     Year-to-Date (YTD) FY2016 and FY2015
     - Operating Income decreased $135,473; Purchased Power expense decreased $442,981; Operating Expenses decreased $337,205 resulting in a Total Operating Loss of $163,835.44, a decrease of $201,732. Other Income decreased $10,514 resulting in a Net Loss YTD of $89,677.70, a decrease of $191,218 compared to the same time period last year.

2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for November 2015 which included the following public utility account checks and transfers:
   - Public utility checks
     - Phelps Co Bank - Super Now, Checks #23196-23288
     - Phelps Co Bank - Electronic Pmt Acct, Check #1063
   - Transfer of funds
     - Central Federal Savings & Loan, Check #1199
     - Citizens Bank, Check #1199
     - Regions Bank, Check #1201
     - Town & Country Bank, Check #1199

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

B. STAFF ENGINEER'S REPORT (Cason)
1. Updates on:
   a. Development Review Committee meeting. Cason reported the following items were discussed at the meeting held on November 24, 2015:
      - Cedar Trails PUD No. 3 (Cedar Trails Colonial): Request to amend certain utility easements. (RMU had no comments.)
C. OPERATION MANAGER'S REPORT (T. Parker)

1. Update on current RMU projects

ELECTRIC DEPARTMENT -

(E1) Industrial and Grove Substations. New three-phase 12kV overhead distribution tie-line, 10,000-ft. project length; Started June 5, 2015; Completed November 25, 2015. Parker reported this project builds additional redundancy between the two substations. Bourne stated this was a challenging project for the RMU crews since conductor was pulled on the tall steel structures over I-44 plus the terrain in the outlying area.

(E2) Downtown North Substation. Replace two (2) existing underground feeder circuits. Started, June 8, 2015; Ongoing. Parker is suspending this project for the winter and until the City can make repairs to the road.

(E3) Delbert Day Cancer Institute, PCRMC campus. Three-phase switchgear, underground distribution, transformer, underground primary and meter installation. Started August 13, 2015; Ongoing.

(E4) Holloway Substation, (southeast feeder circuit). Rebuild 4kV three-phase overhead distribution system; 2,000-ft project length; replaced (13) poles; Started September 9, 2015; Completed December 1, 2015. Parker reported the underground feeder circuit will be replaced during this year's construction season.

(E5) 1006 Kingshighway, MS&T Energetics Research Facility (new building). New pole, underground primary, transformer and meter installation. Started October 8, 2015; Completed December 18, 2015.

(E6) 306-312 Colonial Hill Road, Cedar Trails PUD. New underground distribution system installation; Started November 20, 2015; Ongoing.

(E7) Highway E, from Vista Drive to City limits. Installation of (8) LED streetlights on existing overhead distribution poles; Started November 1, 2015; Completed November 9, 2015.

(E8) LED Streetlight Replacement Project. Replace existing HPS fixtures with new LED fixtures on existing metered and non-metered streetlights; Started December 1, 2015; Ongoing. Parker reported this project involves approximately 600 lights and it is 50% complete. The City has requested an additional project of 1,000 lights in subdivisions and streets. Bourne stated these are nonmetered lights, similar to rental lights. RMU's rate structure in this area will be reviewed and may need to be reconfigured. Findings will be brought back to the Board.

WATER DEPARTMENT -

(W1) Fox Creek, Old English, and Whitehall Roads. Replace existing 4", 6", and 8" ductile iron water main with 8" PVC. Started September 1, 2015; Ongoing.

(W2) Country Hills PUD. (1) 8" water tap; Completed December 16, 2015.

MISCELLANEOUS -

(1) MPUA Apprentice Lineman Program. First year final test, Columbia, MO. Tom Carroll, Jestic Casto, and Josh McBride attended on December 4, 2015. All three employees were successful and will begin their second year in the program.

(2) RMU substation transformers. Transformer oil testing and analysis by United Power Systems Inc.; Samples taken October 1-2, 2015. Test results were received December 8, 2015 with no recommendations. Parker reported the (PC) transformer from Bridge School Road Substation is currently being re-wound and should be received in March.


2. MPUA Board meeting. Due to Bourne's absence, Parker attended the December meeting. He reported the following highlights:

- Power plants are running smoothly and longer runtimes, helping to keep wholesale costs down.
- MJMEUC is working at developing renewable offerings on a retail basis. Several large entities have expressed interest in purchasing power specifically from renewables. Parker stated if any local industrial customers in Rolla are interested in this as well, they should contact Bourne to discuss.
- Due to additional refinancing on power projects (latan/Plum Point), there was an annual savings of over $700,000 to the membership.
The end of the year marked the first year of MoPEP scheduling power in-house. This brought a six figure savings to the membership.

Bourne reported to the Board that he would be attending APPA's Legislative Rally, March 6-9, in Washington DC.

V. OLD BUSINESS (None)

VI. NEW BUSINESS (None)

VII. EXECUTIVE SESSION (None)

VIII. ADJOURNMENT
With no further business appearing, Showalter made a motion, seconded by Crump, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:15 p.m.

The Board's next meeting is scheduled for Tuesday, January 26, 2016 at 4:30 p.m.
SPECIAL SESSION - January 15, 2016
Meeting was held in the Board Room at RMU's Business Office at 10:30 a.m.

The meeting was called to order at 10:30 a.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:
Board members:  President, Nick Barrack
                Vice President, Albert Crump Jr. (by phone)
                Secretary, Matthew Z. Williams
                Vice Secretary, Dr. Wm. Eric Showalter
RMU Staff:  General Manager, Rodney P. Bourne, P.E.
             Operations Manager, Tom Parker
             Business/Finance Manager, Dennis Roberts
             Staff Engineer, Vicki Cason, P.E.

Minutes submitted, according to Agenda, by RMU's General Manager Rodney Bourne.

I. CALL TO ORDER

Williams made a motion, seconded by Showalter, that the Board adjourn to Executive Session to discuss legal, confidential, or privilege communications in accordance with RSMo (Supp. 1997) Section 610.021(1).

II. EXECUTIVE SESSION
A. Legal, confidential or privilege communications under RSMo (Supp. 1997) Section 610.021(1):

Showalter made a motion, seconded by Williams, that the meeting return to open session. Roll call vote at 10:41 a.m.: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

In open session, Bourne reported the Board discussed a contract Memorandum of Understanding with Action Taken.

III. ADJOURNMENT

With no further business appearing, Williams made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 10:42 a.m.

[Signatures]

Nicholas Barrack, President
Matthew Z. Williams, Secretary
DEVELOPMENT REVIEW COMMITTEE MEETING MINUTES CITY
COUNCIL CHAMBERS, 901 NORTH ELM STREET TUESDAY, JANUARY 26, 1:30

MEMBERS AND OTHERS IN ATTENDANCE

John Petersen, Com. Dev.                        Everett Briggs, Public Works
Ron Smith, Fire                                David Forshee
Steve Hargis, Public Works                     Sylvester Furse
Brady Wilson, Env. Services                    Vicki Cason, RMU
Jeff Meadows, engineer                         

The following items were discussed:

New Business

1. Request to approve a Conditional Use Permit (CUP) for the establishment of a Nursing Home Facility in an R-1 (Single Family District) zoning at 1000 East Lions Club Drive. (Clearpath)

John Petersen started the meeting by providing an overview of the Clearpath Nursing Home project at 1000 Lion’s Club Drive. Mr. Petersen summarized the contents of the application for the Conditional Use Permit (CUP). Elements included the requirements of the applicable zoning regulations (R-1) stating that the proposed development would comply with all standards for the R-1 district. Traffic flow issues were discussed along with parking and loading for the nursing facility. The availability of utilities and storm drainage capacity were deemed adequate.

Mr. Petersen addressed the plan for landscaping plan as required in the application. Noise levels were discussed and determined to be minor. Sign needs were addressed along with lighting standards. No apparent or observed impacts is planned or anticipated.

Ms. Cason reminded the applicant of the water frontage fees due to the City in the amount of $10,883.80. The need to revise/expand easements approaching the site was explained and will be included when the site plan is revised.

2. A request to subdivide Hypoint West Plat No.1 establishing 5 Lots. This request for the subdivision is to facilitate the development of Lots 1 through 5 apart from the rest of the area development. The area to be platted includes 55.62 acres reflecting all easements and necessary rights-of-way. (Hypoint West)

Mr. Petersen began the discussion concerning the development of the Hypoint West Plat No.1 by explaining to the DRC members about the required right-of-way that will be
required for the public roads that will be built by the developer – with attention to the maximum cul-de-sac distance of 600 lineal feet and the need to have all drive surfaces paved. Ms. Cason described the additional easements that will be required as development occurs.

An extensive discussion concerning Hypoint West plat was commenced. Mr. Briggs provided a comprehensive overview of the development issues identified by committee members. The developer’s representative noted he would make all necessary changes to the plat. Specifically, all fees required for the Land Development Permit ($600 + $150 per acre) and payments for Storm Water Detention facilities would be due. The remaining corrections will be recorded and completed before the plat will be submitted.

With no other business before the Committee, the meeting was adjourned until February 23, 2016.
MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY JANUARY 12, 5:30 P.M.

Presiding:                      Don Brown, Chairperson
Commission Members Present:    Monte Shields, Steven Shields, Russell Schmidt,
                                Janece Martin and Matt Miller
Commission Members Absent:     Robert Anderson and Jack Morris
City Officials in Attendance:  Community Development Director John Petersen
                                and Roben Griggs.

Chairperson Brown called the meeting to order at 5:32 p.m.

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

II. REPORT ON CITY COUNCIL ACTIONS
Reported on the actions from the December 21, 2015 City Council Meeting.

III. PUBLIC HEARINGS
Public Hearing to request the rezoning of all 707 Salem Ave consisting 3
acres from R-1 (Single Family District) to C-1 (Neighborhood Business
District) zoning. (Tucker)

Chairperson Mr. Brown officially opened the public hearing:

Mr. Petersen explained the definition of C-1 (Neighborhood Business District)
zoning and its uses in a residential area. He also described the layout of the
property and described development feasibility. C-1 (Neighborhood Business
District) is intended for smaller shops with no big structures. Mr. Petersen
introduced the petitions signed by neighbors and explained that 30% is required to
meet the legal requirements. However, only 12% was reached. He also
mentioned who signed petitions outside of the 185 feet.

Mr. Brown opened the public hearing and invited those who would like to
approach the commission.

IV. C 1.
Mr. Tucker the owner of 707 Salem Ave was first to approach the commission. His business is Property Management of Missouri from Desloge, Missouri. Mr. Tucker has been in business for over 17 years and expressed his commitment to the quality of business and upholding a good relationship in the neighborhood. He explained his business operation is Reliable Home Care providing a service to elderly and disabled in client homes. He plans to use this location as office space for 2 or 3 employees on a daily basis scheduling home care services. Also, it will include orientation, CPR and first aid training of 3 to 4 employees probably once a month. All employees have background checks prior to employment. His employees have been set up on direct deposit and he does not anticipate a lot of traffic in the neighborhood. Hours of operation are Monday through Friday from 8 am to 5 pm.

Due to concerns voiced by the neighbors Mr. Tucker requested a change from C-1 (Neighborhood Business District) to C-0 (Office District).

Mr. Brown asked if there were any questions from the commission. Mr. Schmidt asked if the parking lot is adequate to accommodate the clerical help. Mr. Tucker explained on training days employees could carpool to the location. Another question Mr. Schmidt asked was how the area accommodates the current traffic. Mr. Petersen explained that he doesn’t have that information.

Chairperson Brown opened the hearing for those opposed to the proposed changes:

Wanda Reveal who lives at 703 Salem Ave. was next to approach the commission. Her concern was the activity that had been operating without the zoning, traffic in the area with school children, the pond which has not been kept clean, and if rezoning would allow the occupant to construct additional buildings on property. Other neighbors shared some of the same concerns impacting the neighborhood.

After a lengthy discussion Mr. Brown entertained a motion:

*A motion was made by Russell Schmidt, seconded by Matt Miller to accept the C-0 (Office District) zoning. The motion failed to pass by a vote of one for and four against.*

Mr. Miller re-opened the discussion explaining to those involved that they can contact the City Council members prior to the meeting on January 19th with their concerns.

The original C-1 (Neighborhood Business District) zoning was then employed.
IV. NEW BUSINESS

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. (Kingdon West)

Mr. Petersen presented the request resulting in a lot split leaving Lot 1 and Lot 2.

Mr. Brown opened for questions. No questions were raised and he entertained a motion.

A motion was made by Russell Schmidt, seconded by Monte Shields to recommend that the City Council approve the 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. The motion was unanimously approved.

B. Request to Recommend Approval of the Arthur’s Addition, Lot 1 (.66 Acre), Being a Minor Subdivision, and Re-Plat of Lots 15,16,17 & 18, Block 13, Cowan’s Addition Rolla, Phelps County, Missouri. (Arthur)

Mr. Petersen explained the purpose to consolidate the lot lines. His recommendation is to send to the City Council for approval.

A motion was made by Monte Shields, seconded by Steven Shields to recommend that the City Council approve the request to recommend approval of the Arthur’s Addition, Lot 1 (.66 Acre), Being a minor subdivision, and re-plat of Lots 15,16, 17 & 18, Block 13, Cowan’s Addition Rolla, Phelps County, Missouri. The motion was unanimously approved.

V. REPORT FROM CHAIRPERSON, COMMITTEES OR STAFF

None

VI. OTHER BUSINESS – CITIZENS COMMENTS

Mr. Brown recommended to the Committee to schedule an election on next month’s agenda to fill the position of Chairperson.

Meeting adjourned at 6.33 P.M.
Minutes prepared by Roben Griggs
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| Totals: | 5,500.00 | 5,500.00 | 38,147.48 | 38,147.48 | 23,920.49 | 23,920.49 |

*Information Displayed Per User Security Authorization*
*Confidential - For Court Use Only*
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TOTAL OTHER GENERAL LEDGER ACCOUNTS: 16,470.49

NOTE

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

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

*Confidential - For Court Use Only*
## Management Report
### FISCAL YEAR 2018

#### December 2015

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<th>December FY 2015</th>
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<th>YTD FY 2015</th>
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1/14/2016
### Building Permit

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### Demolition Permit

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<th>Amount Charged</th>
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### Sign Permit

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DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: A 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: 2-1-2016

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 subject property lies within the Rolla corporate limits and is zoned C-2 and C-3. (Please review the attached zoning map). 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 subdivide the property into two Lots. Lot 1 would contain 5.25 acres while Lot 2 has 7.27 acres, including the newly annexed parcel.

Tract Size: The subject property has a total site area of 12.52 acres.

Surrounding Zoning/Use:
   North --- NZ / Vacant
   South --- C-2 zoning / Vacant
   East --- C-2 zoning / Commercial
   West --- NZ/ County right-of-way

Zoning History: The annexation and zoning of a 1.99 acre parcel in 2015.

APPLICANTS PROPOSAL: The applicant is requesting approval to annex and zone the subject property.

FINDINGS: The City Council may consider the following factors in their recommendation to approve or approval with conditions or deny the annexation and zoning request.
1. **Neighborhood character/impact:** This rezoning will not adversely impact the character of the adjoining district because of the existing mixture of 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:** The zoning 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 DRC first reviewed the plat on December 29, 2015 and recommended some improvements for consideration. No comments were made and no issues were raised by the public.

**CITY COUNCIL REVIEW AND DECISION:** The City Council met on January 19, 2015 to consider the proposed subdivision to the Kingdom West tract. The final reading is scheduled for February 1, 2016.

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

All that part of the Southwest Quarter of Section 36, Township 38 North, Range 8
West of the 5th P.M. described as follows:
Commencing at the Southwest Corner of the Northeast Quarter of the Southwest
Quarter of said Section 36; thence North 10°45'24" West, 97.79 feet to the Point
of Beginning; thence South 85°46'39" East, 129.63 feet; thence North 82°44'37"
East, 35.27 feet; thence 245.87 feet along the arc of a curve turning to the right
with a radius of 240.00 feet, the chord of said curve bears South 67°54'27" East,
235.26 feet; thence South 38°33'30" East, 192.33 feet; thence South 60°44'22"
East, 34.56 feet; thence North 57°51'25" East, 216.90 feet to Northwesterly right
of way of U.S. Interstate 44; thence North 22°56'51" East, 100.00 feet and North
08°22'07" East, 51.66 feet and North 22°56'51" East, 150.00 feet and North
37°31'14" East, 51.66 feet and North 22°56'51" East, 43.00 feet and North
67°03'09" West, 50.00 feet and North 22°56'51" East, 50.00 feet and South
67°03'09" East, 50.00 feet and North 22°56'51" East, 459.73 feet and 119.47 feet
along the arc of a curve turning to the right with the radius of 2067.08 feet, the
chord of said curve bears North 23°45'32" East, 119.45 feet all along said
Northwesterly right of way; thence North 69°58'39" West, 488.99 feet to the East
right of way of U.S. Highway 63; thence South 14°09'59" West, 201.23 feet and
South 02°06'59" East, 171.10 feet and South 06°26'35" West, 132.28 feet and
South 36°57'39" West, 150.70 feet and South 62°39'56" West, 142.52 feet and North 82°43'44" West, 175.38 feet and South 36°38'56" West, 225.92 feet Page 2 and South 31°12'35" West, 140.44 feet to the Point of Beginning. Contains 12.52 acres per Survey No. 1-455 by Lortz Surveying, LLC. less all parts deeded to the State Highway Commission of Missouri except all legally established roads and highways.

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.

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

\[\underline{V. A. L.}\]
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Contract

ITEM/SUBJECT: Rehabilitating Sanitary Sewer Lines

BUDGET APPROPRIATION (IF APPLICABLE) - $200,000.00 DATE: 02/01/16

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.

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

V. B. 2.
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>Per Bid</th>
<th>Bid Price</th>
<th>Total</th>
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<tr>
<td>1</td>
<td>MH LW4-8 to MH LW5-55 8&quot;</td>
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<td>453</td>
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<td>2</td>
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<td>8</td>
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<td>9</td>
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<td>$9,403.76</td>
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<td>10</td>
<td>MH LW2-33 to MH LW2-26 8&quot;</td>
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<td>$9,289.08</td>
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<td>11</td>
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<td>$13,414.95</td>
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<td>12</td>
<td>MH LW3-26A to MH LW3-25 8&quot;</td>
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<td>$9,002.38</td>
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<td>13</td>
<td>MH LW3-25 to MH LW6-60 8&quot;</td>
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<td>256</td>
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<td>14</td>
<td>Performance and Payment Bond</td>
<td>LS</td>
<td>1</td>
<td>$1,682.00</td>
<td>$1,682.00</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$115,370.52</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 leveling/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

City of Rolla, MO, 2015 Sanitary Rehab Proposal Page 2 of 3
AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

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

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

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

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

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

Thank you,

INSITUFORM TECHNOLOGIES USA, LLC.

Offered By: Accepted By:

Insituform Technologies USA, LLC.

Greg Patton
Business Development Manager

Insituform

580 Goddard Avenue
Chesterfield, MO 63005
mobile: (314) 409-5969
fax (636) 898-5094

GregPatton@Insituform.com

Accepted by: Insituform Technologies USA, LLC.

Signature ____________________________ Date ____________
Name/Title ____________________________
Organization ____________________________
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

ACTION REQUESTED: Final Reading

DATE: February 1, 2016

BUDGET APPROPRIATION: $97,070.91

SUBJECT: A Resolution to Award Financing Bids

COMMENTARY:

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

Title: Finance Director

[Signature]

F. C. L.
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-EXEMPLARY EQUIPMENT LEASE PURCHASE AGREEMENT
Dated as of 2-1-16

City of Rolla

Legal Name of Lessor: FS LEASING LLC

<table>
<thead>
<tr>
<th>Commencement Date</th>
<th>Acquisition Amount</th>
<th>End of Maximum Lease Term</th>
<th>Fiscal Year Ending Date</th>
<th>Bank Qualification</th>
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<tr>
<td>See Exhibit B</td>
<td>$460,000.00</td>
<td>Rental Payments</td>
<td>3/31/2021</td>
<td>Interest Rate</td>
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<tr>
<td>September 30th</td>
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<td>1.75%</td>
</tr>
</tbody>
</table>

TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT
Dated as of 2-1-16

City of Rolla

Legal Name of Lessor: FS LEASING LLC

<table>
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<tr>
<th>Commencement Date</th>
<th>Acquisition Amount</th>
<th>End of Maximum Lease Term</th>
<th>Fiscal Year Ending Date</th>
<th>Bank Qualification</th>
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<tr>
<td>See Exhibit B</td>
<td>$460,000.00</td>
<td>Rental Payments</td>
<td>3/31/2021</td>
<td>Interest Rate</td>
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<tr>
<td>September 30th</td>
<td></td>
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<td>1.75%</td>
</tr>
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</table>

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, pays and leases the Equipment from Lessor, in accordance with the provisions of this Agreement. Lessee’s obligation to pay rent under this Agreement commences on the date that funds are advanced to Lessee 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 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.

2. Delivery of Equipment; Payment of Acquisition Amount. Upon Lessee’s satisfaction of the conditions stated in paragraph 5 of this Agreement, Lessor will disburse 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. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on the dates set forth on the Payment Schedule, as it may be revised from time to time as provided here. Rental Payments will be in consideration for Lessee’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 the 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 Lessee 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 infirmities in the Equipment or related equipment, or any accident, condemnation or unforeseen circumstances.

4. Continuation of Lease Term; Non-appropriation. Lessee currently intends, subject to the provisions of this paragraph, to continue the Lease Term and to pay the Rental Payments through the Maximum Lease Term. Lessor 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 Lessee’s then current governing body, and Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for the 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 or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination within 10 days following the end of the original 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.

LEASER SIGNATURE

Lessee: City of Rolla

By: ____________________________

Printed Name: __________________

Title: __________________________

Notice Address: P.O. Box 979

Rolla, MO 65402

LESSOR SIGNATURE

Lessee: FS LEASING LLC

By: ____________________________

Printed Name: __________________

Title: __________________________

Notice Address: 201 E. Columbia

Farmington, MO 63640

(TAP/Excel/Rev 6/2015)

__C.4.
5. Conditions to Lessor's Performance. The performance by Lessor of any of its obligations under this Agreement is conditioned upon Lessor'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 C;
(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
(a) 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 property 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 borrowing 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 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 or hindrance 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 Lessee'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 Lessee 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 Lessor'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, or 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 Lessor, subject to Lessor’s rights under this Agreement. Title will, immediately and without any action by Lessee, vest in Lessor. Lessee may 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 Lessor 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. Lessor will provide Lessee with all license, registration and vehicle identification numbers relating to each vehicle and will arrange for the registration and titling of all such vehicles. Lessor 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 Lease 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 Lessee and Lessor as insureds and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving 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. Lessor 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 appropriation 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, Lessor 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 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 Lessor 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 Lessor's interest in all the Equipment pursuant to paragraph 23 hereof or (c) with Lessor'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, Lessor 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 OR CONSEQUENTIAL SPECIAL 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 Lessor 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 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 as 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 due thereunder 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 Payment 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. Lessee 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 payment.

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. Lessor agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessee 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 right, title and interest, to and under this Agreement and in the Equipment may be assigned or 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 interest of the lessee in 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;

(e) Lessee will either (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 unstayed 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 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, auctioneer's and attorneys' fees); and (c) Lessor may take whatever other action at law or in equity may appear necessary or advisable 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. Binding 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 FORBEAR 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 omission, 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
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>
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<td></td>
</tr>
<tr>
<td>3 - Dump Trucks</td>
<td>Unknown at this time</td>
<td></td>
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<tr>
<td>Survey Equipment</td>
<td>Unknown at this time</td>
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(Initialed by Lessee's authorized representative)

\[\sqrt{C9.9}\]
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 actual/360 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 is
excludable 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. Luetkemeyer
Title: Vice President of First State Community Bank, sole member of FS Leasing LLC

\[ C. 10. \]
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>
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</thead>
<tbody>
<tr>
<td>First State Community Bank</td>
<td>081916425</td>
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</tbody>
</table>

Account Name

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

Page 1 of 2
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 deliver all moneys and securities held by it under this Account Control Agreement to such successor Deposit Bank whereupon the duties and obligations of the predecessor Deposit Bank will cease and terminate. If a successor Deposit Bank has not been so appointed with 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 signature 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 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.
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.

<table>
<thead>
<tr>
<th>Lessee SIGNATURE</th>
<th>Lessor SIGNATURE</th>
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</thead>
<tbody>
<tr>
<td>Lessee: City of Rolla</td>
<td>Lessor: FS LEASING LLC</td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Printed Name: Staffanie Rogers</td>
<td>Printed Name: Tony A. Luetkemeyer</td>
</tr>
<tr>
<td>Title: Finance Director</td>
<td>Title: Vice President of First State Community Bank, sole member of FS Leasing</td>
</tr>
<tr>
<td>Notice Address: P.O. Box 979, Rolla, MO 65402</td>
<td>Notice Address: 201 E. Columbia, Farmington, MO 63640</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deposit Bank SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit Bank: FIRST STATE COMMUNITY BANK</td>
</tr>
<tr>
<td>By:</td>
</tr>
<tr>
<td>Printed Name: Emie Kost</td>
</tr>
<tr>
<td>Title: President</td>
</tr>
<tr>
<td>Notice Address: 210 West 8th Street, Rolla, MO 65402</td>
</tr>
</tbody>
</table>
SCHEDULE 1
TO ACCOUNT CONTROL AGREEMENT

ARBITRAGE INSTRUCTIONS AND REPRESENTATIONS

These Arbitrage Instructions provide procedures for complying with § 146 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, copiers, 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 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 tuettelkeveyer@FSCB.com or fax to 573-756-8311)

Re: Payment Requested from Account No. ” City of Rolla

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>
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Schedule 2
Page 1 of 2

\[ \frac{1}{2}.15 \]
Lessee hereby certifies and represents to and agrees with Lessor and Deposit Bank as follows:

(1) 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: ________________

LESSEE SIGNATURE

Lessee: City of Rolla

By: _____________________________

Name: ___________________________

Title: ____________________________

LEASOR APPROVAL OF PAYMENT

Lessor: FS LEASING LLC

By: _____________________________

Name: ___________________________

Title: ____________________________

[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.)
ITEM/SUBJECT: Ordinance to Consider Amendments to the Park and Rec Advisory Board

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: February 1, 2016

COMMENTARY: As briefly discussed at the last Council Meeting the Mayor has proposed, with discussion from the current Parks and Rec Advisory Commission, to restructure the Committee with two targeted efforts. The Park Advisory Committee proposes a five (5) member advisory committee to focus on the traditional parks system, outdoor recreation, and SplashZone with particular emphasis on Prop P. The Park Advisory Committee is proposed to meet no less than quarterly.

The Rec Board is a very targeted effort to focus on key partnerships and opportunities pertaining to community health and fitness and best management practices for the fitness industry. This Board is proposed to have five (5) members and slated to meet monthly. The goal is to provide a path for financial sustainability over the next 2-3 years.

Discussion needed.
ORDINANCE NO. ____________


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

Section 1: That Article IV. Parks and Recreation Commission, Sections 31-23 through 31-35 of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, are hereby repealed and a new Article IV. Parks and Recreation Commission, Sections 31-23 through 31-35 are hereby enacted in lieu thereof to read as follows:

ARTICLE IV. PARKS RECREATION COMMISSIONS

Division. 1. Parks Advisory Commission

Sec. 31-23. Duties.

There is hereby established the Parks Advisory Commission of the City of Rolla (also known as the Parks Commission).

The duties of the Parks Commission shall include, but are not limited to, the following:

a) To ensure the economic viability of the Parks facilities by providing direct input to the management team on such matters as capital planning, program development, outdoor recreation programs, marketing and community relations.

b) Function as an interface between the Parks and Recreation Director, Parks Staff and the community.

c) Establish and maintain a good working relationship with governmental entities, residents and civic organization in our community which are, or which would like to be, active in Parks and Recreation.

d) Provide appropriate input to the City's Budget Plan for the Parks Fund including policies, cost of operations, fees, and charges.

e) To advise City Administration and Parks staff on maximizing usage of park facilities while recovering reasonable operation costs. Administration shall, not less often than annually and more often as the Council shall direct, report to the Council the
number of users of outdoor facilities and programs, revenues generated from user fees and the schedule of fees for use thereof. Nothing herein contained shall prevent the Council, by resolution, from changing the schedule of user fees.

Sec. 31-24. Members.

Parks Commission Members

a) The Parks Commission shall consist of five (5) voting members representing various park user groups (i.e. naturalist, youth sports, sports leagues, ecologist, and business community). The members shall serve for a term of (3) three years or until their successors are appointed and confirmed as set forth in this section. The first appointees upon formation shall be appointed for staggered terms, one (1) member being appointed for a one-year term, two (2) members being appointed for a two-year term, and two (2) members being appointed for a three-year term.

b) The Mayor, City Administrator, and the Parks and Recreation Director may act as ex officio, non-voting members of the Parks Commission. Members shall be appointed by the Mayor with the consent of the City Council. The Parks and Recreation Director shall transmit no less than quarterly to the Advisory Committee and City Council all pertinent information regarding park operations and minutes of Commission meetings.

c) Only the five (5) voting members of the Parks Commission shall cast votes. A quorum is defined as a majority of the voting membership.

d) The anniversary date for appointment or reappointment of expiring Parks Commission terms shall be October 1 of the appropriate year. An annual meeting of the Parks Commission shall be held in the month of October, and the officers of the Parks Commission shall be elected at that meeting.

e) The failure to support the Parks Commission through active participation at its meetings may be cause for removal. (Active participation is defined as attending all scheduled meetings with an allowance of two (2) meetings missed per year but only for extenuating circumstances). Members are encouraged to participate in special events throughout the park system. The Chairman shall contact those missing two (2) scheduled meetings. At the next meeting, the Chairman shall report to the Parks Commission and may recommend to the Mayor and City Council removal from the Parks Commission of such a member.
f) When a vacancy occurs, the Parks and Recreation Director shall notify the Mayor that a vacancy does exist. In case of a vacancy due to death, resignation or disqualification, the unexpired term shall be filled by an appointment by the Mayor with consent of the City Council.

Sec. 31-25. Officers.

The Parks Commission shall elect its own officers in accordance with the following guidelines:

(a) Officers elected shall include:

Chairman: Duties are to preside at all meetings of the Commission. He or she shall be a member Ex-Officio of all Standing and Special Committees. In case a vacancy occurs in the office of the Chairman, the Vice-Chairman shall become Chairman and a new vice chairman shall be elected

Vice-Chairman: The Vice-Chairman shall fulfill the duties of the Chairman when the latter, for any reason, is unable to act in his/her capacity as Chairman.

Secretary: The Secretary shall prepare the records of all scheduled Parks Commission meetings. The secretary shall record attendance, service hours, and voting and election results. City personnel shall assist the secretary in this task as requested.

(b) The Parks Commission may form subcommittees for designated periods of time to work on specific projects. Such subcommittees shall report their findings and recommendations to the Parks Commission, which shall make any final recommendation to the Parks and Recreation Director. Each said subcommittee shall be dissolved when work on the assigned project is determined to be completed by the Parks Commission.

Sec. 31-26. Meetings.

The regular meetings of the Parks Commission shall be held in the evening of the third Wednesday of the first month of each quarter (January, April, July, and October) at a designated time and date, or special meetings on the call of the Chairman. The regular meeting place shall be at the Rolla Recreation Center. A notice and tentative agenda of all meetings must be posted on the Public Notice Bulletin Board at City Hall and at the Recreation Center. All meetings are open to the public.
Sec. 31-27. Ordinances pertaining to the Parks and Recreation activities.

No ordinance pertaining to the Outdoor Aquatic Center or Parks system shall be considered by the City Council without first referring same to the Parks Commission and receiving its recommendation with reference thereto; provided, however, that if no recommendation is received from the Commission within a period of thirty (30) days after the matter is referred to the Commission, then the City Council may take action without such recommendation.

Sec. 31-28. Limitations.

The Parks Commission shall be a recommending body only and shall make its recommendations to the Parks and Recreation Director who in turn will report recommendations to the City Council for the operation and maintenance of the park and outdoor recreation system consisting of parks and park amenities, open spaces, playgrounds, the outdoor pool, gardens and other recreational areas owned or used by the City for its final determination as to what action should be taken. The City Council may from time to time delegate certain authority and responsibilities to the Parks Commission as deemed necessary and appropriate.

Secs. 31-29 to 31-30. Reserved.

Division 2. Health and Recreation Center Board

Sec. 31-31. Duties.

There is hereby established the Health and Recreation Center Board of the City of Rolla, hereinafter referred to as "Board".

The duties of the Board shall include, but are not limited to, the following:

a. To ensure the fiscal sustainability of the Health and Recreation Center by providing direct input to the management team on such matters as marketing and public relations, health and fitness management, and business management and accounting.

b. As a publicly funded enterprise, the Centre should be a leader in community health and wellness. The Board should assist the Director in researching and implementing best management practices for the health, fitness and recreation industry.

c. Function as an interface between the Parks and Recreation staff and the community.

d. Establish, leverage, and maintain good working partnerships with other governmental entities, health institutions, and civic organizations in promoting community health and wellness.

e. Provide appropriate input to the City's Budget Plan for the Rec Center including cost of operations, fees, and charges.
f. To advise the City Administration and Parks staff on maximizing usage of the Rec Center while recovering all reasonable operation costs. (The Centre shall strive to recover all operating costs from membership and program fees). Administration shall, not less often than annually and more often as the Council shall direct, report to the Council the number of users of facilities and programs, revenues generated from user fees as well as projected use of the facilities for the coming year and the schedule of fees for use thereof.

g. The Board shall provide at least annually input on the performance of the Director as it relates to the facility. The Board shall assist the Director and City Administrator in preparing annual goals and objectives. A Board representative should be included in the hiring of the Director.

Sec. 31-32. Members.

Health and Recreation Center Board Members

a. The Parks and Recreation Commission shall consist of five (5) voting members representing various business principles nominated by the Mayor and approved by the City Council. The members shall serve for a term of (3) three years or until their successors are appointed and confirmed as set forth in this section; provided, however, that the first appointees shall be appointed for staggered terms, one (1) member being appointed for a one-year term, two (2) members being appointed for a two-year term, and two (2) members being appointed for a three-year term.

b. The Mayor, City Administrator, and the Parks & Recreation Director may act as ex officio, non-voting members of the Board. Members shall be appointed by the Mayor with the consent of the City Council. The Parks and Recreation Director shall transmit monthly to the Advisory Committee all pertinent information as determined by the Board and City Administrator and submit monthly a summary report to the City Council.

c. Only the five (5) voting members of the Board shall cast votes. A quorum is defined as a majority of the voting membership.

d. The anniversary date for appointment or reappointment of expiring Board members shall be October 1 of the appropriate year. An annual meeting of the Board shall be held in the month of October, and the officers of the Board shall be elected at that meeting.

e. The failure to support the Board through active participation at its meetings may be cause for removal. (Active participation is defined as attending all scheduled meetings with an allowance of three (3) meetings missed per year but only for extenuating circumstances). Members are encouraged to participate in special events. The Chairman shall contact those missing three (3) scheduled meetings. At the next meeting, the Chairman shall report to the Board and may recommend to the Mayor and City Council removal from the Board of such a member.
f. When a vacancy occurs, the Board shall notify the Mayor that a vacancy does indeed exist. In case of a vacancy due to death, resignation or disqualification of one or more of the members, the unexpired term shall be filled by an appointment by the Mayor with consent of the City Council.

Sec. 31-33. Officers.

(a) The Board shall elect its own officers in accordance with the following guidelines: Officers elected shall include:

Chair: Duties are to preside at all meetings of the Board. He or she shall be a member Ex-Officio of all Standing and Special Committees. The Chairman may submit to the City a written report reviewing the Board activities of the past year and recommending future activities. In case a vacancy occurs in the office of the Chairman, the Vice-Chairman shall become Chairman and a new Vice-Chairman shall be elected.

Vice-Chairman: The Vice-Chairman shall fulfill the duties of the Chairman when the latter, for any reason, is unable to act in his/her capacity as Chairman.

Secretary: The Secretary shall prepare the records of all scheduled Parks and Recreation Commission meetings. The secretary shall record attendance, service hours, and voting and election results. The City shall assist the secretary in this task.

(b) The Board may form subcommittees for designated periods of time to work on specific projects. Such subcommittees shall report their findings and recommendations to the Board, which shall make any final written report and recommendation to the Parks and Recreation Director. Each said subcommittee shall be dissolved when work on the assigned project is determined to be completed by the Board.

Sec. 31-34. Meetings.

The regular meetings of the Board shall be held the third Wednesday of each month at 6:30 p.m., or other so designated time, date or place, or special meetings on the call of the Chairman. The regular meeting place shall be at the Health and Recreation Center. A notice and tentative agenda of all meetings must be posted on the Public Notice Bulletin Board at City Hall and at the Health and Recreation Center when the meeting is held elsewhere. All meetings are open to the public.

Sec. 31-35. Reserved.

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

APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Resolution of Intent – Chapter 100 Bonds for Hartmann USA

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: February 1, 2016

COMMENTARY: We were thrilled to report on the recent announcement by Hartmann USA to open their first US plant in Rolla, MO. The project included both State and local taxes all tied to performance - equipment investment, utility consumption and employment. As an equipment intensive operation (highly automated), the issue of personal property tax surfaced early in negotiations. While the City does not levy a personal property tax, it is still an important revenue source for both the School District and County.

Chapter 100 bonds provide a mechanism whereby the City owns the equipment making it not subject to tax and the Company pays all obligations through a lease. In addition, the Company pays a Payment in Lieu of Tax (PILOT) equivalent to 25% of the assessed personal property value for 5 years and then 50% of the assessed personal property value for another 5 years before going fully on the tax rolls.

City Council will ultimately need to approve the Chapter 100 bonds and lease documents.
CITY OF ROLLA, MISSOURI

PROJECT SESAME CHAPTER 100 TAX INCENTIVES

Proposed Schedule of Events
(as of January 20, 2016)

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
<th>Responsible Party</th>
</tr>
</thead>
</table>
| Monday, February 1 | City Council Meeting:  
• Resolution authorizing preparation of a Plan for Industrial Development and Cost-Benefit Analysis and stating the City's intent to issue industrial revenue bonds | City              |
| No later than      | Company provides information to Bond Counsel for Cost-Benefit Analysis | Company           |
| Tuesday, February 2| To complete the Plan for Industrial Development and Cost-Benefit Analysis described below, Bond Counsel will need to know (1) the estimated total investment in personal property, (2) the anticipated schedule of investment and (3) the depreciation of schedule of the personal property (i.e., 3-year, 5-year, 10-year, etc.). |                  |
| Friday, February 5 | Distribute drafts of Plan for Industrial Development and Cost-Benefit Analysis | Bond Counsel      |
|                    | Before issuing the Bonds, the City must approve a “plan” for the project (i.e., the Plan for Industrial Development), which must include the following information: |                  |
|                    | 1. A description of the project;                                      |                  |
|                    | 2. An estimate of the costs of the project;                           |                  |
|                    | 3. A statement of the source of funds to be expended for the project; |                  |
|                    | 4. A statement of the terms upon which the property to be provided by the project are to be leased or otherwise disposed of by the City; |                  |
|                    | 5. A statement identifying each affected taxing district;              |                  |
|                    | 6. The most recent equalized assessed valuation of the property included in the project, and an estimate as to the equalized assessed valuation of property included in the project after development; and |                  |
|                    | The Cost-Benefit Analysis provides an analysis of the costs and benefits of the project on each taxing district. |                  |
| Friday, February 12| Provide comments on drafts of Plan for Industrial Development and Cost-Benefit Analysis | All               |
| Tuesday, February 16| Distribute initial drafts of Bond Documents and revised draft of Plan for Industrial Development and Cost-Benefit Analysis | Bond Counsel     |
| Thursday, February 18| Finalize Plan for Industrial Development and Cost-Benefit Analysis    | Bond Counsel      |
Friday, February 19

Mail Notice of Plan for Industrial Development

The City Council must provide at least 20 days' advance notice of the proposed project to the affected taxing districts. The notice must (1) include the information required in Section 100.050 RSMo. (which is itemized above), (2) state the date on which the City Council will first consider approval of the plan, and (3) invite the tax districts to submit comments to the City Council.

Tuesday, February 23

Provide comments on initial drafts of Bond Documents

All

Thursday, February 25

Distribute revised drafts of Bond Documents

Bond Counsel

Tuesday, March 1

Provide comments on revised drafts of Bond Documents

All

Wednesday, March 2

Finalize Plan Bond Documents for distribution to City Council

Bond Counsel

Monday, March 7

City Council Meeting:

• Introduce Ordinance approving Plan and Bond Documents and authorizing bonds

Bond Counsel

City

Company

Monday, March 21

City Council Meeting:

• Final Passage of Ordinance approving Plan and Bond Documents and authorizing bonds

City

Late March

Sign documents; Close transaction

All

* * *
RESOLUTION NO. ____________

A RESOLUTION OF OFFICIAL INTENT OF THE CITY OF ROLLA, MISSOURI, TOWARD THE ISSUANCE OF INDUSTRIAL REVENUE BONDS TO FINANCE AN INDUSTRIAL DEVELOPMENT PROJECT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.

WHEREAS, the City of Rolla, Missouri (the "City") is authorized and empowered under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, Hartmann USA, Inc., a Delaware corporation (the "Company"), has requested that the City issue its industrial development revenue bonds in an approximate maximum principal amount of $55,000,000 to provide funds to pay the costs of acquiring and installing certain equipment and other personal property (the "Project Equipment") at a manufacturing facility to be located in the City; and

WHEREAS, the bonds will be limited obligations payable solely out of payments, revenues and receipts derived from the lease of the Project Equipment by the City to the Company, and not from any general funds of the City; and

WHEREAS, the City has determined that it is necessary and desirable to declare the official intent of the City to finance the cost of the Project Equipment from the proceeds of the above-referenced bonds, subject to certain terms and conditions set forth in this Resolution;

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

Section 1. Finding of Public Benefit. The City Council hereby finds and determines that the acquisition and installation of the Project Equipment will promote the economic well-being and industrial development of the City and other taxing districts, and that the issuance of the bonds to pay the cost of the Project Equipment will be in furtherance of the public purposes set forth in the Act.

Section 2. Declaration of Intent. The City Council hereby declares the intent of the City to issue the bonds to provide funds to finance the cost of the Project Equipment, subject to the conditions set forth in this Resolution.
Section 3. Limited Obligations. The bonds shall be limited special revenue obligations payable solely out of payments, revenues and receipts derived from the lease of the Project Equipment by the City to the Company. The bonds and the interest thereon shall not be a debt of the City or the State of Missouri, and neither the City nor the State shall be liable thereon, and the bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 4. Conditions to Issuance of Bonds. This Resolution constitutes a statement of intent of the City Council. The issuance of the bonds and the execution and delivery of any documents related to financing the Project Equipment are subject, in the sole discretion of the City, to the following conditions:

(a) approval by the City Council of a plan for industrial development in accordance with Section 100.050 of the Act;

(b) authorization by ordinance of the City Council;

(c) obtaining any other necessary governmental approvals relating to the Project Equipment;

(d) agreement upon (1) mutually acceptable terms for the bonds and for the sale and delivery thereof and (2) mutually acceptable terms and conditions of any documents related to the issuance of the bonds and the acquisition, installation and lease of the Project Equipment; and

(e) receipt by the City of satisfactory indemnification for all matters relating to the Project Equipment.

Section 5. Reimbursement for Project Costs. The Company is hereby authorized to proceed with the purchase and installation of the Project Equipment, including the entering of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. If the bonds are issued, the Company may be reimbursed out of the proceeds thereof for expenditures paid or incurred in connection with the Project Equipment.

Section 6. Notice to Taxing Districts. The City Clerk, on behalf of the City Council, shall send such notices as are required by the Act in connection with the issuance of the bonds.
Resolution No. __________
Page 3

Section 7. Preparation of Documents. Gilmore & Bell, P.C., as Bond Counsel, and the officers, employees and representatives of the City, are hereby authorized to prepare for submission to and final action by the City Council all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder in connection with the financing of the Project Equipment.

Section 8. Further Authority. The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the structure and sale of the bonds. All of the acts and undertakings of such officers and representatives which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after the date of its passage.

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

APPROVED:

__________________________
Mayor

(SEAL)

ATTEST:

__________________________
City Clerk

Approved as to Form:

__________________________
City Counselor
PROPERTY TAX ABATEMENT UNDER CHAPTER 100, RSMO.

I. INTRODUCTION

General

Cities, counties, towns and villages in Missouri are authorized, pursuant to Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 to 100.200 of the Revised Statutes of Missouri (the “Act”) to issue industrial development bonds (“IDBs”) to finance projects for private corporations, partnerships and individuals. There are two primary reasons to issue IDBs under the Act. First, if the bonds are tax-exempt, it may be possible to issue the bonds at lower interest rates than those obtained through conventional financing. Second, even if the bonds are not tax-exempt, ad valorem taxes on bond-financed property may be abated so long as the bonds are outstanding. Such tax abatement may result in a significant financial benefit to a company. This memo focuses primarily on the issuance of taxable industrial development bonds issued for the purposes of the abatement of ad valorem taxes.

Types of Projects

The Act permits any city, county, town or village (referred to herein as a “Municipality”) to issue bonds to finance the costs of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, services facilities which provide interstate commerce and industrial plants. Article VI, Section 27(b) of the Missouri Constitution also authorizes such bonds to be issued for other types of commercial facilities. In connection with such projects, the bond proceeds may be used to finance land, buildings, fixtures and machinery.

Revenue Bonds

Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The Municipality applies the proceeds from the sale of the bonds to purchase, construct, improve or equip a warehouse, distribution, commercial or industrial facility. In exchange, the company promises to make payments that are sufficient to pay the principal and interest on the bonds as they become due. Thus, the Municipality merely acts as a conduit for the financing.

II. TAXATION OF BOND-FINANCED PROPERTY

Property Tax Exemption

Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Missouri Revised Statutes, all property of any political subdivision is exempt from taxation. In a typical IDB transaction, the Municipality holds fee title to the project and leases the project to the company. Although the Missouri Supreme Court has held that the leasehold interest is taxable, it is taxable only to the extent that the economic value of the lease is less than the actual market value of the lease. See Iron County v. State Tax Commission, 437 S.W.2d 665 (Mo. 1968)(en banc) and St. Louis County v. State Tax Commission, 406 S.W.2d 644 (Mo. 1966)(en banc). If the rental payments under the lease agreement equal the actual debt service payments on the bonds, the leasehold interest should have no “bonus value” and the bond-financed property should be exempt from ad valorem taxation and personal property taxation so long as the bonds are outstanding.
The Municipality and the company may determine that partial tax abatement — but not full tax abatement — is desirable. For instance, if bonds are issued to finance both real and personal property, but the Municipality determines that tax abatement on the personal property is not appropriate, the company may agree to make “payments in lieu of taxes” to the city or county. The amount of payments in lieu of taxes is negotiable to any amount. The payments in lieu of taxes are payable by December 31 of each year, and are distributed to the Municipality and to each political subdivision in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

Sales Tax Exemption

Under Section 144.054.3 of the Missouri Revised Statutes, a company may apply to the Missouri Department of Economic Development to receive a sales tax exemption on all personal property purchased through an IDB transaction. The municipality may also furnish the company with a sales tax exemption certificate, so that materials used in constructing any real property improvements can be exempt from sales taxes.

III. STRUCTURE OF THE TRANSACTION

Issuance and Sale of Bonds

The Municipality issues its bonds pursuant to a trust indenture entered into between the Municipality and a bank or trust company acting as trustee. IDBs, like issues of conventional corporate securities, are sold by two basic methods — public offerings or private placements. If the company has access to the regional or national securities markets, it may retain an investment banker as underwriter and sell the bonds publicly. The size and financial condition of the company are the primary factors that determine the company’s ability to utilize a public offering. As an alternative to a public offering, the company may wish to place the bonds with a sophisticated purchaser. A private placement is very similar to a long-term bank loan. If bonds are being issued at a taxable interest rate for the sole purpose of receiving tax abatement, it is common for the company or the company’s commercial lender to purchase the bonds. The bond proceeds are deposited with the trustee bank in a separate trust account to be used to purchase and construct the project.

Conveyance of Property to Municipality and Lease-Back to Company

Concurrently with the closing of the bonds, the company will convey to the Municipality title to the site on which the industrial development project will be located. (The Municipality must be the legal owner of the property while the bonds are outstanding in order for the property to be eligible for tax abatement.) At the same time, the Municipality will lease the project site, together with all improvements thereon (including the project), back to the Company pursuant to a lease agreement. The lease agreement will require the company acting on behalf of the Municipality, to use the proceeds of the bonds to purchase and construct the project. The company will be unconditionally obligated to make payments to the trustee in amounts that will be sufficient to pay principal and interest on the bonds as they become due.

Under the lease agreement, the company typically: (a) unconditionally agrees to make payments sufficient to pay the principal of and interest on the bonds as they become due; (b) agrees, at its own expense, to maintain the project, pay all taxes and assessments with respect to the project and maintain adequate insurance; (c) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (d) may assign its interests under the agreement or sublease the project while
remaining responsible for payments under the agreement; (e) covenants to maintain its corporate existence during the term of the bond issue; and (f) agrees to indemnify the Municipality for any liability the Municipality might incur as a result of its participation in the transaction.

Payments in Lieu of Taxes

If the Municipality and the company determine that partial tax abatement is desirable, the Municipality and the company will enter into an agreement providing for the company to make "payments in lieu of taxes" to the Municipality and other taxing entities. The amount of payments in lieu of taxes is negotiable.

IV. PROCEDURE FOR ISSUING BONDS

The following is a summary of the basic steps required for the issuance of taxable bonds under the Act:

Approval of the Project

Upon a determination by the Municipality to proceed with the financing, the Municipality normally adopts a resolution (referred to as a "resolution of intent" or "inducement resolution") stating the Municipality's willingness and intent to issue IDBs for the project. Thereafter, the Municipality must provide notice to each taxing district of the Municipality's intent to approve a "plan for industrial development" for the project. The plan must identify the primary terms of the proposed transaction, and must include a cost-benefit analysis that shows the impact of the proposed tax abatement on each taxing district.

Preparation of Legal Documents

Gilmore & Bell prepares the basic legal documents necessary for the bond issue, as described in "Structure of the Transaction" above. These documents will be reviewed by and supplemented with information and comments received from the parties to the financing, including the Municipality, the company, the trustee bank, any investment banker and their respective counsel.

Approval of Documents and Issuance of Bonds

After an investment banker or other purchaser (which may be the company) has agreed to purchase the bonds, the final details of the bond issue are determined and the basic documents will be finalized. The Municipality and the company will each adopt resolutions approving the legal documents and authorizing the issuance of the bonds at the specified interest rates and terms.

Preparation of Closing Documents

In addition to the basic legal documents discussed above, numerous other "closing documents" are necessary for the closing of a bond issue. Such documents include certificates relating to the existence of authority to execute and deliver documents and the absence of material litigation, corporate resolutions, opinions of counsel and evidence of payment for and receipt of the bonds. Gilmore & Bell will assist in the preparation and collection of the necessary closing documents.
Closing

The last step in the transaction is the closing itself, at which the Municipality delivers the bonds to the purchaser in exchange for payment of the purchase price of the bonds. The bond proceeds are paid over to the trustee bank, to be disbursed in accordance with the provisions of the trust indenture to pay the costs of the project. At the closing, Gilmore & Bell will deliver to the bond purchasers its opinion to the effect that the bonds have been validly issued under applicable state law and, if applicable, that the interest on the bonds is exempt from state and federal income taxation.

V. ADVANTAGES OF IDB FINANCING

From the Municipality’s standpoint, IDB financing is a useful tool to induce responsible new industries to locate in the area, as well as encouraging companies already in the area to remain, by assisting them in improving their present facilities or in building new ones. The end result is often a combination of increased job opportunities, existing job retention and large-scale capital investment.

From the company’s standpoint, the principal advantage of IDB financing depends on the purpose for which the bonds are being issued. If the bonds are tax-exempt, the cost of funds provided by IDBs generally is significantly below that of other alternatives because the interest paid to holders of such bonds is exempt from federal and state income taxation. If the bonds are taxable, the company can receive significant financial incentives in the form of tax abatement on the bond-financed property.

* * * * *

- 34 -
Name of Board to Serve: Planning and Zoning Commission

Citizen’s Name: Bill Lindgren       Address: 702 E. 6th Street

Phone #364-4362       e-mail address billyboy35@gmail.com

Status: (New Appointment – Re-Appointment) New Appointment

INFORMATION/BIOGRAPHY

Bill Lindgren has been a resident of the Rolla area for over 30 years, and originally hails from Maryland. His family has been in the medical product industry since the early 70s, with a little manufacturing base in Rolla. Bill continues to work for a sterile product company, and works in ultrasonic diagnostic imaging market with veterinarians. He's served a two tenure on Rolla City Council in Ward 1, and served for over 6 years on the Board of Adjustment, many of those years as the Board Chair. Bill also serves as the City representative on University Extension Council, a position he also wishes to continue.

Bill Looks forward to continued service to the people of Rolla, and hopes to be sincerely considered for the open position on Planning and Zoning.
Name of Board to Serve: Rolla Housing Authority

Citizen's Name: Carolyn Bolin        Address: 109 S. Adrian

Phone #364-9663                              e-mail address N/A

Status: (New Appointment – Re-Appointment) New Appointment

INFORMATION/BIOGRAPHY

Carolyn Bolin has been a resident of Phelps County since 1980 and a Rolla resident since 2001. She currently owns and operates Kidszone Childcare. She served a two-year term on the Rolla City Council in Ward V from April 2011 until April 2013. Carolyn is the Manager/Director of the Lyric Live Theater in Newburg, Missouri; song leader/volunteer at the Ridgeview Christian Church; member of the Rolla Area Chamber of Commerce; a member of the Rolla Cancer Gala Community; serves on the Phelps County Fair Board of Directors; Radio Station KMST Volunteer, and; a former member of the Rolla Chambers Singers.