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

AGENDA OF THE ROLLA CITY COUNCIL
Monday, April 4, 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

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COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Steven Jung

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – March 7, 2016
   2) City Council Closed Session Meeting – March 7, 2016
   3) City Council Meeting – March 21, 2016
   4) City Council Closed Session Meeting – March 21, 2016

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report – February 2016
E) Rolla Board of Public Works Meeting Minutes – February 23 & 29, 2016
F) Planning and Zoning Commission Preliminary Meeting Minutes – March 8, 2016
V. OLD BUSINESS
A) Ordinance Rezoning an 11.9 Acre Tract Located North of Wild Horse Run Plat No. 1 from R-1 (Single Family District) to RR (Rural Residential District) Zoning (Joyner) –
   (Community Development Director John Petersen) – Final Reading
B) Ordinance Rezoning a Fractional Part of the Forum Plaza Shopping Center from C-1
   (Neighborhood Business District) Zoning & C-2 (General Retail District) Zoning to C-3
   (Highway Commercial District) Zoning (Super Market Developers) –
   (Community Development Director John Petersen) – Final Reading
C) Ordinance Rezoning Tract A of Lost Acres Subdivision from C-3 (Highway Commercial
   District) Zoning to R-3 (Multi-Family District) Zoning (Goldberg) –
   (Community Development Director John Petersen) – Final Reading

VI. NEW BUSINESS
A) Motion Approving Use of Rolla National Airport Fields for Sept. 2016 Greek Week Games –
   (City Administrator John Butz) - Motion
B) Resolution Authorizing the Vacation of an Old Utility Easement – Briggs Building–
   (City Administrator John Butz) – Resolution
C) Ordinance Approving Chapter 100 Bond Project & EEZ Benefits for Hartmann US –
   (City Administrator John Butz) – First Reading

VII. CLAIMS and/or FISCAL TRANSACTIONS
A) Motion Awarding Bid for Project 395 – 2016 Surface Sealing Treatment, &; an Ordinance
   Authorizing the Mayor to Enter into a Contract with Pierce Asphalt, LLC. for Same –
   (Public Works Director Steve Hargis) – Motion/First Reading
B) Motion Awarding Bid for Project 397 – 2016 Phase I Asphalt Improvements, &; an Ordinance
   Authorizing the Mayor to Enter into a Contract with Rolla Asphalt, LLC. for Same –
   (Public Works Director Steve Hargis) – Motion/First Reading
C) Motion Awarding Bid for Project 402 – 2016 Asphalt Overlay Parking Lots, &; an Ordinance
   Authorizing the Mayor to Enter Into a Contract with Pierce Asphalt, LLC. for Same –
   (Public Works Director Steve Hargis) – Motion/First Reading

VIII. CITIZEN COMMUNICATION
A) Open Citizen Communication

IX. MAYOR/CITY COUNCIL COMMENTS
A) Motion Appointing Dr. Bill Moorkamp, Mr. Kevin Edwards, Ms. Francine D. Merenghi,
   Ms. Tracy Limmer, and Mr. Mike Miller to the Health and Recreation Center Board - Motion

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION
Pursuant to Section 610.021(12) RSMo. the City Council will discuss the following issues in Closed Session:
   Contract Negotiations.

XII. ADJOURNMENT
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 7, 2016; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV


Council Members Absent: None.

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

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

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

Councilman Jim Williams led in 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 one absent. Motion carried. The consent agenda consisted of the following:

(A) Approval of the Rolla City Council Minutes for the following:
   1) City Council Meeting – February 1, 2016
   2) City Council Meeting – February 16, 2016

II. PUBLIC HEARINGS

None.

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I. A-1.
COUNCIL MEETING MINUTES
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III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) Rolla Apartments MHDC Application for Substantial Renovation: Mr. Tim Sansone, Sansone Group, St. Louis, Missouri, informed the Council that Sansone Group was the original developers in 1979 of Rolla Apartments, which is located on McCutchen Drive. Since that time, Sansone Group has provided property management services. Mr. Sansone pointed out the building is getting old and it is time to do some renovations. He said Sansone Group contacted developer Mr. Robin Salomon to handle the renovations.

Mr. Salomon told the Council some of the mechanicals on the property are from 1979, such as the elevators. The roof needs to be replaced, the kitchen and baths are vintage, and there are quite a number of systems and amenities that need a lot of work. Mr. Salomon explained millions of dollars are needed to bring the facility up to 2015 standards. He told the Council that Sansone Group applied on March 1 to Missouri Housing Development Commission (MHDC) for tax-exempt bonds and low-income housing tax credits. Mr. Salomon indicated currently, they are projecting about $5.3 million including a contingency of expenditures on the property (bricks and sticks). Mr. Salomon entertained several questions and comments from the Council.

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

Mayor Magdits referred the Council to (A) the January 2016 Environmental Services Department Monthly Report; (B) the January 2016, Police Department Monthly Report; (C) the January 2016 Animal Control Division Monthly Report; (D) the January 2016 Rolla Municipal Utilities Monthly Report; (E) the January 26, 2016, Rolla Board of Public Works Meeting Minutes; (F) the February 23, 2016, Development Review Committee Meeting Minutes; (G) the February 9, 2016, Planning and Zoning Commission Preliminary Meeting Minutes; (H) the January and February 2016 Rolla Municipal Court Reports; (I) the February 2016, Building Codes Division Monthly Report, and; (J) the January 2016, Fire and Rescue Department Monthly Report.

V. OLD BUSINESS

(A) Ordinance Approving a Conditional Use Permit for the Operation of a Nursing Home Facility in an R-1 (Single Family District) Zoned Area at 1000 Lions Club Drive (Clearpath): Community Development Director John Petersen explained the applicant is requesting a conditional use permit (CUP) for the establishment of an

MARCH 7, 2016

[Signature]
V. OLD BUSINESS (continued)

(A) Ordinance Approving a Conditional Use Permit for the Operation of a Nursing Home Facility in an R-1 (Single Family District) Zoned Area at 1000 Lions Club Drive (Clearpath) (continued): assisted living facility in an R-1 (Single-Family District) zoned area. The subject property is located at 1000 Lions Club Drive. Because there have been some concerns expressed, Mr. Petersen pointed out there is a heavy vegetation line that provides ample opportunities for securing the area and eliminating any potential problems. He noted the property consists of 7.7 acres. Mr. Petersen said the facility would have 50 beds in 46 units and approximately 30 employees. The Planning and Zoning Commission recommends approval of the conditional use permit.

Representatives from Clearpath Senior Holdings, LLC, addressed the Council and clarified they plan to construct an assisted living facility and not a skilled nursing facility. They indicated they have been working on this project for several years. In order to obtain a license for the facility, it was necessary to obtain support from the City and other individuals in the community. When asked about the request from an adjoining property owner regarding the installation of a privacy fence, they said the buffer provided by the landscaping should be sufficient and a privacy fence would not be necessary.

Mr. Bill Wiggins, 594 Sycamore Drive, Rolla, Missouri, said that with the large vacant area to the west, the worry is the developers will want to build additional units.

Mr. Petersen explained if a separate building were constructed, the property would need to be subdivided.

With no inclusion of their current site plan to the CUP, Mr. Wiggins said there would be nothing preventing them from building additional units.

City Counselor Lance Thurman responded the CUP would dictate what could be done on that property.

A motion was made by Eudaly and seconded by Long to amend the ordinance by adding contingency No. 5 to read, "Project is detailed and limited as referenced in the Site Plan attached herein as Exhibit A."

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title, as amended. ORDINANCE NO. 4260: AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT (CUP) TO ALLOW THE
V. OLD BUSINESS (continued)

(A) Ordinance Approving a Conditional Use Permit for the Operation of a Nursing Home Facility in an R-1 (Single Family District) Zoned Area at 1000 Lions Club Drive (Clearpath) (continued): OPERATION OF A NURSING HOME FACILITY IN AN R-1 (SINGLE-FAMILY DISTRICT) ZONED AREA AT 1000 LIONS CLUB DRIVE. (CLEARPATH). A motion was made by Eudaly and seconded by Morris to approve the proposed ordinance, as amended. A roll call vote on the motion showed the following: Ayes; Eudaly, Meusch, Jordan, Williams, Hines, Jung, Woolley, Long, Bowe, Crowell, Morris, and Miller. Nays; None. Absent; None. Motion carried. The ordinance passed.

Councilman Williams expressed his concern with CUPs. He said they always seem to be controversial. If the Council is going to continue using CUPs, then it needs to make them absolutely clear what is required.

Mayor Magdits said the same could be said of Planned Unit Developments (PUDs).

City Administrator John Butz stated CUPs are fairly common, but it allows a higher level of scrutiny if the Council is going to allow it in a lower zone. He agreed that every time Council considers them, CUPs are controversial because you are going outside of the traditional zoning classification. Mr. Butz said he does not know if there is an easy answer or solution to them, but by their nature, they are going to be controversial because you are taking a specific site and trying to see how a use will work. However, it does allow the Council to grant the CUP with conditions.

(B) Ordinance Authorizing the Mayor to Execute an Airport Aid Agreement with MoDOT: City Administrator John Butz recalled the next two agenda items are tied together. He pointed out this is the first time the State has allowed the Missouri Department of Transportation (MoDOT) Aviation Trust to put funds into a business plan development and Rolla is the first community to receive the grant. Mr. Butz said it is about a $53,000 grant with a 10% match or $5,361 and the grant would cover about $48,242.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4261: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, AN AIRPORT AID AGREEMENT FOR PROJECT NO. AIR 166-056A BETWEEN THE CITY OF ROLLA, MISSOURI, AND
V. OLD BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Execute an Airport Aid Agreement with MoDOT (continued): THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION. 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; Jung, Miller, Jordan, Hines, Woolley, Williams, Bowe, Crowell, Meusch, Long, Eudaly, and Morris. Nays: None. Absent: None. Motion carried. The ordinance passed.

(C) Ordinance Authorizing the Mayor to Execute a State Aviation Trust Fund Project Consultant Agreement with Jviation, Inc.: City Administrator John Butz explained the grant funds, just approved by the Council, would be used to enter into a contract with Jviation, Inc., using the consultant Blane Canada, who will be using a sub consultant, RCI, that will be assisting in a target industry effort. Mr. Butz noted the plan would address the following objectives: 1) Craft a focused 5-year marketing strategy; 2) Identify target industries and a list of company prospects; 3) Audit past planning efforts of the Airport, City, and RREC (Rolla Regional Economic Commission), 4) Map messages for electronic and print communications, and; 5) Create a tactical marketing strategy.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4262: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A STATE AVIATION TRUST FUND PROJECT CONSULTANT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND JVIATION, INC. 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; Miller, Bowe, Woolley, Williams, Hines, Jung, Meusch, Jordan, Mcriss, Long, Eudaly, and Crowell. Nays: None. Absent: None. Motion carried. The ordinance passed.

VI. NEW BUSINESS

(A) Discussion Pertaining to Removal of Trash Containers from Street Edge: Environmental Services Director Brady Wilson explained the City has an ordinance requiring residents to remove their trash container(s) from the street edge within 24 hours of their collection day. However, enforcing the issue of carts left at the curb has proved difficult. Mr. Wilson said his department attempts to enforce it on a complaint basis, typically with marginal success at best. He added that many hours and resources are spent doing this.
VI. NEW BUSINESS (continued)

(A) Discussion Pertaining to Removal of Trash Containers from Street Edge (continued): In doing a review of the current process, Mr. Wilson indicated he asked the Refuse Service Review Committee to meet and discuss different options. Because of those discussions, he told the Council he is presenting some suggested/proposed changes to Chapter 18 of the Rolla City Code. Mr. Wilson then provided an overview of the proposed changes to Chapter 18, which he indicated would hopefully improve things going forward.

After a lengthy discussion, the Council consensus was to bring the proposed changes to Chapter 18 of the Rolla City Code to the Council in the form of an ordinance for a first reading at its next meeting.

(B) Ordinance Authorizing the Mayor to Execute a Missouri Highways and Transportation Commission STP-Urban Program Agreement for Salem Avenue Improvements: Public Works Director Steve Hargis explained staff is proposing to do an overlay project on Salem Avenue along with improvements to the handicapped ramps. The cost of the project is about $145,000 and staff would request reimbursement of about $96,000 from the STP funds. Mr. Hargis informed the Council that STP is an entitlement the City receives from the State and the City receives about $63,000 a year and is allowed to accumulate about five years of these funds.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI DEPARTMENT OF TRANSPORTATION.

Mayor Magdits asked Mr. Hargis to circulate to the City Council a list of the streets that will be constructed/reconstructed this year.

(C) Discussion of Limited Deer Hunts in Rolla: City Administrator John Butz recalled this issue surfaced a few years ago and more recently, some information was submitted from Dr. Robert Tucker who lives off Soest Road. He explained the Rolla City Code currently allows bow hunting in RR (Rural Residential) zoned areas, which is primarily located in the southern boundary of Rolla. Bow hunting is allowed in these areas under the Missouri Department of Conservation requirements. In particular, Mr. Butz noted
VI. NEW BUSINESS (continued)

(C) Discussion of Limited Deer Hunts in Rolla (continued): there are pockets north of the area where there are larger areas of much undeveloped property that can host a healthy population of animals. Mr. Butz noted that Dr. Tucker’s property, located next to the Middle School, is one of those examples where you can have a small herd of five to ten deer. When the Council discussed this issue a few years ago, the Council decided at that time not to expand the hunting opportunities. Mr. Butz said one suggestion was to expand the area where bow hunting is allowed to large tract areas of a certain size. He indicated that Police Lieutenant Jim Macormic attended a wildlife summit in Columbia, Missouri, a couple of years ago, where this issue was discussed.

Lieutenant Macormic addressed the Council and said according to Missouri Conservation Agent, Mr. Darrin Wood, the City has three options if we believe we have a problem. Mr. Wood believes that if we do not get ahead of the problem, we could have a problem in the near future. Lieutenant Macormic noted one option is sharp shooting, which the Police Department does not recommend. A second option would be hiring a full-time employee to manage a hunt. This option would require someone to monitor the deer herd. The third option would be to open it up to tract size, etc., and let the Conservation Department manage it as they do the rest of the state. Lieutenant Macormic added that Mr. Wood stated he does not believe the ten deer vehicular accidents in Rolla is a realistic number. He told him he has received several calls from citizens who have had an accident with a deer, but did not contact the Police Department.

After Council discussion, Mayor Magdits asked Dr. Robert Tucker to address the Council. Dr. Tucker told the Council the deer herd on his property has been there for three years. He said these deer are tiny and it is almost as if they are being inbred. Dr. Tucker said he is concerned about the number and the quality of the habitat that is in the approximate 20 acres. The real concern he has is ensuring that this little island of wildlife is sustainable.

Following further discussion, the Council agreed to invite Missouri Conservation Agent Darrin Wood to the next Council meeting to discuss this issue further.

VII. CLAIMS and/or FISCAL TRANSACTIONS

None.

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VIII. CITIZEN COMMUNICATION

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

Mr. Tom Sager, 8 Laird Avenue, Rolla, Missouri, said he listened with interest the discussion of trash. He told the Council you want to make it easy for people to properly dispose of trash. Mr. Sager stated when you take away their dumpsters and make it difficult, you will find more trash in vacant lots, trash stuffed in the storm drains, and trash in other areas.

No one else present addressed the Council.

IX. MAYOR/CITY COUNCIL COMMENTS

None.

X. COMMENTS FOR THE GOOD OF THE ORDER

(A) Prayer for Peace Officers: City Administrator John Butz invited everyone to participate in the "Prayer for Peace Officers," that will be held on Wednesday, March 9, 2016, at a variety of churches in the area. He explained the idea of this event is to recognize how violent much of this country has become and has sadly affected peace officers. Mr. Butz noted a local group along with VIPS (Volunteers in Police Service) was instrumental in organizing a coordinated effort for this event.

XI. 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 and personnel. A roll call vote on the motion showed the following: Ayes; Williams, Jordan, Jung, Eudaly, Woolley, Miller, Bowe, Crowell, Meusch, Long, Morris, and Hines. Nays; None. Absent; None. Motion carried.

The Council adjourned into Closed session at approximately 8:43 p.m.

MARCH 7, 2016
XII. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 9:45 p.m.

City Counselor Lance Thurman reported that during Closed Session the City Council discussed one personnel matter. Final action regarding this matter will be announced within 72 hours.

Mr. Thurman stated the Council also discussed two matters of real estate with no final action taken on either item.

XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 9:46 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

__________________________  __________________________
CITY CLERK                                      MAYOR
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MARCH 21, 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, Don Morris, John Meusch, Brian Wocbley, Jim Williams, Steven Jung, and Walt Bowe

Council Members Absent: Susan J. Eudaly

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

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

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

Councilman Brian Woolley led in the Pledge of Allegiance.

I. PUBLIC HEARINGS

(A) Ordinance Rezoning an 11.9 Acre Tract Located North of Wild Horse Run Plat No. 1 from R-1 (Single Family District) to RR (Rural Residential District) Zoning (Joyner): Community Development Director John Petersen indicated the subject property is located near the Wild Horse Run subdivision and consists of approximately 11.9 acres. The applicants have a contract to purchase the property and wish to rezone it from R-1 (Single Family District) to RR (Rural Residential District) zoning. Mr. Petersen said the applicants plan to construct a single family home. He pointed out the property will rely on a private, unpaved driveway. Additionally, he noted according to Rolla City Code, private driveways in R-1 (Single Family District) must be paved with a hard surface. However, properties located in RR (Rural Residential) zoned districts are not required to be paved. Mr. Petersen reported the Planning and Zoning Commission recommends approval of the rezoning request.

MARCH 21, 2016
I. PUBLIC HEARINGS (continued)

(A) Ordinance Rezoning an 11.9 Acre Tract Located North of Wild Horse Run Plat No. 1 from R-1 (Single Family District) to RR (Rural Residential District) Zoning (Jovner) (continued): Following a brief discussion, Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject-rezoning request. No one present responded. Mayor Magdits closed the public hearing.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE APPROVING THE REZONING OF AN 11.9 ACRE TRACT LOCATED IN A FRACTIONAL PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 24, T37N, R8W FROM R-1 (SINGLE FAMILY DISTRICT) ZONING TO RR (RURAL RESIDENTIAL DISTRICT) ZONING. (JOYNER).

(B) Ordinance Rezoning a Fractional Part of the Forum Plaza Shopping Center from C-1 (Neighborhood Business District) Zoning and C-2 (General Retail District) Zoning to C-3 (Highway Commercial District) Zoning (Super Market Developers): Community Development Director John Petersen explained the subject property, which consists of 4.56 acres, is the former Country Mart site, located in the Forum Plaza Shopping Center. The applicant, Super Market Developers, Inc., have requested the rezoning of the property from C-1 (Neighborhood Business District) and C-2 (General Retail District zoning) to C-3 (Highway Commercial District) zoning. The applicants requested the subject rezoning in order to be able to market merchandise outside of the building. Mr. Petersen explained the site currently has 191 parking spaces and by law, they are only required to have 160 parking spaces. He noted the merchandise would be displayed to the south of the building where there are about 24 parking spaces that would be lost. Mr. Petersen reported the Planning and Zoning Commission recommends approval of the rezoning request.

Mr. Joel Riggs, 5000 Kansas Avenue, Kansas City, Kansas, and representing Super Market Developers, Inc., stated they are the developers of the Forum Plaza. He informed the Council that for the past nine months he has been working with Dickey Bub Farm and Home that has five other locations in Missouri. Pending approval of the rezoning, Mr. Riggs said they are ready to sign a lease and they do need exterior sales limited to the side parking lot (adjacent to Tenth Street), which would be fenced. He pointed out no other parking spaces would be used. Dickey Bub Farm and Home would like the opportunity to have outdoor sales underneath the canopy that is on the current sidewalk. Mr. Riggs informed the Council that in speaking with City Administrator John Butz,
I. PUBLIC HEARINGS (continued)

(B) Ordinance Rezoning a Fractional Part of the Forum Plaza Shopping Center from C-1 (Neighborhood Business District) Zoning and C-2 (General Retail District) Zoning to C-3 (Highway Commercial District) Zoning (Super Market Developers) (continued): Super Market Developers has agreed to include the stipulation in the ordinance, for its final reading, that the display or sale of merchandise outdoors would be limited to the area south of the building.

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

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE APPROVING THE REZONING OF A 4.56 ACRE TRACT DESCRIBED AS A FRACTIONAL PART OF THE FORUM SHOPPING CENTER, TRACTS 2 & 3 FROM C-1 (NEIGHBORHOOD BUSINESS DISTRICT) ZONING AND C-2 (GENERAL RETAIL DISTRICT) ZONING TO C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING. (SUPER MARKET DEVELOPERS).

(C) Ordinance Rezoning Tract A of Lost Acres Subdivision from C-3 (Highway Commercial District) Zoning to R-3 (Multi-Family District) Zoning (Goldberg):
Community Development Director John Petersen explained the subject rezoning request involves four structures located at the corner of Old St. James Road and Farrar Drive. The applicants are requesting the rezoning from C-3 (Highway Commercial District) to R-3 (Multi-Family District) zoning. He said the reason the applicants are pursuing the rezoning is because the current C-3 (Highway Commercial District) zoning is considered a legal non-conforming use. Mr. Petersen noted the property consists of .95 acres. The Planning and Zoning Commission recommends approval of the rezoning request.

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

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE APPROVING THE REZONING OF A .95 ACRE PARCEL LOCATED IN THE LOST ACRES SUBDIVISION, LOT "A", TO BE REZONED FROM C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING TO R-3 (MULTI-FAMILY DISTRICT) ZONING. (GOLDBERG)

MARCH 21, 2016
II. SPECIAL PRESENTATIONS

(A) Limited Deer Hunts in Rolla – Missouri Conservation Agent Mr. Darrin Wood:
City Administrator John Butz recalled that during its last meeting the Council discussed whether it wanted to expand the provision for limited bow or archery hunting inside the city limits. He explained hunting is permitted inside the city limits under the State requirements as long as it is in a properly zoned Rural Residential (RR) zone. Mr. Butz told the Council the request came from property owners near the Rolla Middle School who own a couple of large tracks and want to control or limit potential problems.

Mr. Wood said his proposal is if the City allows a hunt, it will “get ahead of the curve.” By letting it go too far, you will get sick deer and an extreme amount of deer/vehicle accidents. Rolla is going to reach a potential number where the population is going to be a problem. Mr. Wood entertained questions and comments from the Council.

Mr. Butz indicated he would ask staff to prepare a map on the five and seven acre tracks inside the city limits.

Mayor Magdits asked the Council how they wish to proceed. He suggested having a proposed ordinance prepared for the next meeting or think about it for a couple of weeks and then have a discussion.

After further discussion, Mayor Magdits asked the Council to contact Mr. Butz if they have any additional thoughts within the next two weeks.

III. OLD BUSINESS

(A) Ordinance Authorizing the Mayor to Execute a Missouri Highways and Transportation Commission STP-Urban Program Agreement for Salem Avenue Improvements: Public Works Director Steve Hargis explained the subject project will use the City’s STP funds up to 2017. He noted the City is allocated about $60,000 a year in STP funds and can only bank about five years. Mr. Hargis said the subject ordinance would authorize the Mayor to enter into an agreement with the Missouri Highways and Transportation Commission for improvements to Salem Avenue. The amount of federal funds for this project is $96,000.00 with an estimated total of $145,000.00 for the project.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4263: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF
III. OLD BUSINESS (continued)

(A) Ordinance Authorizing the Mayor to Execute a Missouri Highways and Transportation Commission STP-Urban Program Agreement for Salem Avenue Improvements (continued): THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI DEPARTMENT OF TRANSPORTATION. 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; Jordan, Williams, Jung, Hines, Woolley, Miller, Bowe, Crowell, Meusch, Long, and Morris. Nays; None. Absent; Eudaly. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Ordinance Approving the Final Plat of HyPoint West Plat No. 1 (HyPoint West): Community Development Director John Petersen explained the applicant is proposing to subdivide one lot into six lots. He noted Lot 1 is where the Federal Express Warehouse will be located and the remaining lots will be available for future commercial expansion. Mr. Petersen reported the Planning and Zoning Commission recommends approval of the final plat. Additionally, he pointed out during the review process, it was noted the streets in the proposed subdivision layout exceeded the maximum distance allowed for streets in excess of 600 feet in length before a cul-de-sac or turnaround would be required. The applicant submitted a request to approve a variance for this subdivision requirement in accordance with Rolla City Code. Mr. Petersen said it was the feeling of the Planning and Zoning Commission that it was an unreasonable and unnecessary requirement. They noted this is in a rural area and there is plenty of room to turnaround. He reported the Planning and Zoning Commission also approved this variance.

Fire Chief Ron Smith addressed the Council regarding the cul-de-sacs and turnarounds as it pertains to fire apparatus. He said the Fire Department is agreeable with the project, but reserves the right to have cul-de-sacs constructed on Perrot Road, if needed for the development in the future.

Mr. Matt Williams with the Rolla Community Development Corporation (RCDC) said RCDC has two subdivisions being considered at this meeting. The first subdivision is HyPoint West and the former Rolla airport area is HyPoint East, which is close to becoming full. About ten years ago, Mr. Williams told the Council the RCDC acquired what was called the Cunningham farm on the other side of Highway V, which is now
IV. NEW BUSINESS (continued)

(A) Ordinance Approving the Final Plat of HyPoint West Plat No. 1 (HyPoint West) 
(continued): called HyPoint West. RCDC has begun installing infrastructure for the 
development of manufacturing property and the first major tenant is getting ready to 
begin construction. Now that a tenant is using almost half of the available land, RCDC 
would like to have HyPoint West subdivided to accommodate the tenant. Mr. Williams 
asked the Council to consider the first and final readings of the subject ordinance at this 
meeting because they would like to close on the property on April 8, 2016.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first 
reading, by title. ORDINANCE NO. 4264: AN ORDINANCE APPROVING THE 
PRELIMINARY PLAT OF THE HYPOINT WEST PLAT NO. 1, A MAJOR 
SUBDIVISION, BEING A FRACTIONAL PART OF THE SOUTH HALF OF THE 
NORTH-EAST QUARTER AND THE SOUTH HALF OF LOT 1, NORTHWEST 
QUARTER, ALL IN SECTION 30, T38N, R7W, ROLLA, PHELPS COUNTY, 
MISSOURI. (HYPOINT WEST). A motion was made by Morris and seconded by Long 
to suspend the rules and the ordinance be read for its final reading, by title. A voice vote 
on the motion showed eleven ayes, zero nays, and one absent. Motion carried. Ms. 
Buschjost then read the proposed ordinance for its final reading, by title. A motion was 
made by Williams and seconded by Morris 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, and Jordan. Nays; None. Absent; Eudaly. 
Motion carried. The ordinance passed.

(B) Ordinance Approving the Final Plat of HyPoint East Plat No. 1 (HyPoint East): 
Mr. Matt Williams with RCDC, informed the Council the other subdivision they are 
requesting, is HyPoint East. He said RCDC wants to subdivide the property into Lots 1, 
2, and 3. Mr. Williams said the solar farm is being constructed on Lot 3 and MoSci will 
own Lot 1.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first 
reading, by title. ORDINANCE NO. 4266: AN ORDINANCE APPROVING THE 
FINAL PLAT OF HYPOINT EAST NO. 1 BEING A MINOR SUBDIVISION IN A 
FRACTIONAL PART OF THE S ½ NW ¼, NE ¼, AND SW 1/4 ALL IN SECTION 29, 
T38N, R7W, ROLLA, PHELPS COUNTY, MISSOURI. (HYPOINT EAST). 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 ten ayes, one nay, 
and one absent. Motion carried. City Counselor Carolyn Buschjost then read the 
proposed ordinance for its final reading, by title. A motion was made by Williams and
IV. NEW BUSINESS (continued)

(B) Ordinance Approving the Final Plat of HyPoint East Plat No. 1 (HyPoint East) (continued): seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Crowell, Jung, Hines, Jordan, Miller, Bowe, Williams, Meusch, Long, Morris, and Woolley. Nays; None. Absent; Eudaly. Motion carried. The ordinance passed.

(C) Ordinance Approving the Final Plat of Rolla Property, LLC, No. 1 (Rolla Property): Community Development Director John Petersen the subject property is the former Briggs and Stratton site. The applicant is requesting the property be subdivided into three lots. Lot 1 is the location of a 40,000 square foot warehouse. Lot 2 is undeveloped and Lot 3 is the location of the primary building. Mr. Petersen noted the property currently has 540 parking spaces available. He pointed out a request has been made for the Council to consider the first and final readings of the subject ordinance at this meeting.

City Administrator John Butz reported the tentative closing on the property is scheduled for March 10, 2016, but could be delayed as late as April 10, 2016.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4266: AN ORDINANCE APPROVING THE FINAL PLAT OF THE ROLLA PROPERTY LLC, NO. 1, BEING A MINOR SUBDIVISION IN A FRACTIONAL PART OF THE W ½, SW ¼, SECTION 29, BEING A FRACTIONAL PART OF E ½, SE ¼ OF SECTION 30, ALL IN T38N, R7W ROLLA, PHELPS COUNTY, MISSOURI (ROLLA PROPERTY). A motion was made by Morris and seconded by Meusch to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Morris, Woolley, Miller, Williams, Hines, Jung, Meusch, Jordan, Bowe, Crowell, and Long. Nays; None. Absent; Eudaly. Motion carried. The ordinance passed.

City Administrator John Butz mentioned in the middle of Lot 3, is an abandoned/vacated utility easement from a telephone company, which was vacated many years ago. When it was vacated, it was vacated to the City of Rolla. He said the City has been asked to do a quitclaim deed to relinquish any rights. Mr. Butz informed the Council that staff plans
IV. NEW BUSINESS (continued)

(C) Ordinance Approving the Final Plat of Rolla Property, LLC, No. 1 (Rolla Property) (continued): to place the subject quit claim deed for consideration on the next Council agenda. Unless the Council has any concerns with it, Mr. Butz said he is going to let Hartmann US know the Council plans approve it.

(D) Ordinance Amending Chapter 18 of the Rolla City Code Pertaining to Refuse Containers: Environmental Services Director Brady Wilson asked the Council to consider the first reading of an ordinance amending Chapter 18 of the Rolla City Code that would change the definitions of a residential refuse customer and a commercial refuse customer. Additionally, he said the proposed ordinance would rescind part of the time-consuming enforcement procedures and establish wording that would allow the neighborhood standard to dictate what occurs from neighborhood to neighborhood. Mr. Wilson said the proposed ordinance establishes language that would require future developments to plan on and account for a central collection area for their trash, in what would be called commercial developments.

After a lengthy discussion, particularly about enforcement concerns, City Administrator John Butz suggested referring this issue back to the Refuse Service Review Committee. He also suggested possibly adding a couple of other Council members to the Committee to try to arrive at a solution. Councilman Matthew Crowell volunteered to serve on the committee.

A motion was made by Miller and seconded by Long to set aside consideration of this item. A voice vote on the motion showed ten ayes, one nay, and one absent. Motion carried.

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for a Half-Ton Pickup Truck for Environmental Services Dept.: Environmental Services Director Brady Wilson stated bids were recently accepted for the scheduled replacement of a pickup truck in the Environmental Services Department. Five bids were received and the apparent low bidder is Hutcheson Ford, St. James, Missouri, for a 2016 Ford F150 for $23,132.00. After a brief discussion, a motion was made by Crowell and seconded by Hines to award the bid for a 2016 Ford F150 to the low bidder Hutcheson Ford, St. James, Missouri for $23,132.00. A hand count on the motion showed seven ayes, four nays, and one absent. Motion carried.
VI. MAYOR/CITY COUNCIL COMMENTS

None.

VII. CITIZEN COMMUNICATION

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

VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) Teenage Seatbelt Enforcement: Mayor Magdits reported about a third of Missouri teenagers are not wearing seatbelts, which is a surprising statistic. Eight out of ten teenage fatalities are the result of them not wearing seatbelts. Mayor Magdits noted the Rolla Police Department is joining with others in some targeted enforcement between March 15 and 31, 2016. He said teenagers could be pulled over solely for a seatbelt violation.

Police Chief Sean Fagan explained the Rolla Police Department has received a grant through the State of Missouri for seatbelt enforcement and the Police Department is doing a stepped up enforcement of teenagers driving without their seatbelts. Chief Fagan said if you are a teenager without your seatbelt, the Police could stop you for that violation. However, if you are an adult without your seatbelt, the Police cannot stop you just for that violation. Chief Fagan indicated the adult could be cited for no seatbelt usage if stopped for another violation. He said the Police Department is trying to educate teenagers on wearing seatbelts. If in doing this enforcement one teenager’s life is saved, it is worth the effort.

(B) St. Patrick’s Day Weekend Activities: Mayor Magdits noted this week, especially on Saturday afternoon and evening, many were out partying and our public service departments were very busy. In the case of the Police Department, there were additional officers on duty.

Chief Fagan added there were three Missouri State Highway Patrol Officers specifically assigned to Rolla, as well as assistance from the Phelps County Sheriff’s Department and the Missouri S&T Police Department.

Mayor Magdits complimented both the Rolla Police and Fire Departments for their work.

MARCH 21, 2016
VIII. COMMENTS FOR THE GOOD OF THE ORDER (continued)

(C) Flint, Michigan Water Situation: City Administrator John Butz mentioned the question came up Friday about the Flint, Michigan water situation and he asked Rolla Municipal Utilities General Manager Rodney Bourne to comment on why this situation would not happen in Rolla.

Mr. Bourne said it is his understanding Flint, Michigan had been getting its water from Detroit, Michigan and then made a decision to switch their supply from treated water coming from Detroit to more untreated water from the Flint River, which happened to be fairly corrosive water. Mr. Bourne stated when the water got into the Flint, Michigan system, it attacked the metals that were in their distribution system, primarily lead service lines, which had not been replaced and which caused lead to leach out. Mr. Bourne said Rolla Municipal Utilities has no plans of switching from well water to anything else.

IX. CLOSED SESSION

A motion was made by Williams and seconded by Long to adjourn into Closed Session pursuant to RSMo. 610.021(12) to discuss contract negotiations. A roll call vote on the motion showed the following: Ayes; Hines, Long, Jung, Williams, Jordan, Miller, Crowell, Meusch, Woolley, Morris, and Bowe. Nays; None. Absent: Eudaly. Motion carried.

X. CLOSED SESSION ACTION

City Counselor Carolyn Buschjost reported that during closed session, the Council discussed contract negotiations, but no final decision was made.

XI. ADJOURNMENT

Having no further business, the meeting adjourned at 8:36 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

__________________________
CITY CLERK

__________________________
MAYOR

MARCH 21, 2016
# MATERIALS COLLECTED & SHIPPED
FROM RECYCLING CENTER
(Based on Calendar Year)

<table>
<thead>
<tr>
<th>Material</th>
<th>Feb 2016</th>
<th>Jan 2016</th>
<th>Feb 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardboard</td>
<td>128.0 ton</td>
<td>128.7 ton</td>
<td>102.4 ton</td>
<td>256.7 ton</td>
<td>275.0 ton</td>
<td>1,718.9 ton</td>
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<tr>
<td>Newspaper</td>
<td>40.6 ton</td>
<td>40.4 ton</td>
<td>20.8 ton</td>
<td>81.0 ton</td>
<td>85.4 ton</td>
<td>500.2 ton</td>
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<td>High Grade Paper</td>
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<td>61.8 ton</td>
<td>62.5 ton</td>
<td>314.1 ton</td>
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<tr>
<td>Aluminum</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>1.4 ton</td>
<td>0.0 ton</td>
<td>3.0 ton</td>
<td>10.9 ton</td>
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<tr>
<td>Tin/Steel Cans</td>
<td>4.6 ton</td>
<td>6.6 ton</td>
<td>5.7 ton</td>
<td>11.2 ton</td>
<td>10.8 ton</td>
<td>57.7 ton</td>
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<tr>
<td>Plastic</td>
<td>10.4 ton</td>
<td>10.8 ton</td>
<td>0.0 ton</td>
<td>21.2 ton</td>
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<td>135.0 ton</td>
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<tr>
<td>Glass</td>
<td>43.6 ton</td>
<td>20.6 ton</td>
<td>21.8 ton</td>
<td>64.2 ton</td>
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<td>Batteries</td>
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<td>1.3 ton</td>
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<td>1.3 ton</td>
<td>1.6 ton</td>
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<tr>
<td>Electronic Waste</td>
<td>3.4 ton</td>
<td>4.6 ton</td>
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<tr>
<td>Household HW</td>
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<td>6.8 ton</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>250.6 ton</strong></td>
<td><strong>253.5 ton</strong></td>
<td><strong>179.1 ton</strong></td>
<td><strong>504.1 ton</strong></td>
<td><strong>511.2 ton</strong></td>
<td><strong>3,047.4 ton</strong></td>
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## SERVICES PROVIDED

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<tr>
<th>Type of Service</th>
<th>Feb 2016</th>
<th>Jan 2016</th>
<th>Feb 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
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<tbody>
<tr>
<td>Special Pick-ups</td>
<td>48</td>
<td>69</td>
<td>67</td>
<td>117</td>
<td>132</td>
<td>902</td>
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<tr>
<td>Paper Shredding</td>
<td>13.5 hours</td>
<td>11.5 hours</td>
<td>11.0 hours</td>
<td>25.0 hours</td>
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<td>148.5 hours</td>
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<tr>
<td>Reported Trash Nuisances</td>
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<td>59</td>
<td>41</td>
<td>116</td>
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<td>587</td>
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<td>Households Dropping Off Hazardous Waste</td>
<td>34</td>
<td>51</td>
<td>25</td>
<td>85</td>
<td>110</td>
<td>866</td>
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## DISPOSAL TONNAGE
(Sanitation Division)

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<thead>
<tr>
<th>Material</th>
<th>Feb 2016</th>
<th>Jan 2016</th>
<th>Feb 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse</td>
<td>1,228.9 ton</td>
<td>1,112.7 ton</td>
<td>1,177.6 ton</td>
<td>2,341.6 ton</td>
<td>2,551.8 ton</td>
<td>15,969.4 ton</td>
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# Calls for Service
## February 2016

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<th>CFS</th>
<th>Total</th>
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<td>Abandoned Vehicle</td>
<td>5</td>
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<tr>
<td>Abandoned/Recovered Prop</td>
<td>13</td>
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<tr>
<td>Accident - Injury</td>
<td>13</td>
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<tr>
<td>Accident - Leave the scene</td>
<td>15</td>
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<tr>
<td>Accident - No Injury</td>
<td>41</td>
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<tr>
<td>Accident - Private Property</td>
<td>27</td>
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<tr>
<td>Accident - Road Blocked</td>
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<tr>
<td>Adult Abuse</td>
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<tr>
<td>Alarm Fire</td>
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<tr>
<td>Alarm LE</td>
<td>49</td>
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<tr>
<td>Animal Control</td>
<td>138</td>
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<tr>
<td>Assault</td>
<td>7</td>
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<tr>
<td>Assist Agency</td>
<td>25</td>
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<tr>
<td>Assist Ambulance</td>
<td>20</td>
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<tr>
<td>Assist Citizen</td>
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<td>Assist Fire</td>
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<tr>
<td>Assist Law Agency</td>
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<tr>
<td>Assist Motorist</td>
<td>13</td>
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<td>Benevolent Fund</td>
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<td>Building Check</td>
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<td>Burglary</td>
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<td>Busy/Out At</td>
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<td>Call for Police</td>
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<td>Check Well Being</td>
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<tr>
<td>Child Abuse</td>
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<td>Court</td>
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<td>Crossing Guard</td>
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<td>CWB 911 Hangup</td>
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<td>Death</td>
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<td>Destruction of Property</td>
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<td>Distribution</td>
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<td>Disturbance - Other</td>
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<td>Domestic Violence</td>
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<tr>
<td>Driving While Intoxicated</td>
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<td>Escort - Bank</td>
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<td>Escort - Courtesy</td>
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<td>Escort - Funeral</td>
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<td>Exparte Violation</td>
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<td>Field Interview</td>
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<td>Fight</td>
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<td>Fingerprints</td>
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<td>Follow Up</td>
<td>105</td>
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<td>Fraud</td>
<td>16</td>
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<tr>
<td>Grass Fire</td>
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<td>Harassment</td>
<td>8</td>
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<tr>
<td>Information Request</td>
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<tr>
<td>Intoxicated Person</td>
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<tr>
<td>Juvenile Complaint</td>
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<td>Keep the Peace/Standby</td>
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<tr>
<td>Leave without Pay</td>
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<tr>
<td>Liquor Violation</td>
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<tr>
<td>Littering/Dumping</td>
<td>3</td>
</tr>
<tr>
<td>Loitering</td>
<td>1</td>
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<tr>
<td>Lost or Stolen Property</td>
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<tr>
<td>Loud Noise Complaint</td>
<td>30</td>
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<tr>
<td>Malicious Mischief</td>
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<tr>
<td>Mental Health</td>
<td>23</td>
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<td>Missing Person</td>
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<tr>
<td>Narcotics Violation</td>
<td>32</td>
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<td>Open Door</td>
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<td>Paper Service</td>
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<td>Prisoner Transport</td>
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<tr>
<td>Property Damage-NonCriminal</td>
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<tr>
<td>Prowler</td>
<td>5</td>
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<td>Public Relations</td>
<td>7</td>
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<tr>
<td>Pursuit</td>
<td>1</td>
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<tr>
<td>Runaway</td>
<td>3</td>
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<td>School Resource Officer</td>
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<tr>
<td>Search Warrant</td>
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<td>Security Check</td>
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<tr>
<td>Selective Enforcement</td>
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<tr>
<td>Sewer Alarm</td>
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<tr>
<td>Sex Offense</td>
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<tr>
<td>Shots fired</td>
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<tr>
<td>Soliciting</td>
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<td>Stealing</td>
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<td>Stolen Vehicle</td>
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<td>Structure Fire</td>
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<tr>
<td>Suspicious Activity</td>
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<td>Tampering</td>
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<td>Telephone Harassment</td>
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<td>Tow Sticker Expired</td>
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<tr>
<td>Traffic Complaint</td>
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<td>Traffic Stop</td>
<td>368</td>
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<td>Trespassing</td>
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<td>Try to Contact</td>
<td>7</td>
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<tr>
<td>Vehicle Identification</td>
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<tr>
<td>Vehicle Lockout</td>
<td>2</td>
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<td>Vehicle Repossession</td>
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<td>Veterinary Call</td>
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<td>Weapons Violation</td>
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Total: 2384
## Part I Crimes

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<tr>
<th></th>
<th>Murder</th>
<th>Rape</th>
<th>Robbery</th>
<th>Felonious Assault</th>
<th>Burglary</th>
<th>Larceny</th>
<th>Auto Theft</th>
<th>Arson</th>
<th>Total Part I Crimes</th>
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<td>0</td>
<td>6</td>
<td>3</td>
<td>43</td>
<td>1</td>
<td>1</td>
<td>55</td>
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<td>Year to Date</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>11</td>
<td>14</td>
<td>85</td>
<td>3</td>
<td>1</td>
<td>116</td>
</tr>
</tbody>
</table>
## ANIMAL CONTROL MONTHLY TOTALS

**February 2016**

### ANIMALS IMPOUNDED

<table>
<thead>
<tr>
<th></th>
<th>Canine</th>
<th>Feline</th>
<th>Other Domestic</th>
<th>Wildlife</th>
<th>Monthly Total</th>
<th>2016 YTD Total</th>
<th>2015 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Rolla</td>
<td>32</td>
<td>11</td>
<td>0</td>
<td>2</td>
<td>45</td>
<td>90</td>
<td>69</td>
</tr>
<tr>
<td>Rolla Area</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>City of Newburg</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Newburg Area</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Edgar Springs Area</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Agencies</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>St. James Area</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Ft. Leonard Wood</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Monthly Total</strong></td>
<td>36</td>
<td>12</td>
<td>0</td>
<td>2</td>
<td><strong>50</strong></td>
<td><strong>100</strong></td>
<td><strong>75</strong></td>
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<tr>
<td><strong>2016 YTD Total</strong></td>
<td>72</td>
<td>24</td>
<td>0</td>
<td>4</td>
<td></td>
<td><strong>100</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2015 YTD Total</strong></td>
<td>56</td>
<td>17</td>
<td>0</td>
<td>2</td>
<td></td>
<td></td>
<td><strong>75</strong></td>
</tr>
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</table>

### Total Phelps County

<table>
<thead>
<tr>
<th></th>
<th>Canine</th>
<th>Feline</th>
<th>Other Domestic</th>
<th>Wildlife</th>
<th>Monthly Total</th>
<th>2016 YTD Total</th>
<th>2015 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>5</td>
<td>10</td>
<td>6</td>
</tr>
</tbody>
</table>

### ANIMAL DISPOSITION

<table>
<thead>
<tr>
<th></th>
<th>Canine</th>
<th>Feline</th>
<th>Other Domestic</th>
<th>Wildlife</th>
<th>Monthly Total</th>
<th>2015 YTD Total</th>
<th>2014 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animals Adopted</td>
<td>7</td>
<td>5</td>
<td>0</td>
<td>0</td>
<td>12</td>
<td>23</td>
<td>34</td>
</tr>
<tr>
<td>Animals Claimed</td>
<td>18</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>18</td>
<td>37</td>
<td>24</td>
</tr>
<tr>
<td>Euthanized(Ill/Injured)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>3</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>Euthanized(Dangerous)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>Euthanized(Un-Placed)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>Deceased on Arrival</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>3</td>
</tr>
<tr>
<td>Transferred to Rescue</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>8</td>
<td>4</td>
</tr>
<tr>
<td>Wildlife Relocated</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td><strong>Monthly Total</strong></td>
<td>25</td>
<td>8</td>
<td>0</td>
<td>12</td>
<td><strong>45</strong></td>
<td><strong>91</strong></td>
<td><strong>83</strong></td>
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<tr>
<td><strong>2016 YTD Total</strong></td>
<td>58</td>
<td>19</td>
<td>0</td>
<td>14</td>
<td></td>
<td><strong>91</strong></td>
<td></td>
</tr>
<tr>
<td><strong>2015 YTD Total</strong></td>
<td>57</td>
<td>24</td>
<td>0</td>
<td>2</td>
<td></td>
<td></td>
<td><strong>83</strong></td>
</tr>
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</table>

### ADDITIONAL STATISTICS

<table>
<thead>
<tr>
<th></th>
<th>Monthly Total</th>
<th>2016 YTD Total</th>
<th>2015 YTD Total</th>
<th>2014 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption Rate (① +③)/(①+②+③)</td>
<td>100.00%</td>
<td>95.00%</td>
<td>81.48%</td>
<td>96.66%</td>
</tr>
<tr>
<td>PR Programs</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Calls for Service</td>
<td>150</td>
<td>250</td>
<td>175</td>
<td>250</td>
</tr>
<tr>
<td>Written Warnings</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Citations</td>
<td>6</td>
<td>7</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>Total Incinerator Hours</td>
<td>52</td>
<td>119.5</td>
<td>97.5</td>
<td>60</td>
</tr>
</tbody>
</table>

---

IV. C.
# Financial Statement

## February 2016

### Receipts:
- Electric, Water, Tax, Sewer and Refuse Charge: $3,715,954.15
- Accounts Receivable - Miscellaneous: $95,974.22
- Customer's Deposits - Refundable: $30,899.66
- Misc Non-Operating Revenue: $5,739.80
- **Total Receipts**: $3,848,568.06

### Disbursements:
- Power Purchased: $1,998,256.17
- Operating Expenses: $78,579.62
- Administrative and General Expenses: $122,922.14
- Payroll: $157,720.61
- Electric and Water Capital Expenditures: $64,711.40
- Stock Purchases (Inventory): $60,479.25
- Balance of Customer's Deposits after Finals: $7,433.28
- Medical, Dental, Vision and Life insurance Paid by Employees: $12,938.29
- U.S. Withholding Tax: $25,770.43
- Missouri Dept. of Revenue (Sales Tax): $49,335.83
- Missouri Dept. of Revenue (Income Tax): $9,077.00
- Phelps County Bank (Social Security): $33,278.90
- Sewer Service Charge: $236,663.17
- Refuse Service Charge: $176,953.70
- Purchase U.S. Treasury Bill / Certificates of Deposit: $0.00
- Unclaimed Deposits: $0.00
- PILOT to City of Rolla: $113,495.37
- Standpipes Lease/Purchase: $4,229.20
- Electric Power Supply Infrastructure Lease/Purchase: $91,185.64
- Primaity Fees: $0.00
- Void Checks: $0.00
- **Total Disbursements**: $3,244,722.80

### Cash in Bank (February 29, 2016):
- $25,057,434.97

### Balance of Other Funds:

### Public Utility Accounts:
- Central Federal Savings & Loan, Check #1202 for $638.08: $3,415.59
- Citizens Bank of Newburg, Check #1202 for $1,421.70: $2,000.00
- Phelps Co Bank-Electronic Payment Account, Check #1066 for $233,420.91: $2,458.01
- Phelps Co Bank-Money Market: $4,365,168.55
- Phelps Co Bank-Super Now, Checks #23467 thru #23560 for $3,244,722.80: $3,390,728.95
- Town & Country Bank, Check #1202 for $6,827.78: $2,381.87
- Regions Bank, Check #1204 for $1,642.62: $2,000.00
- **Total Public Utility Accounts**: $7,794,172.97

### 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:
- $25,057,434.97
# STATISTICS

**FEBRUARY 2016**

## PRODUCTION
- **Date of Demand**: 02/09/2016
- **Time of Demand**: 09:30 AM
- **Scada Demand**: 59,240.0
- **kWh Purchased**: 27,563,340
- **Total Cost**: $1,919,702.70 *
- **Cost per kWh**: $0.069647 *
- **Load Factor**: 63.9%

<table>
<thead>
<tr>
<th>Pumped # Well</th>
<th>kWh</th>
</tr>
</thead>
<tbody>
<tr>
<td>#2</td>
<td>6,900,000</td>
</tr>
<tr>
<td>#3</td>
<td>1,780,000</td>
</tr>
<tr>
<td>#4</td>
<td>1,395,000</td>
</tr>
<tr>
<td>#5</td>
<td>2,342,000</td>
</tr>
<tr>
<td>#6</td>
<td>2,097,000</td>
</tr>
<tr>
<td>#7</td>
<td>8,054,000</td>
</tr>
<tr>
<td>#8</td>
<td>965,000</td>
</tr>
<tr>
<td>#9</td>
<td>3,047,000</td>
</tr>
<tr>
<td>#10</td>
<td>2,380,000</td>
</tr>
<tr>
<td>#11</td>
<td>5,104,000</td>
</tr>
<tr>
<td>#12</td>
<td>2,144,000</td>
</tr>
<tr>
<td>#13</td>
<td>4,809,000</td>
</tr>
<tr>
<td>#14</td>
<td>0</td>
</tr>
<tr>
<td>#15</td>
<td>1,858,000</td>
</tr>
<tr>
<td>#16</td>
<td>4,197,000</td>
</tr>
<tr>
<td>#17</td>
<td>3,516,000</td>
</tr>
<tr>
<td>#1 Park Well</td>
<td>2,851,000</td>
</tr>
<tr>
<td>#2 Park Well</td>
<td>2,520,000</td>
</tr>
<tr>
<td><strong>Total Gallons</strong></td>
<td><strong>55,959,000</strong></td>
</tr>
</tbody>
</table>

## ELECTRIC SALES
- **Residential - Single Phase kWh**: 11,461,571
- **Residential - Three Phase kWh**: 137,106
- **Commercial - Single Phase kWh**: 1,560,157
- **Commercial - Three Phase kWh**: 2,574,284
- **Power Service kWh**: 6,816,871
- **Industrial kWh**: 4,395,520
- **Area/Street Lighting kWh**: 38,561
- **Rental Lights kWh**: 96,711
- **Total kWh Sold**: 27,080,781
- **Demand kWh**: 27,352
- **Revenue**: $2,590,765.99
- **Monthly Loss**: 1.75%
- **Fiscal Year to Date Loss**: 8.60%

## WATER SALES
- **Residential - Single Gallons**: 24,042,000
- **Residential - Three Phase Gallons**: 473,000
- **Commercial - Single Phase Gallons**: 4,225,000
- **Commercial - Three Phase Gallons**: 3,208,000
- **Power Service Gallons**: 6,761,000
- **Industrial Gallons**: 127,000
- **Missouri S&T Gallons**: 1,916,000
- **PWSD #2 Gallons**: 1,243,000
- **Total Gallons Sold**: 41,993,000
- **Revenue**: $195,507.44
- **Pumping Cost, Electric**: $24,827.36
- **Monthly Unidentified Loss**: 20.81%
- **Fiscal Year to Date Unidentified Loss**: 16.00%

## METERS IN SERVICE

<table>
<thead>
<tr>
<th>Meters in Service</th>
<th>Electric</th>
<th>Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Single</td>
<td>7,694</td>
<td>6,322</td>
</tr>
<tr>
<td>Residential - Three</td>
<td>23</td>
<td>21</td>
</tr>
<tr>
<td>Commercial - Single</td>
<td>961</td>
<td>501</td>
</tr>
<tr>
<td>Commercial - Three</td>
<td>443</td>
<td>240</td>
</tr>
<tr>
<td>Power Service</td>
<td>134</td>
<td>125</td>
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<tr>
<td>Industrial</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>Area/Street Lighting</td>
<td>41</td>
<td>7</td>
</tr>
<tr>
<td>Missouri S&amp;T</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>PWSD #2</td>
<td></td>
<td>421</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>9,302</td>
<td>7,643</td>
</tr>
</tbody>
</table>

**Sewer Service Charge**: $215,639.65

**Refuse Service Charge**: $174,492.75

**Gross Payroll**: $221,055.97

* Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 2,321,000 gallons per water main flushing records.
*** FY loss includes 13,776,000 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) Rolla Solar Energy Farm
    - New pole, underground primary, and radio/meter installation
      Started, January 28, 2016
      Ongoing

(E4) 403 North Olive Street
      (new apartments)
    - New pole, transformer and meter installation
      Started, January 29, 2016
      Completed, February 22, 2016

(E5) Industrial Park Substation
    - Installation of (2) additional reclosers and underground feeder circuits
      Started, February 5, 2016
      Ongoing

(E6) Country Hills PUD
    - New underground distribution system installation
      Started, February 18, 2016
      Completed, March 8, 2016

(E7) 817 North Pine Street
      (new restaurant)
    - New pole transformer and meter installation
      Started, February 19, 2016
      Ongoing

(E8) Parkview Subdivision - Lot 50
    - Relocate existing pole and new transformer installation
      Completed, February 25, 2016

(E9) Downtown North Substation
    - Replace (2) existing underground feeder circuits
      Resumed, March 14, 2016
      Ongoing

WATER DEPARTMENT

(W1) Brighton Court
    - Replace existing 4" & 6" ductile iron water main with 8" PVC;
      installed 20 ft 6" PVC; 860 ft 8" PVC; (1) fire hydrant
      Started, January 11, 2016
      Completed, February 23, 2016

(W2) Martin Springs Drive
      (1600 Block)
    - Replace existing 8" cast iron water main with 12" PVC;
      installed 500 ft 12" PVC; (1) fire hydrant
      Started, February 25, 2016
      Completed, March 17, 2016

(W3) RMU Well #14
    - Piping, electrical and treatment equipment installation
      Started, January 4, 2016
      Ongoing

(W4) RMU Hy Point Well #3
    - Piping, electrical and treatment equipment installation
      Started, February 4, 2016
      Ongoing
MISCELLANEOUS

(1) MPUA Spring Tech Days
    West Plains, MO
    March 17, 2016

(2) Pacific Crest Transformer
    Bridge School Substation

(3) RMU Personnel

- Attended by: John King
  Kyle Malone

- 12mVa transformer rebuild by Jordan Transformer
  Received, March 15, 2016
  Completed and Back Online, March 17, 2016

- Danny Pruitt, Labor I
  Resigned, February 25, 2016

- Jared McBride, Labor I promoted to
  Meter Reader/Serviceman
  Effective, March 26, 2016

- Brandon Sands, Labor I promoted to
  Meter Reader/Serviceman
  Effective, March 26, 2016
REGULAR SESSION - February 23, 2016

~ 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

FMU 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 Administrative Assistant, Donna Alexander.

* * * * *

I. APPROVAL OF MINUTES

Showalter made a motion, seconded by Williams, the minutes of the January 26, 2016 Board meeting Regular and Executive Session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS

A. BUSINESS/FINANCE MANAGER'S REPORT (Roberts)

1. The Board received the Statement of Income & Expenses reports for January 2016 (FY16).

   Roberts reviewed the January 2016 report (FY16), with the following comparisons:
   - Month-to-Date comparison of January 2016 to January 2015
     - Operating Income decreased $208,043.18. Purchased Power expense decreased $68,698.29; Operating Expenses decreased $116,960.00 resulting in a Total Operating Loss of $268,552.56 which showed a decrease of $91,083.18. Total Other Income decreased $9,792.63. Total Net Loss for January 2016 was $184,995.46, a decrease of $267,989.89 in comparison to January 2015.
   - Year-to-Date (YTD) FY2016 and FY2015
     - Operating Income decreased $543,542.46; Purchased Power expense decreased $747,272.88; Operating Expenses decreased $677,971.42 resulting in a Total Operating Loss of $61,155.18, a decrease of $134,431.96. Other Income decreased $197,094.53 resulting in a Net Loss YTD of $44,772.22, a decrease of $62,655.57 compared to the same time period last year.

   Roberts pointed out the deduction of $172,327.35 in the Other Income & Expenses column due to the wrong account number being applied to materials at the Service Department. The February statement will reflect the correction.

2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for January 2016 which included the following public utility account checks and transfers:

   - Public utility checks
     - Phelps Co Bank - Super Now, Checks #23382-23466
     - Phelps Co Bank - Electronic Pmt Acct, Check #1065

   - Transfer of funds
     - Central Federal Savings & Loan, Check #1201
     - Citizens Bank, Check #1201
     - Regions Bank, Check #1203
     - Town & Country Bank, Check #1201

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

3. Roberts reported the annual MIRMA evaluation took place February 19, 2016 in which RMU received 100%.

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 January 26, 2016:

      - Water frontage fees due on 1000 E. Lions Club Drive.
      - Easement request on Hy Point West Plat No. 1.

   b. Contractor Mains. Cason reported work continues on the water main extension for the Country Hills development off Old St. James Road and Hy Point Industrial Park West and are in the process of being flushed. A Water Service Line Replacement bid will be presented at next month’s meeting for the Maxwell Subdivision.

\[ \text{\large N.E. I.} \]
c. **RP3 Application.** Cason reported RMU receiving a designation for RP3 with the announcement to be made officially on April 4, 2016 at the APPA Engineering and Operations Conference.

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

1. **Update on current RMU projects**

   **ELECTRIC DEPARTMENT** -
   
   
   
   
   
   
   (E6) Industrial Park Substation Installation of two(2) additional reclosers and underground feeder circuits. Started, February 5, 2016. Ongoing.
   

   **WATER DEPARTMENT** -
   
   (W1) Brighton Court. Replace existing 4” and 6” ductile iron water main with 8” PVC. Started, January 11, 2016. Ongoing.
   
   (W2) 403 North Olive Street (2) 4” water taps. Completed, February 17, 2016.
   

   **MISCELLANEOUS** -

   (1) **RMU aerial truck & equipment** Annual dielectric and structural testing by Mid America Testing and Supply. Completed, January 10, 2016.
   
   (2) **Survelant Technology** New scada operating system and server installation. Completed, February 17-19, 2016.

2. **Reliability Statistics** Parker reviewed the Yearly Reliability Report on RMU with the following statistics:
   
   a. **Outage Statistics (calendar year 2015)**
      
      Average Service Availability Index = 99.9898%
      
      Customer Average Interruption Duration Index = 17.719%
      
      System Average Interruption Duration Index = 51.476%
      
      System Average Interruption Frequency Index (all) = 2.9%
   
   b. **Outage Causes (calendar year 2015)**
      
      Power Supply 0 (generation, transmission, overloaded)
      
      Equipment 13 (damage, failure, defect)
      
      Natural 43 (wildlife, weather, vegetation, lightning)
      
      Utility Human Error 2 (maintenance, construction, operations)
      
      Non-Utility Incident 2 (excavation, vandalism, fire, foreign object, vehicle accident)
      
      Unknown 26 (cause was not found)
      
      Total Outages 86

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

1. **Update on M.C. Power solar project**

   Bourne reported the Subcontractor is completing frames for the panels with delivery to begin soon. Bourne stated that major construction is on track with completion by mid-March and start-up of solar panels around the first of April.

2. **MoPEP Services and Rates Committee Update**

   a. The committee discussed ways to offer renewable pricing to customers with sustainable goals such as Universities and large Industrials who want to directly receive power from solar and/or wind sources. The program will allocate solar, wind and landfill gas resources to each member city based on prorated shares. The program is projected to be available by August 2016.

   b. In January the committee reviewed a proposal from MC Power to construct up to three solar gardens and voted to postpone the projects due to the Supreme Court stay of the Clean Power Plan.

   c. The committee discussed creating a procedure to annually track and adjust capacity pricing based on market pricing.
3. **Clean Power Plan update**
   On February 9, 2016 the U.S. Supreme Court voted to grant the applications of numerous parties to stay the Environmental Protection Agency's Clean Power Plan pending Supreme Court review. This decision will have some very important practical effects. States that have been objecting to the legality of the Clean Power Plan (CPP) may now stop their efforts to craft a compliance plan until the end of litigation. If the CPP is ultimately approved, the timetable for compliance may not be any shorter. The death of Justice Scalia may also play a factor as the court may now be split 4-4 until a replacement Justice is seated.

4. **State updates**
   a. Noranda recently declared Chapter 11 Bankruptcy proceedings. The bankruptcy is due to internal electrical problems forcing a shutdown. The bankruptcy may have an effect on IOU and Co-op rates which Bourne will be following and reporting any updates.
   b. House Bill 2078 sponsored by Century Link, would place barriers to Municipals from providing communication services like internet, and fiber optic cable leasing. Several municipalities along with Google testified in opposition to the bill at a House committee hearing at the Capitol on February 3, 2016.

5. **RMU updates**
   a. With the unsuccessful effort to date in leasing office space in the Tucker building, Bourne suggested trying a local management company to manage the property. The Board consensus was to allow Bourne to develop a short-term contract to manage the property.
   b. Bourne is working with MPUA on a model pole attachment agreement to use as our agreements are in need of updating. Using a model agreement will be consistent with other cities. Bourne also plans to work with a third party in negotiations with the Century Link pole attachment agreement.
   c. RMU is working with the City of Rolla in replacing existing water meters with AMR water meters. This is due to a large number of leaks occurring between the meter and property with a sufficient amount of water and revenue loss. AMR meters will provide the ability to receive more frequent readings which will result in detecting any leaks earlier.
   d. Annual Budget for 2017 will begin this month. Bourne will be presenting a list of capital expenses and fees to the Board at next month's meeting for review.

V. **OLD BUSINESS**
   (None)

VI. **NEW BUSINESS**
   A. 1. **RFB #16-108 Open Station Compact Tractor/Loader** *(Parker)*
      This purchase is to replace the current Kabota tractor. Staff recommended low bidder with trade-in. Crump made a motion, seconded by Williams that a purchase order be issued to Farm Power Lawn & Leisure in the amount of $37,500.00 with trade-in amount of $11,900.00 making the total purchase of $25,600.00. Motion passed unanimously.

   2. **RFB #16-109 Electric Supplies** *(Parker)*
      This is the annual purchase of electric supplies. Staff recommended low bidder. Showalter made a motion, seconded by Williams that a purchase order be issued to Fletcher Reinhardt in the amount of $119,409.35. Motion passed unanimously.

   3. **RFB #16-110 Poles** *(Parker)*
      This purchase is to annual supply of utility poles. Staff recommended low bidder. Williams made a motion, seconded by Showalter that a purchase order be issued to Thomasson Company in the amount of $19,361.00. Motion passed unanimously.

B. **Records for destruction** *(Roberts)*
   A list of records primarily from FY 2010 was provided to the Board for their review. Roberts stated this is in accordance with the state index on how long to keep records. Staff was seeking authorization for destruction. Crump made a motion, seconded by Showalter, approving the destruction of the records as presented. Motion passed unanimously.

C. **PCRMC water and electric improvements** *(Bourne)*
   Bourne reported that in August 2014, RMU staff met with PCRMC and Archer-Elgin to discuss the planned construction of the Delbert Day Cancer Institute (DDCI), and related water and electric relocations and upgrades necessary for the buildings completion. Since that time, PCRMC has applied for and received a EDA Grant in the amount of $1,407,980 for the work over several phases. It was Archer-Elgin’s interpretation from 2014 that RMU would share 50% of the cost of all the water and electric improvements which is not the case. After several meetings in the last few weeks of grant discussions, a proposal was made by Bourne with the following results:

   Project Description:
   1. 12' water main relocate around North and East side of PCRMC campus with estimated cost of...
$203,000. EDA Grant amount of $101,500 and PCRMC cost of $101,500.

2. Upgrade water main on 11th Street and Asher Avenue to 12th with an estimated cost of $90,000. EDA Grant amount of $45,000 and RMU cost of $45,000.

3. Duct Bank between 10th Street and 14th Street to facilitate new PCRMC substation with an estimated cost of $199,000. EDA Grant amount of $99,500 and PCRMC cost of $99,500.

Bourne went on to state there were several more projects RMU has forecasted around the PCRMC Campus which may fall under the EDA Grant. Crump made a motion, seconded by Showalter to accept the proposal as presented. Motion passed unanimously.

VII. EXECUTIVE SESSION  (None)

VIII. ADJOURNMENT

With no further business appearing, Williams made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:42 p.m.

Nicholas Barrack, President
Matthew Z. Williams, Secretary

The Board's next meeting is scheduled for Tuesday, March 22, 2016 at 4:30 p.m.
Special Board Meeting- February 29, 2016
Meeting was held in the Board Room at RMU’s Business Office at 4:00 p.m.

The meeting was called to order at 4:00 p.m. by Rolla Board of Public Works ("RPBW" or "Board") Vice President Albert Crump, Jr. 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

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

I. CALL TO ORDER

II. EXECUTIVE SESSION for Personnel was not held, instead the personnel section was discussed in open session as follows.

III. PERSONNEL
A. Bourne turned the floor over to Parker. Parker announced his plans to retire in February 2017. He stated his appreciation to the Board and RMU for a good career with the Utility.

B. A plan was discussed for selecting a replacement Operations Manager which included both internal and external postings for the position with the position potentially being filled on, or about, June 1, 2016. After a brief discussion, Showalter made a motion, seconded by Williams, authorizing the General Manager to implement a plan for replacement of the Operations Manager as discussed. Motion passed unanimously.

With no further business appearing, Showalter made a motion, seconded by Williams, that the meeting be adjourned. Motion passed unanimously. Meeting adjourned at 4:33 p.m.

Albert Crump Jr., Vice President
Matthew Z. Williams, Secretary
MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY March 8, 2016 5:30 P.M.

Presiding: Don Brown, Chairperson

Commission Members Present: Monte Shields, Steven Shields, Russell Schmidt, Janece Martin, Robert Anderson and Bill Lindgren, Jr.

Commission Members Absent: Matt Miller and Jack Morris

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

Chairperson Brown called the meeting to order at 5:31 p.m.

I. APPROVAL OF MINUTES
The February 9, 2016 minutes were approved.

II. REPORT ON CITY COUNCIL ACTIONS
Community Development Director John Petersen reported on the actions from the February 16, 2016 City Council Meeting.

III. PUBLIC HEARINGS:

A Public Hearing Requesting to rezone 11.9 acre tract of land located in a fractional part of the SW ¼ of the NW ¼, Section 24, Township 37 North, Range 8 West from R-1 (Single Family District) zoning to RR (Rural Residential District) zoning.

John Petersen explained the new owner’s plans to building a single family home on the property. Mr. Schmidt questioned the regulations on animal confinement. Mr. Petersen advised the RR (Rural Residential District) zoning does not address this issue. Bill Lindgren asked if any neighbors were against it. Mr. Petersen responded they have received positive feedback.

Following discussion, a motion was made by Russell Schmidt, seconded by Monte Shields to approve the Public Hearing request to rezone 11.9 acre tract of land located
in a fractional part of the SW ¼ of the NW ¼, Section 24, T37N, R8W from R-1 (Single Family District) zoning to RR (Rural Residential District) zoning. The motion was unanimously approved.

A Public Hearing request to rezone a fractional part of the Forum Plaza Shopping Center, Tracts 2 & 3, THE FORUM Subdivision, Rolla, Phelps County, Missouri from C-1 (Neighborhood Business District) zoning and C-2 (General Retail District) zoning to C-3 (Highway Commercial District) zoning. Public Hearing/first reading

Super Market Development

Mr. Petersen explained the owner’s purpose in requesting the rezoning is to sell goods from an area outside of the building. This location will be like a farm and home center. Mr. Lindgren asked if this would allow old trailers, etc., to be left parked or could this location be like a used car lot?

Mr. Brown opened the public hearing to anyone wishing to speak. Joel Riggs (Super Market Developers) 5000 Ave Kansas City, Kansas addressed the commissioners. Mr. Riggs explained the plans include remodeling the interior and exterior and a significant amount to complete the project. On the south side of the building (currently the employee parking lot) fencing off with wrought iron 8,000 square feet. This area would accommodate lawn mowers and larger equipment. Mr. Riggs explained this would be an upscale establishment, which would complement Rolla. He assured Mr. Lindgren this would not involve old trailers storage or car sales.

A motion was made by Steven Shields, seconded by Monte Shields to approve the Public Hearing request to rezone a fractional part of the Forum Plaza Shopping Center, Tracts 2 & 3, THE FORUM subdivision, Rolla, Phelps County, Missouri from C-1 (Neighborhood Business District) zoning and C-2 (General Retail District) zoning to C-3 (Highway Commercial District) zoning. The motion passed 5 to 1.

A Public Hearing request to rezone Tract A of the lost Acres Subdivision from C-3 (Highway Commercial District) zoning to R-3 (Multi-Family District) zoning. Public Hearing/first reading

(Goldberg)

This property is located on Old St. James Road and Farrar Drive. Currently this property has 4 structures on site; One is non-residential and three being residential structures.
The owner plans to use this as their primary residence. To do so legally, rezoning is required.

Following a discussion, a motion was made by Bill Lindgren, a seconded by Robert Anderson to approve the Public Hearing request to rezone Tract A of the Lost Acres Subdivision from C-3 (Highway Commercial District) zoning to R-3 (Multi-Family District) zoning. The motion was unanimously approved.

IV. OLD BUSINESS

A Final Plat of Hy Point West, Plat No. 1, a Major Subdivision, Being a fractional part of the South Half of the NE ¼ of Section 30, T38N, R7W, Rolla, Phelps County, Missouri. (Hy Point West)

B Applicant has requested the granting of a variance from the provisions Section 42-62.2(5) of Article II, Subdivision, pertaining to the use of cul-de-sacs at 600 foot intervals to reduce traffic hazards and improve traffic flow when dealing with dead end streets in residential and commercial areas. (Variance)

Matt Williams from RCDC spoke to the commissioners explaining the request for the variance excluding the turn a rounds servicing the industrial park. Cul-de-sacs will be installed on the end of each road. RCDC consulted with Ron Smith, Fire Chief and he is in support of this request.

A motion was made by Monte Shields, seconded by Steven Shields to approve the Applicant request granting a variance from the provisions Section 42-62.2(5) of Article II, Subdivisions, pertaining to the use of Cul-de-sacs at 600 foot intervals to reduce traffic hazards and improve traffic flow when dealing with dead end streets in residential and commercial areas. The motion was unanimously approved.

V. NEW BUSINESS

A Final Plat of Rolla Property LLC No. 1 – designation of Lot 1 (5.00 acres), Lot 2 (8.12 acres) and Lot 3 (31.93 acres).

This involves a prospect for the Briggs & Stratton building and development. John Petersen recommends this for approval.
A motion was made by Russell Schmidt, seconded by Bill Lindgren to approve the Final Plat of Rolla Property LLC No. 1 – designation of Lot 1 (5.00 acres), Lot 2 (8.12 acres) and Lot 3 (31.93 acres). The motion was unanimously approved.

B Final Plat of HY POINT EAST No. 1 – designation of Lot 1 (23.50 acres), Lot 2 (11.01 acres) and Lot 3 (18.16 acres).

This final plat designation is to not land lock the 40 acre tract owned by the City of Rolla.

Following a discussion, a motion was made by Janece Martin, a seconded by Monte Shields to approve the Final Plat of HY POINT EAST No. 1 – designation of Lot 1 (23.50 acres), Lot 2 (11.01 acres) and Lot 3 (18.16 acres). The motion was unanimously approved.

VI. REPORT FROM THE CHAIRPERSON, COMMITTEE OR STAFF: None

VII. OTHER BUSINESS – CITIZENS COMMENTS: None

Meeting adjourned at 6:16 P.M.
Minutes prepared by Roben Griggs
City of Rolla Fire & Rescue
February Monthly Report

Fire Calls by Month and Year

Time of Day

Incident Type Report

IV.C.1.
DEPARTMENT: Community Development     ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Request to rezone an 11.9 acre tract of land located in a Fractional Part of the SW1/4 of the NW 1/4, Section 24, T37N, R8W from R-1 (Single Family District) zoning to RR (Rural Residential District) zoning (Joyner)

DATE: 4-4-2016

GENERAL INFORMATION:

CASE #: 1-3-16

Applicant(s): Ginger K. and Paul A. Joyner, 1411 Ramsey Road, Rolla Missouri, 65401 – 4445, 573-714-4218, 573-429-2272. Email address ginger@wjv-law.com. The real estate proposed for rezoning is subject to a real estate tax sales contract signed by the applicants, a signed Application for Rezoning of Real Estate form and a Warranty Deed dated January 16, 2005.

Status of Applicant: The applicant has a contract to purchase the property.

Current Zoning/Use: The subject property is zoned for R-1 (Single Family District) zoning. The property is currently undeveloped.

Proposed Zoning /Use: The applicant is proposing to rezone the subject property from R-1 to RR. Rural Residential zoning consists of properties whose principal uses are large lot development with limited agricultural activities. The applicants propose to build one, single family home on the 11.9 acre property. Access to the interior parts of the property will rely on a private – unpaved driveway. Under Rolla city Code, private driveways in property zoned R-1 must be paved with a hard surface like concrete or asphalt. Properties located in RR zoned districts are not required to be paved due to the size of the driveways normally associated with large lot development in rural areas.

To be considered “legal”, RR zoned properties are required to have a minimum lot size of 40,000 Sq. Ft. with no more than one dwelling unit per lot. The proposed zoning will, given the size of the total tract, have no difficulty satisfying all lot coverage requirements, setbacks or open space standards.

Location: The 11.9 acre property is located north of the Wild horse Run Plat No.1 having access to Rolla Street, creating n intersection with Dana Renee Drive.

FINDINGS: The Rolla City Council may consider the following factors in their recommendation to approve, approve with conditions or deny the rezoning request.

\[ \sqrt{A}.1. \]
Request to Rezone a 11.9 acre Tract of land located in the Fractional part of the SW1/4 of the NW1/4 Sec. 24, T37N, R8W from R-1 (Single Family District) Zoning to R-R (Rural Residential District) Zoning (Joyner)
ORDINANCE NO. __________

AN ORDINANCE APPROVING THE REZONING OF AN 11.9 ACRE TRACT LOCATED IN A FRACTIONAL PART OF THE SW ¼ OF THE NW 1/4, OF SECTION 24, T37N, R8W FROM R-1 (SINGLE FAMILY DISTRICT) ZONING TO RR (RURAL RESIDENTIAL DISTRICT) ZONING. (JOYNER).

WHEREAS, an application was duly filed with the Community Development Department on January 26, 2016, requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri; and

WHEREAS, a public notice was duly published on February 20, 2016 in the Rolla Daily News for this rezoning according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, in the City of Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on March 8, 2016 at 5:30 p.m. The Planning and Zoning Commission unanimously recommended that City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the City Council, during its March 21, 2016 meeting, conducted a public hearing concerning the proposed rezoning and heard the first reading of the subject ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan, is hereby amended by changing the zoning classification of the following described property situated within the City of Rolla, Missouri, from R-1 (Single Family District) zoning to RR (Rural Residential District) zoning:

LEGAL DESCRIPTION
(For Rezoning)

An 11.9 acre tract located in a fractional part of the SW ¼ of the NW 1/4, of Section 24, T37N, R8W from R-1(Single Family District) Zoning to RR (Rural Residential District) zoning.

SECTION 2: The owners of the subject tract of land herein platted do hereby agree to 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 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

\[ \text{\textsc{V.A. 4}} \]
received and approved by the City of Rolla, Missouri. The above-mentioned public improvements shall be completed pursuant to the agreement between applicant and the City of Rolla for the completion of such improvements as required by the Rolla City Code.

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


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Request to rezone a fractional part of the Forum Plaza Shopping Center,
Tracts 2 & 3, THE FORUM Subdivision, Rolla, Phelps County, Missouri from C-1 (Neighborhood Business District) zoning and C-2 (General Retail District) zoning to C-3 (Highway Commercial District) zoning.
(Super Market Developers)

DATE: 4-4-2016

GENERAL INFORMATION:

Case #: 1-2-16

Applicant(s): Super Market Developers, Inc. 500 Kansas Avenue, Kansas City, Mo 66106 Phone Number: 913-288-1004. E-mail joel.riggs@awginc.com.

Status of Applicant: The applicant owns the property.

Current Zoning/Use: The subject property is zoned C-1 and C-2 and consists of 4.56 acres. The applicant is requesting that the entire property be rezoned to C-3 to permit the outside storage and display of merchandise for sale to the public. The property is currently developed, although the majority of the buildings space within the subject property is vacant. There is a total of 49,975 sq. ft. in building space. At present, 46,938 sq. ft. remains as vacant building space.

Proposed Use: Commercial/retail use with 198,633 sq. ft. including space used as an exterior display area. The applicant is proposing to renovate some of the existing building space and would rent space for new commercial activities.

Location: The property is located at the northeast corner of East 10th Street and Forum Drive. The address is 1040 Forum Drive. The Assessor’s Account Number 6834 is another means to identify the location of this space.

Parking: The site currently has 191 parking spaces available for use. Under present regulations, the owners would be required to provide a total of 160 parking spaces. Based on the analysis of proposed retail space allocation, there would be sufficient parking space to accommodate the redevelopment of the Forum Plaza Shopping Center.

PUBLIC COMMENT / ISSUES: No significant issues were raised by the Development Review Committee Members at their February 23rd meeting and at the Commission’s March 8
2016 public hearing. The status of the project development issues were discussed along with parking issues and the need/status for development plans were reviewed.

**REVIEW AND RECOMMENDATION:** It is the Commission’s recommendation that the City Council should approve the proposed rezoning for C-1 and C-2 to C-3 for areas to be used as an outside commercial storage and display area.

**ACTION REQUIRED:** Motion to recommend (approval/denial) or approval with conditions, of the request to rezone parts of THE FORUM Shopping Center subdivision.

**ATTACHMENTS:** Zoning Map, list of property owner within 185’ feet, affidavit of publication
Request to Rezone a Fractional Part of the Forum Plaza Shopping Center, Tracts 2 & 3, THE FORUM, Rolla, Phelps County, Mo from C-2 (General Retail District) Zoning and C-1 (Neighborhood Business District) Zoning to C-3 Highway Commercial District) Zoning (Super Market Developers)

Location Map

Area of Interest

Zoning Classification

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

City of ROLLA
P.W.D. Mapping Office
January, 2016
ORDINANCE NO. __________

AN ORDINANCE APPROVING THE REZONING OF A 4.56 ACRE TRACT DESCRIBED AS A FRACTIONAL PART OF THE FORUM SHOPPING CENTER, TRACTS 2 & 3 FROM C-1 (NEIGHBORHOOD BUSINESS DISTRICT) ZONING AND C-2 (GENERAL RETAIL DISTRICT) ZONING TO C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING. (SUPER MARKET DEVELOPERS).

WHEREAS, an application was duly filed with the Community Development Department on January 26, 2016, requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri; and

WHEREAS, a public notice was duly published on February 20, 2016 in the Rolla Daily News for this rezoning according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, in the City of Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on March 8, 2016 at 5:30 p.m. The Planning and Zoning Commission unanimously recommended that City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the City Council, during its March 21, 2016, meeting, conducted a public hearing concerning the proposed rezoning and heard the first reading of the attached ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan, is hereby amended by changing the zoning classification of the following described property situated within the City of Rolla, Missouri, from C-1 (Neighborhood Business District) zoning and C-2 (General Retail District) zoning to C-3 (Highway Commercial District) zoning described as follows:

LEGAL DESCRIPTION

A fractional part of Tracts 2 and 3 of the Forum, Rolla, Missouri more particularly described as follows: Beginning at the Northeast Corner of Lot 1 of Rolla Federal Credit Union Subdivision, Rolla, Missouri; thence South 87°58'47" East, 191.39 feet; thence East, 182.46 feet to the West line of a parcel described in Phelps County Deed Records at Book 351, Page 13; thence South 0°12'04" East, 109.86 feet along said West line to the southwest corner of said Book 351, Page 13 parcel; thence North 89°47'56" East, 110.00 feet along the South line of said Book 351, Page 13 parcel to the northwest corner of a parcel described in Phelps County Deed Records at Book 299, Page 298; thence South 0°12'04" East, 304.53 feet along the West line of said Book 299, Page 298 parcel to the North right of way of Tenth Street; thence South 89°18'28" West, 486.02 feet along said North right of way to the southeast corner of a parcel described in Phelps County Deed Records at Book 393, Page 107; thence North 0°06'28" East, 150.10 feet along the east line of said Book 393, Page 107 parcel to its northeast corner; thence South 89°37'28" West, 135.21 feet along the North line of said Book 393, Page 107 parcel to the east right of
Ordinance No. _____________
Page 2

way of Forum Drive; thence northerly, 57.95 feet along the arc of a curve, concave westerly with a radius of 848.51 feet, the chord of which is North 5°48'10" East, 57.94 feet along said East right of way to the southwest corner of the aforesaid Lot 1 of Rolla Federal Credit Union Subdivision; thence North 88°59'28" East, 129.48 feet along the South line of Lot 1 to its southeast corner; thence North 0°06'28" East, 217.48 feet along the East line of Lot 1 to the point of beginning. Above described tract contains 4.56 acres, more or less, description derived from survey order number 204585, dated December 18, 2014, by James Surveying Company.

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

SECTION 2: The owners of the subject tract of land herein platted do hereby agree to 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 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 applicant and the City of Rolla for the completion of such improvements as required by the Rolla City Code.

SECTION 3: The property owner and/or tenant shall maintain no less than 160 designated parking spaces to serve the businesses located at 1140, 1100, and 1040 Forum Drive.

SECTION 4: The storage, display or sale of merchandise outdoors shall be limited to the area south of the building and north of tenth street, and immediately adjacent to the west side of the building.

SECTION 5: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

\[\_\_\_\_\_\_\]
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Request to rezone Tract A of the Lost Acres Subdivision from C-3 Highway Commercial District) zoning to R-3 (Multi-Family District) zoning.

(Goldberg)

DATE: 4-4-2015

GENERAL INFORMATION:

CASE #: 1-4-16

Applicant(s): The Goldberg Family Trust, 2180 to 2184 Old St. James Road, Rolla, Mo 65401. Phone 573-355-2981. Goldberg@yahoo.com. The subject property is owned by the Goldberg Family Trust based on real property tax sales contract and the signed Application for Rezoning of Real Estate form.

Current Zoning/Use: The current zoning for the subject property is C-3 (Highway Commercial District) zoning. The Site layout shows that there are four main structures, three of them appear to be residential uses and one as a commercial/storage building on the subject property.

Proposed Use: The applicant has requested the rezoning to R-3 from C-3 to allow multiple buildings on a lot which will permit a legal non-conforming uses to continue. To be considered “legal”, R-3 zoned properties are required to have a minimum lot size or “building foot print” of 7,500 square feet for the first 2 units plus 1,500 square feet for each additional dwelling unit. The proposed rezoning will, given the size of tract A, should have no difficulty satisfying all lot coverage requirements, setbacks, or open space standards.

Location: The subject property consists of a single .95 acre tract located at the southeast intersection of Farrar Drive and Old St. James Road, with access to and adjoining Farrar Drive. The Assessor’s Account number for this property (# 6158.01) is another means to identify the location of the subject property.

Surrounding Zoning/Land Use:

North--- NZ/ Commercial – Twitty Industrial Park.
South--- R-3/ multi-family units
East--- C-3 / vacant
West--- M-1/RMU

PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee members at their February 23 2016 meeting and with the Planning and
Zoning Commission at their March 8, 2016 meeting. The proposed rezoning was advertised in the RDN on February 20/21, 2015.

**COMMISSION REVIEW AND RECOMMENDATION:** It was the recommendation of the Planning and Zoning Commission that the City Council should zone the subject property as requested by the applicant.

**ACTION REQUIRED:** Motion to recommend approval, denial, or approval with conditions of the request to zone the subject property by City Council.

**ATTACHMENTS:**
- Zoning Request from applicant
- Zoning area map
- Affidavit of publication

CC: Goldberg
Request to Rezone Tract A & Lost Acres Subdivision from C-3 (Highway Commercial District) Zoning to R-3 (Multi-Family District) Zoning (Goldberg)
ORDINANCE NO. __________

AN ORDINANCE APPROVING THE REZONING OF A .95 ACRE PARCEL LOCATED IN THE LOST ACRES SUBDIVISION, LOT "A", TO BE REZONED FROM C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING TO R-3 (MULTI-FAMILY DISTRICT) ZONING.

(GOLDBERG)

WHEREAS, an application was duly filed with the Community Development Department on January 26, 2016, requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri; and

WHEREAS, a public notice was duly published on February 20, 2016 in the Rolla Daily News for this rezoning according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, in the City of Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on March 8, 2016 at 5:30 p.m. The Planning and Zoning Commission unanimously recommended that City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the City Council, during its March 21, 2016 meeting, conducted a public hearing concerning the proposed rezoning and heard the first reading of the subject ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan, is hereby amended by changing the zoning classification of the following described property situated within the City of Rolla, Missouri, from C-3 (Highway Commercial District) zoning to R-3 (Multi-Family District) zoning described as follows:

LEGAL DESCRIPTION

All of Lot A of the Lost Acres Subdivision.

SECTION 2: The owners of the subject tract of land herein platted do hereby agree to 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 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

[Signature]
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 applicant and the City of Rolla for the completion of such improvements as required by the Rolla City Code.

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


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

\[\text{Signature}\]
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Request by S&T – Interfraternity Council – Sept. 2016 Greek Week Games

BUDGET APPROPRIATION (IF APPLICABLE) N/A       DATE: April 4, 2016

COMMENTARY:

The S&T IFC is again requesting use of the Rolla National Airport Extravaganza site for their Greek Week games on September 10 and 17. The event has taken place for 14+ years and cooperation has generally been excellent. The request includes a license for beer sales, which requires a State license, insurance, security, and bus transportation for all participants with the exception of event organizers.

Recommendation: Motion to approve use of RNA fields for Greek Week Games in September 2016 with proper beer sales.
City of Rolla
City Hall P.O. Box 979
Rolla, MO 65401

Mr. John Butz,

I would like to request the use of the Eulessian Fields/Extravaganza Site at the Rolla National Airport on the behalf of the Missouri S&T Interfraternity Council for our Annual Greek Week Games Saturday, September 10th, 2016, and Saturday, September 17th, 2016. Participation in the games will be limited to members of the Missouri S&T Greek community which will be taken to and from the fields via buses provided by the Council. We will also provide stickers for all vehicles with an express purpose of being on Airport grounds and additional oversight on Greek Week Game boundaries to ensure separation from aviation areas. I would also enjoy the privilege to work on said fields during times they are not in use to provide maintenance and mowing before the games.

The Council would also like to request to have alcohol present from a local permitted and licensed vendor as we have in years past. We will be hiring two members of the Rolla Sheriff’s Department to check ID’s and will be following or Risk Management Policies approved by the campus for the event. We are currently pursuing the same insurance policy through the Campus as we have used the past couple of years with the city listed as reinsured.

I, or someone of our Executive Board, will be able to attend any of the upcoming City Council meetings to answer any questions anyone might have. If you have any questions for me directly, please feel free to call me or email me.

Sincerely,

Dan Ederle
IFC Fields Chair
Cell: 314-583-6167
Email: dsehxf@mst.edu

VI. A. 2.
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Resolution Authorizing Vacating of Old Utility Easement – Briggs Building

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: April 4, 2016

COMMENTARY:

As briefly mentioned at the last meeting in reviewing closing documents between Big Industrial, LLC, and Hartmann US, a cloud appeared on the title consisting of an old unused and abandoned telephone easement that extended through the Briggs building. The City had no need of the easement but was named as the receiving party when originally vacated. The attached Quit Claim Deed releases any interest or claim to the abandoned easement.

Recommendation: Motion to approve the Quit Claim Deed release of the abandoned telephone easement through the old Briggs & Stratton building.
RESOLUTION NO.__________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CORPORATION QUIT CLAIM DEED BETWEEN THE CITY OF ROLLA, MISSOURI, AND ROLLA PROPERTY, LLC.

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

Section 1: That the Mayor of the City of Rolla, Missouri is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a corporation quit claim deed between the City of Rolla, Missouri, and Rolla Property, LLC. A copy of said corporation quit claim deed being attached hereto and marked Exhibit A.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

VI. 6:30
CORPORATION QUIT CLAIM DEED

THIS INDENTURE made as of the date set forth below by and between The City of Rolla, a Missouri municipality of the third class, Grantor, and Rolla Property, LLC, a Missouri limited liability company, Grantee.

WITNESSETH, That the said Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other valuable consideration, to it paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents, REMISE, RELEASE and FOREVER QUITCLAIM unto the said Grantee, the parcel of land lying, being and situate in the Phelps County, Missouri, more particularly described on the attached Exhibit “A”, made a part hereof. The purpose of this deed is to clear unnecessary easements granted to Grantor when property was held by a prior owner.

THE UNDERSIGNED hereby acknowledges and confirms that this conveyance, and execution of this deed, was duly authorized by the city council of The City of Rolla, Missouri, at a regular meeting held March 21, 2016, and that such approval is duly evidenced in the minutes of said meeting.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee, his/her heirs and assigns, forever so that neither the said Grantor nor its successors nor any other person or persons for it or in its name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof; but they and every one of them shall be, by these presents, excluded and forever barred.

[SIGNATURES APPEAR ON NEXT PAGE]
SIGNED on behalf of Grantor this April ___, 2016.

By: ________________________________

The City of Rolla
A Missouri Municipal Corporation
Louis J. Magdits IV, Mayor

Attest:
Carol L. Daniels, City Clerk
STATE OF MISSOURI | SS.
COUNTY OF PHELPS |

On this April ___, 2016, before me personally appeared Louis J. Magdits IV, Mayor of The City of Rolla, a Missouri municipal corporation of the third class, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same on behalf of said City by authority of it's the Rolla City Council and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year first above written.

RUBBER STAMP/SEAL:
X

NOTARY PUBLIC
Print Name:

Exhibit “A”

Phelps County, Missouri, real estate described as:
A TRACT OF LAND BEING PART OF: SECTIONS 29, & 30 TOWNSHIP 38 NORTH,
RANGE 7 WEST, CITY OF ROLLA, COUNTY OF PHELPS, STATE OF MISSOURI.

Said Land of GRANTEES being subject to: 16.5' WIDE EASEMENTS PER PLAT BOOK 142/
PAGE 547, & PAGE 564 in favor of AT&T Missouri, Easement areas are indicated upon Plat
recorded as "BY-POINT INDUSTRIAL PARK" Plat Cabinet B Slide 224, and as indicated
upon SURVEY NO. R12985 (Boundary Survey of Briggs & Stratton Plant Site) by Elgin
Surveying and Engineering Inc, as recorded within The Recorder of Deeds Office Phelps
County, Missouri.

Including all appurtenant easements inuring to the benefit of the above land as the dominant tenement and
subject to all easements to which the above land is the servient tenement. Subject to all dedications, covenants,
reservations and restrictions on use of record.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Ordinance Approving Ch. 100 Bond Project & EEZ Benefits for Hartmann US

BUDGET APPROPRIATION (IF APPLICABLE) $65 million DATE: April 4, 2016

COMMENTARY:

The City is very fortunate to have Hartmann US acquiring the Briggs & Stratton building for their first and only US plant – compressed fiber egg packaging facility. Hartmann anticipates operating in the first quarter of 2017 with substantial equipment investment along with employment ramp-up in the second half of 2016. The MO Dept. of Economic Development, MO Partnership, RREC and the City of Rolla/RMU played key roles in the recruitment effort.

One of the significant incentives offered Hartmann was tax-exempt Ch. 100 bonds for plant equipment over the next six years tied to investment and employment topping out at 117 FTE’s (minimum job count of 90 FTEs for full benefits). Ch. 100 Bonds is a Statutory manufacturing incentive program that exempts equipment from personal property taxes as the City holds the equipment asset. The bonds are retired by lease payments obligated by the Company with no risk or financial responsibility by the City. The City of Rolla participated in our first Ch. 100 bond program in 2003 with Brewer Science – a very successful effort. Ch. 100 bond documents are complex and extensive. Full copies of the bond documents are on file in the City Clerk’s office, including the following documents not in Council packets by reference: Lease Agreement, Bond Purchase Agreement, and Trust Indenture).

Final reading of the Ch. 100 bond ordinance and documents is scheduled for April 18. Simultaneously the Company qualifies for property tax exemption for the new 23,000 SF expansion but full taxes will be paid on the primary building.

The RMU Board of Public Works has formally approved the utility incentive program, which was also part of the initial tax incentive

Recommendation: First reading.
AN ORDINANCE AUTHORIZING THE CITY OF ROLLA, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS (HARTMANN US INC. PROJECT), SERIES 2016, IN A PRINCIPAL AMOUNT NOT TO EXCEED $65,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF EQUIPPING A FACILITY FOR AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; APPROVING A PLAN FOR THE PROJECT; AUTHORIZING REAL PROPERTY TAX ABATEMENT AS PART OF AN ENHANCED ENTERPRISE ZONE; AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROVISION OF TAX ABATEMENT.

WHEREAS, the City of Rolla, Missouri, a third-class city and political subdivision of the State of Missouri (the "City"), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 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) 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, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the Act requires the City to prepare a plan in connection with any industrial development project undertaken pursuant to the Act; and

WHEREAS, a Plan for an Industrial Development Project (the "Plan") has been prepared in the form of Exhibit A attached hereto; and

WHEREAS, notice of the City's consideration of the Plan has been given in the manner required by the Act, and the City Council has fairly and duly considered all comments submitted to the City Council regarding the proposed Plan; and

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue its Taxable Industrial Revenue Bonds (Hartmann US Inc. Project), Series 2016, in the maximum principal amount of $65,000,000 (the "Bonds"), for the purpose of acquiring and installing certain personal property (the "Project Equipment") at the manufacturing facility located at 3701 Hy Point Boulevard in the City, as more fully described in the Indenture and in the Lease Agreement hereinafter authorized (the "Facility"); (3) lease the Project Equipment to Hartmann US Inc., a Missouri corporation (the "Company"); and (4) enter into a Performance Agreement with the Company, under which the Company will make certain payments to the City in consideration of the City issuing the Bonds; and

WHEREAS, the Facility is located in an Enhanced Enterprise Zone established in accordance with Sections 135.950 to 135.973, inclusive, of the Revised Statutes of Missouri, as amended (the "EEZ Act") and, as such, the City wishes to extend real property tax abatement to the Facility upon the terms described in the herein-defined Performance Agreement; and

\[ \sqrt{V} \, C. L. \]
WHEREAS, on April 18, 2016, the City Council held a duly-noticed public hearing regarding the proposed real property tax abatement described in the Performance Agreement; and

WHEREAS, the Facility is expected to use a significant amount of utility services and, as such, the City wishes to extend certain utility service incentives to the Company upon the terms described in the Performance Agreement; and

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Approval of the Plan. The City Council hereby approves the Plan for an Industrial Development Project attached as Exhibit A hereto.

Section 2. Authorization for the Project. The City is hereby authorized to provide for the purchase and installation of the Project Equipment, all in the manner and as more particularly described in the Indenture and the Lease Agreement hereinafter authorized.

Section 3. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds as described in the recitals hereto for the purpose of providing funds to pay the costs of the Project Equipment. The Bonds shall be issued and secured pursuant to the Indenture described below and shall have such terms, provisions, covenants and agreements as are set forth in the Indenture.

Section 4. Limitation on Liability. The Bonds and the interest thereon shall be limited obligations of the City, payable solely out of certain payments, revenues and receipts derived by the City from the Lease Agreement described below. Such payments, revenues and receipts shall be pledged and assigned to the bond trustee named therein (the “Trustee”) as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State of Missouri (the “State”) or any political subdivision thereof, and neither the City nor the State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 5. Authorization of Documents. The City is hereby authorized to enter into the following documents (the “City Documents”), in substantially the forms presented to and approved by the City Council and attached to this Ordinance, with such changes therein as shall be approved by the officials of the City executing the documents, such officials’ signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture (the “Indenture”) between the City and the Trustee, in substantially the form attached hereto as Exhibit B, pursuant to which the Bonds will be issued and the City will pledge the Project Equipment and assign certain of the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Indenture.

(b) Lease Agreement (the “Lease Agreement”) between the City and the Company, in substantially the form attached hereto as Exhibit C, under which the City will lease the Project Equipment to the Company pursuant to the terms and conditions in the Lease Agreement, in
consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

(c) Bond Purchase Agreement between the City and the Company, in substantially the form attached hereto as Exhibit D.

(d) Performance Agreement between the City and the Company, and joined to with respect to certain sections by the Office of the Phelps County Assessor and the Rolla Board of Public Works, in substantially the form attached hereto as Exhibit E.

Section 6. Execution of Documents. The Mayor is hereby authorized to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor is hereby authorized to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7. Ratification of Prior Actions. All prior actions taken by the City staff and consultants in conjunction with the preparation of the Plan and the City Documents are hereby ratified and confirmed.

Section 8. Enhanced Enterprise Zone. The Facility shall be subject to tax abatement pursuant to the EEZ Act in the amount and for the duration set forth in the Performance Agreement. Such tax abatement shall apply to all jurisdictions levying ad valorem real property taxes on the Facility. A copy of this Ordinance shall be provided to the director of the department of economic within 30 days following its adoption.

Section 9. Further Authority. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor is hereby authorized, through the term of the Lease Agreement, to execute all documents on behalf of the City (including documents pertaining to the transfer of property) as may be required to carry out and comply with the intent of this Ordinance, the Indenture and the Lease Agreement. The Mayor is further authorized, on behalf of the City, to grant such consents and waivers relating to the Bonds, the Indenture, the Lease Agreement or the Performance Agreement as may be requested during the term thereof; provided, such consents and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease Agreement or the tax exemption as provided for therein, or materially change the nature of the transaction.

Section 10. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage and approval.

\[\text{VI, C.4.}\]
PASSED this ___ day of April, 2016.

Mayor

Attest:

City Clerk
EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

(On file in the office of the City Clerk)
EXHIBIT B
TRUST INDENTURE

(On file in the office of the City Clerk)
EXHIBIT C
LEASE AGREEMENT

(On file in the office of the City Clerk)
EXHIBIT D

BOND PURCHASE AGREEMENT

(On file in the office of the City Clerk)
EXHIBIT E

PERFORMANCE AGREEMENT

(On file in the office of the City Clerk)
PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of April 1, 2016, as from time to time amended and supplemented in accordance with the provisions hereof (this “Agreement”), is between the CITY OF ROLLA, MISSOURI, a third-class city organized and existing under the laws of the State of Missouri (the “City”), and HARTMANN US INC., a corporation organized and existing under the laws of the State of Missouri (the “Company”), and joined to with respect to certain sections by the OFFICE OF THE PHELPS COUNTY ASSESSOR (the “Assessor”) and the ROLLA BOARD OF PUBLIC WORKS (“RBPW”).

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 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) 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, office industry and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. On April ___, 2016, the City Council passed Ordinance No. _____ (the “Ordinance”) pursuant to the Act, authorizing the City to issue its Taxable Industrial Revenue Bonds (Hartmann US Inc. Project), Series 2016, in the maximum principal amount of $61,750,000 (the “Bonds”). The proceeds of the Bonds will be used to acquire personal property (the “Project Equipment,” as more fully described in Exhibit A) for use at the Company’s facility located at 3701 Hy Point Boulevard in the City (the “Facility”).

3. The City will acquire the Project Equipment and lease it to the Company pursuant to a Lease Agreement to be entered into by and between the City and the Company (the “Lease”). Under the Lease, the City, as lessor, will purchase and install, or will cause the Company to purchase and install, the Project Equipment.

4. The Facility is located in an Enhanced Enterprise Zone established in accordance with Sections 135.950 to 135.973, inclusive, of the Revised Statutes of Missouri, as amended (the “EEZ Act”) and, as such, the City wishes to extend real property tax abatement to the Facility upon the terms described herein.

5. The Facility is expected to use a significant amount of utility services and, as such, the City, through the RBPW, wishes to extend certain utility service incentives to the Company upon the terms described herein.

6. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to cause the purchase and installation of the Project Equipment, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby represent, covenant and agree as follows:

\[\text{signature}\]

\[\text{signature}\]
ARTICLE I
DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals, the following words and terms as used herein shall have the following meanings:

“Affiliate” means any entity that controls, is controlled by or under common control with the Company.

“Agreement” means this Performance Agreement dated as of April 1, 2016, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Annual Compliance Report” means the annual report required to be submitted by the Company to the City pursuant to Section 5.7.

“Collector” means (a) the Collector of Revenue of Phelps County, Missouri or (b) if the Collector of Revenue of Phelps County, Missouri will not perform the responsibilities of the Collector hereunder, the City.

“Elective Phase” means the means the acquisition and installation of up to $10,000,000 of additional Project Equipment following the completion of Phase 3, or the increase in the amount of Project Equipment acquired and installed in each of Phase I, Phase 2 and Phase 3 by up to a total $10,000,000.

“Event of Default” means any Event of Default as provided in Section 7.1.

“Facility” means the Company’s manufacturing facility located at 3701 Hy Point Boulevard in the City.

“Job” means a full-time equivalent employment position at the Facility of not less than 35 hours per week, which includes normal full-time employee benefits offered by the Company or an Affiliate. Positions filled by workers who are not directly employed by the Company or an Affiliate do not qualify as “Jobs” for purposes of this definition. Positions, which if included in the calculation of Jobs, would cause the average hourly wage of the Jobs to be less than 90% of the average hourly wage in Phelps County, do not qualify as “Jobs” for purposes of this definition.

“Job Deficiency Ratio” means the ratio determined pursuant to the following formula:

\[
\text{Jobs Deficiency Ratio} = \frac{\text{Projected Jobs} - \text{Jobs certified on Annual Compliance Report}}{\text{Projected Jobs}}
\]

“Minimum Jobs” means, with respect to the applicable calendar year, the following number of Jobs:

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<th>Year</th>
<th>Minimum Number of Jobs</th>
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<td>2016</td>
<td>35</td>
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<td>2017</td>
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<td>2018</td>
<td>35</td>
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<td>Year</td>
<td>Projected Number of Jobs</td>
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<td>2016</td>
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<td>74</td>
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<td>2023</td>
<td>117</td>
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<td>and subsequent years</td>
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</table>

“Phase 1” means the acquisition and installation of up to $17,750,000 of Project Equipment.

“Phase 2” means the acquisition and installation of up to $17,000,000 of Project Equipment following the completion of Phase 1.

“Phase 3” means the acquisition and installation of up to $17,000,000 of Project Equipment following the completion of Phase 2.

“Phase Initiation Date” means the earlier of (a) the date when the initial Requisition Certificate relating to Phase 1, Phase 2, Phase 3, or the Elective Phase, as applicable, is submitted by the Company to the City pursuant to the Lease, or (b) December 31, 2017 with respect to Phase 1, December 31, 2019 with respect to Phase 2, December 31, 2022 with respect to Phase 3, and December 31, 2024 with respect to any part of the Elective Phase additional Project Equipment not allocated to a prior Phase.

“PILOT Payments” means the payments in lieu of taxes provided for in Article III.

“Project Costs” means all costs of acquiring and installing the Project Equipment.

“Project Equipment” shall have the meaning set forth in Exhibit A.

“Projected Jobs” means, with respect to the applicable calendar year, the following number of Jobs:
ARTICLE II
ISSUANCE OF BONDS

Section 2.1. Issuance of the Bonds. As described herein, the City intends to issue the Bonds (to be purchased by the Company) under the Act for the purpose of paying a portion of the Project Costs. In connection with the issuance of the Bonds, the City will acquire title to the Project Equipment from the Company.

ARTICLE III
PROPERTY TAX EXEMPTION;
PILOT PAYMENTS

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project Equipment, the City expects that the Project Equipment will be exempt from ad valorem taxes on personal property.

Section 3.2. Payments in Lieu of Taxes.

(a) The Company covenants and agrees that, during each year the Project Equipment is exempt from ad valorem personal property taxes by reason of the City’s ownership thereof, the Company will make PILOT Payments in the specified amounts and at the times set forth in this Article III.

(b) The Assessor will, until this Agreement is terminated, determine an assessed valuation with respect to the Project Equipment in accordance with Article X, Section 4(b) of the Missouri Constitution and Section 137.115 of the Revised Statutes of Missouri, as amended, as if title to the Project Equipment were in the name of the Company and not the City. Such assessment shall be performed as of January 1 of each year. To facilitate the assessment, the Company agrees to provide to the Assessor each year, by the same date on which property declarations are required by law to be made, a report that includes (1) a list of the Project Equipment and the cost thereof, in form and content consistent with the personal property declarations that the Company makes with respect to any personal property located at the Project Site and (2) such other information as the Assessor may reasonably require to complete the assessment of the Project Equipment. The itemization shall be consistent with the information provided to the City and the Trustee under Section 4.2 of the Lease, and shall be of sufficient specificity so as to enable the Assessor to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City) and which personal property does not constitute Project Equipment (and therefore is owned by the Company). Notwithstanding anything to the contrary contained herein, if any question arises regarding the effective date of the City’s acquisition of any Project Equipment (and, correspondingly, the effective date of the tax exemption of such Project Equipment), the City shall make a final determination of the effective date and notify the Assessor accordingly.

(c) The Assessor shall notify the Company of the assessed valuation in writing. The Company shall notify the City and the Assessor if the Company has not received such notice by July 1.

(d) On or about the same date on which the Collector notifies taxpayers of taxes due under Missouri law, the Collector shall notify the Company of the amount of PILOT Payments due hereunder. The Company shall notify the City and the Assessor if the Company has not received such notice by December 1. Except as may otherwise be provided herein, the PILOT Payments shall be calculated
separately for each of Phase 1, Phase 2 and Phase 3 (and the Elective Phase, to the extent that the Elective Phase is not allocated to a prior Phase) as follows:

(1) For each of the first through fifth calendar years following the applicable Phase Initiation Date, 25% of the actual personal property taxes that would have otherwise been payable on the Project Equipment for the applicable Phase but for the City’s ownership thereof;

(2) For each of the sixth through tenth calendar years following the applicable Phase Initiation Date, 50% of the actual personal property taxes that would have otherwise been payable on the Project Equipment for the applicable Phase but for the City’s ownership thereof; and

(3) Beginning in the eleventh calendar year following the applicable Phase Initiation Date and for each calendar year thereafter until the Project Equipment for the applicable Phase is transferred to the Company, 100% of the actual personal property taxes that would have otherwise been payable on the Project Equipment for the applicable Phase, but for the City’s ownership thereof.

For example, if Phase 1 begins in 2016, Phase 2 begins in 2018 and Phase 3 begins in 2020, then Phase 1 Project Equipment will be exempt from personal property taxation (but subject to the PILOT Payments described in (1) and (2) above) during 2017 through 2026, Phase 2 Project Equipment will be exempt from personal property taxation (but subject to the PILOT Payments described in (1) and (2) above) during 2019 through 2028, and Phase 3 Project Equipment will be exempt from personal property taxation (but subject to the PILOT Payments described in (1) and (2) above) during 2021 through 2030.

(e) Each PILOT Payment shall be payable to the Collector. The Company covenants and agrees to make such PILOT Payments on or before December 31 of each year during the term of this Agreement. The Company’s failure to receive notices under (c) or (d) of this Section does not relieve the Company of its obligation to make the applicable PILOT Payments by December 31 as provided herein.

(f) Within 30 days after receipt of each PILOT Payment, the Collector shall, after deducting its customary fee for collection thereof, divide each PILOT Payment among the taxing jurisdictions in proportion to the amount of the then-current ad valorem tax levy of each taxing jurisdiction.

(g) The Company hereby acknowledges that certain reports and notifications provided by the Assessor or the Collector may show an adjusted assessed value of the Project Equipment rather than the actual assessed value of the Project Equipment for the purpose of facilitating the calculation of PILOT Payments. The Company agrees not to rely on such adjusted values as the actual assessed value of the Project Equipment. The Company can contact the Assessor’s office or the Director of Compliance to confirm the actual assessed value of the Project Equipment.

Section 3.3. Adjustment of PILOT Payments for Failure to Maintain Jobs.

(a) The Company will use commercially reasonable efforts to create and maintain the Projected Jobs.

(b) An “Additional PILOT Payment” shall be required in every year that the number of Jobs shown on an Annual Compliance Report is less than the Projected Jobs for the applicable calendar year. The Additional PILOT Payment shall equal the Job Deficiency Ratio multiplied by the actual personal property taxes that would have otherwise been payable on the Project Equipment, but for the tax exemption described herein. For example, if, for calendar year 2018, the Company would owe $100,000 of personal property taxes on the Project Equipment, but for the tax exemption described herein, and, based on the Annual Compliance Report submitted on January 31, 2018, the Job Deficiency Ratio is 5%,
then the Company would owe an Additional PILOT Payment of $5,000 for 2018 (i.e., $100,000 * 5% = $5,000).

(c) Notwithstanding the foregoing, in any year that the number of Jobs shown on an Annual Compliance Report is less than the Minimum Jobs for the applicable calendar year, the Company shall pay an Additional PILOT Payment equal to 100% of the actual personal property taxes that would have otherwise been payable on the Project Equipment, but for the tax exemption described herein, less any other PILOT Payments required by this Article (i.e., in no event will the total PILOT Payments and Additional PILOT Payments exceed 100% of the personal property taxes that would otherwise be due on the Project, but for the tax exemption described herein).

(d) Notwithstanding the provisions of Section 3.3, upon certification by the Company that unforeseeable business conditions have caused the Company to employ less than the Projected Jobs, the Company may appeal to the City Council, which may, in its sole discretion, waive any Additional PILOT Payment. Subject to Section 7.1(d), the sole remedy for not maintaining or achieving the Projected Jobs is the payment of an Additional PILOT Payment, to the extent not waived by the City.

(e) The Company shall pay any Additional PILOT Payment to the Collector on or before December 31 of the calendar year in which such Additional PILOT Payment is due.

(f) The City shall notify the Assessor and the Collector if any Additional PILOT Payment is due.

Section 3.4. Obligation to Effect Tax Abatement. The City shall, at the Company’s request and at the Company’s expense, take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the exemption referred to in Section 3.1 above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein, and the City shall not be required to file or participate in any litigation to effect the exemption. The City covenants that it will not voluntarily take any action intended to cause or induce the levy or assessment of ad valorem taxes on the Project Equipment. If such a levy or assessment occurs, the City shall, at the Company’s request and at the Company’s expense, cooperate with the Company in all reasonable ways to prevent and/or remove any levy or assessment against the Project Equipment.

Section 3.5. Other Property Taxes in Connection with the Project Equipment; Credits. The property tax exemption provided by the City’s ownership of the Project Equipment is expected to apply to all interests in the Project Equipment during the period it is owned by the City. If any ad valorem property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project Equipment during the period the City owns the Project Equipment (including, without limitation, any ad valorem taxes levied against the Company’s rights in the Lease), the amount of ad valorem tax payments related to such levy or levies that are paid by the Company and received by the Collector shall be credited against and reduce on a pro rata basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project Equipment that the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.6. No Abatement on Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not eliminate any licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project Equipment. The Company hereby agrees to make payments with respect to all licenses and fees that would otherwise be due with respect to the Project Equipment if such Project Equipment were not owned by the City.
Section 3.7. PILOT Payment if Company Purchases the Project.

(a) If the Company exercises its option to purchase all of the Project Equipment pursuant to Section 11.1 of the Lease before the Collector notifies the Company of the annual PILOT Payment due under this Agreement, the Company shall pay to the City an amount equal to 100% of the ad valorem personal property taxes that would have been payable to each taxing jurisdiction, but for the City's ownership of the Project Equipment, for the preceding calendar year (the "Escrowed Amount"). Once the Collector notifies the Company of the PILOT Payment due under Section 3.2 for the calendar year in which the Company purchases the Project Equipment, the Company will forward the Collector's notification to the City, and the City will use the Escrowed Amount to pay the PILOT Payment to the Collector and refund the remaining amount, if any, to the Company.

(b) If the Company exercises its option to purchase the Project Equipment pursuant to Section 11.1 of the Lease after receiving notification of the PILOT Payment due under this Agreement for the calendar year in which the Company purchases the Project, the Company shall pay that amount to the Collector (to be distributed as provided in Section 3.2) prior to closing on the purchase of the Project Equipment.

Section 3.8. Company's Right To Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest in the name of the Company and/or the City, as appropriate, any property tax valuation, assessment or classification of the Project Equipment.

Section 3.9. Additional Personal Property. The Company may acquire additional personal property on its own accord and such personal property need not be financed with the proceeds of the Bonds and shall not be subject to the terms of this Agreement; provided, however, any such personal property shall be subject to ad valorem taxes.

ARTICLE IV

OTHER INCENTIVES

Section 4.1. Enhanced Enterprise Zone.

(a) For calendar years 2017 through 2031, any incremental increase to the assessed value of the Facility (including, without limitation, any incremental increase resulting from an addition to the Facility) above the assessed value of the Facility in calendar year 2016 will be abated by 75%. For example, if the assessed value of the Facility for calendar year 2016 is $1,120,000 and, without any abatement, would be $1,520,000 for calendar year 2017, then taxes for calendar year 2017 will be based on an assessed value of $1,220,000 (i.e., the incremental increase of $400,000 in assessed value between 2016 and 2017 is reduced by 75% so the assessed value upon which 2017 taxes are calculated is $1,120,000 + ($400,000 * (1 -.75)) = $1,220,000).

(b) Notwithstanding the foregoing, if the number of Jobs shown on an Annual Compliance Report is less than the Projected Jobs for the applicable calendar year, then the percentage of real property tax abatement provided in subsection (a) for the calendar year in which the Annual Compliance Report is submitted shall be reduced by the Job Deficiency Ratio. For example, if the Job Deficiency Ratio for 2018 is 5%, then the percentage of real property tax abatement provided in subsection (a) shall be reduced to 70% (i.e., 75% - 5% = 70%).
(c) Notwithstanding the foregoing, if the number of Jobs shown on an Annual Compliance Report is less than the Minimum Jobs for the applicable calendar year, then no real property tax abatement shall be applied to the Facility for the calendar year in which the Annual Compliance Report is submitted.

(d) The City shall notify the Assessor and the Collector if any adjustment to the amount of real property tax abatement is required pursuant to subsections (b) or (c).

Section 4.2. Utility Incentives. The City and RBPW will cause the City of Rolla – Public Works Department and Rolla Municipal Utilities (“RMU”) to provide the following Utility Cost Assistance (“UCA”) discounts to the Company, based on utility rates in effect at any given time:

(a) Electric energy (kWh), water consumption (TGal) and wastewater utility charges will be discounted during the first 5 years of the Facility’s operation as follows:

- Year 1 – 25%
- Year 2 – 20%
- Year 3 – 15%
- Year 4 – 10%
- Year 5 – 5%

(b) Electric utility charges resulting from usage over 1 million kWh will be discounted by 20% during years 6 through 10.

(c) On a monthly basis, RMU and/or the City will provide the Company with utility bills detailing all applicable non-discounted monthly municipal utility charges incurred. The Company shall pay the full balances of each utility bill in accordance with the billing schedules stated on the utility bills. On or before each October 15, RMU and the City will calculate the value of the discounts, if any, accrued pursuant to (a) and (b) above based on utility bills paid by the Company during the City’s prior fiscal year (October 1 through September 30) and will make a UCA payment to the Company in an amount equal to the calculated value of those discounts. The City agrees to pay such calculated value of those discounts on or before thirty (30) days from the end of each applicable fiscal year or on or before November 30 of each fiscal year.

(d) For the purposes of this Section, “Year 1” will be deemed to have begun as of the first day of the month in which the Company begins operating the Facility as a manufacturing plant. Provided, however, that the facility shall be deemed to commence operating as a manufacturing plant on that date when all testing of Project Equipment has been completed and the Company has commenced full production in the plant (“Production Commencement Date”). The Production Commencement Date shall occur not later than ninety (90) days from the initial start-up of plant operations. For example, if the Company acquires the Facility in March 2016, renovates and improves the property from March 2016 through July 2016, begins operational testing the Facility as a manufacturing plant in August 2016, and commences full production on November 1, 2016. Year 1’s discount will be deemed to run from November 1, 2016 through October 31, 2017, and the discount rate for subsequent years will begin each November 1.

Section 4.3. Building Permit Fee Waiver. The City hereby waives up to $4,000 of building permit fees associated with any improvements to the Facility for which a permit is requested prior to __________, 2020 (i.e., four years from the date the Company acquired the Facility).

ARTICLE V
COVENANTS, REPRESENTATIONS AND AGREEMENTS
OF THE COMPANY AND THE CITY

Section 5.1. Inspection. The City may conduct such periodic inspections of the Project Equipment as may be generally provided in the City’s code. In addition, the Company agrees that the City and its duly authorized agents may at reasonable times (during business hours but without disruption to the business), subject to at least two (2) Business Days’ advance written notice and in observance of the Company’s usual business proprietary, safety, confidentiality and security requirements, enter upon the Facility to examine and inspect the Project Equipment and the records of the Company that demonstrate compliance with this Agreement.

Section 5.2. Representations and Warranties.

(a) The Company represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and is in good standing under the laws of the State of Missouri.

(2) The Company has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action, and does not violate the articles of incorporation or the bylaws of the Company, as the same may be amended and supplemented, or to the best of the Company’s knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of the Company’s knowledge, threatened or affecting the Company that would impair its ability to enter into or perform its obligations under this Agreement.

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to purchase and operate the Project Equipment.

(6) To the best of the Company’s knowledge, the Project Equipment is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project Equipment, including environmental laws, subject to all applicable rights of the Company to contest the same.

(7) The Project Equipment will be purchased and operated by the Company in a manner that is consistent with the description of the Project Equipment herein and in the Lease.

(b) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:
(1) The City is a third-class city duly organized and validly existing under the laws of the State of Missouri.

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions.

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement.

(4) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or to the best of the City's knowledge, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

Section 5.3. Survival of Covenants. All warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.

Section 5.4. Indemnification of City. The Company shall indemnify and defend the City to insure that the City is held harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project Equipment during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in Section 10.5 of the Lease to the extent and subject to the limitations provided therein.

Section 5.5. Costs of Issuance of the Bonds; Payment to City. The Company agrees to pay or provide for the payment of, on the issuance date of the Bonds, all costs of issuance incurred in connection therewith. If this Agreement is terminated before the payment in full of the Bonds or the expiration of the Lease Term or the rights and interests of the Company under this Agreement are assigned pursuant to Article V hereof, the Company shall pay any costs of the City in connection therewith, including the City's legal fees and bond counsel fees.

Section 5.6. Sales Tax Exemptions. The City agrees to cooperate with the Company in any request for a sales tax exemption from the State of Missouri pursuant to Section 144.054 of the Revised Statutes of Missouri, as amended.

Section 5.7. Annual Compliance Report. Prior to January 31 of each year during the Lease Term, beginning January 31, 2017, the Company will submit an Annual Compliance Report, in substantially the form of Exhibit B attached hereto, certifying the average monthly number of Jobs located at the Facility and the average hourly wage of such Jobs during the prior calendar year. The City may request, and the Company shall provide, any documents or other evidence reasonably necessary to the confirm the accuracy of an Annual Compliance Report.

ARTICLE VI

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in Section 13.1 of the Lease.
ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payment required to be paid hereunder within 10 business days after written notice and demand given by the City to the Company;

(b) the Company fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure, or if such failure is not subject to cure within such 60 days after such notice, the Company fails to initiate action to cure the default within such 60 days after such notice is given and fails to pursue such action diligently;

(c) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 60 days after such notice, the Company fails to initiate action to cure the default within such 60 days after such notice is given and fails to pursue such action diligently; or

(d) the Company fails to maintain the Minimum Jobs for three consecutive years.

Section 7.2. Remedies on Default. Any Event of Default referred to in Section 7.1 shall also constitute an Event of Default under the Lease, affording the City the remedies specified therein; however, the City shall not be entitled to specific performance upon an Event of Default referred to in Section 7.1(d). Notwithstanding the provisions of Section 7.1(d), upon certification by the Company that unforeseeable business conditions have caused the Company to employ fewer Jobs than projected at the time this Agreement was executed, the City may waive an Event of Default or the consequences of Section 7.1(d), subject to approval by the City Council.

Section 7.3. Interest on Late Payments. Any amounts due hereunder that are not paid when due shall bear interest at the interest rate of 18% per annum from the date such payment was first due.

Section 7.4. Enforcement. In addition to the remedies specified in Section 7.2, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments.

ARTICLE VIII

TERM OF AGREEMENT

Section 8.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:
(a) the payment in full of the Bonds (or any bonds issued to refund the Bonds), the payment of all amounts due under this Agreement and the expiration of the real property tax abatement described in Section 4.1;

(b) the occurrence and continuance of an Event of Default beyond the cure period and the subsequent termination of this Agreement pursuant to the provisions of the Lease and this Agreement; or

(c) the expiration of the Lease Term set forth in Section 3.2 of the Lease and the expiration of the real property tax abatement described in Section 4.1.

Section 8.2. Payments in Last Year. The foregoing provisions of Section 8.1 shall not relieve the Company of its obligation to make any PILOT Payment owing during the year in which this Agreement terminates, to the extent the Company receives the ad valorem tax exemption contemplated for that year.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Mutual Assistance. The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 9.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease.

Section 9.3. Severability; Effect of Invalidity. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby. If this Agreement, or any portion hereof, or any agreements related hereto, are determined to be invalid, and if prior to such determination the Company has made all payments required hereunder, then the City will not take any actions to recover or recapture any taxes that otherwise would have been due to the City or any other taxing district.

Section 9.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 9.5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 9.6. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 9.7 Entire Agreement. This Agreement, together with the Lease, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the
City and the Company with respect to the subject matter hereof. This Agreement shall not be modified except by written agreement signed on behalf of the City and the Company by their duly authorized representatives.

Section 9.8. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or 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.

Section 9.9. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, as amended, which requires (a) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavit, in substantially the form attached hereto as Exhibit C, and documentation to the City Administrator on or before November 15 of each year during the term of this Agreement, beginning November 15, 2017.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF ROLLA, MISSOURI

By: __________________________
    Mayor

[SEAL]

ATTEST:

By: __________________________
    City Clerk
HARTMANN US INC.

By: ___________________________
Name: ___________________________
Title: __________________________

[Performance Agreement]
JOINDER BY COUNTY ASSESSOR

The Office of the Phelps County Assessor hereby joins in the foregoing Performance Agreement to the extent required to perform the obligations assigned to it pursuant to Article III and Section 4.1 thereof.

OFFICE OF THE PHELPS COUNTY ASSESSOR

By: __________________________
Name: Bill Wiggins
Title: County Assessor
JOINER BY ROLLA BOARD OF PUBLIC WORKS

The Rolla Board of Public Works hereby joins in the foregoing Performance Agreement to the extent required to perform the obligations assigned to it pursuant to Section 4.2 thereof.

ROLLA BOARD OF PUBLIC WORKS

By: _____________________________
Name: Nicholas E. Barrack
Title: President
EXHIBIT A

PROJECT EQUIPMENT

All items of machinery, equipment or other personal property installed at the Facility, acquired on or before the Completion Date pursuant to Article IV of the Lease and paid for in whole from the proceeds of Bonds constitute the Project Equipment.
EXHIBIT B

CHAPTER 100 ANNUAL COMPLIANCE REPORT

To be filed on or before January 31 of each year during the term of the Lease

<table>
<thead>
<tr>
<th>Business Name</th>
<th>MO. Tax I.D. Number</th>
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<td>HARTMANN US INC.</td>
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The undersigned, a duly authorized representative of Hartmann US Inc., hereby states and certifies that the information set forth in this report is true and correct.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
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<table>
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For questions, please contact John Butz at (573) 426-6948 or email at jbutz@rollacity.org.

Please send form to:

John Butz
City Administrator
901 N. Elm Street
Rolla, Missouri 65402

\[ \n\]

\[ \n\]
EXHIBIT C

COMPANY'S AFFIDAVIT

STATE OF MISSOURI  )
COUNTY OF PHELPS  )  SS

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein.

I am a duly authorized officer of Hartmann US, Inc., a Missouri corporation (the "Company"), and am authorized by the Company to attest to the matters set forth herein.

I hereby affirm the Company’s enrollment and participation in a “federal work authorization program” as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

The Company does not knowingly employ any person who is an “unauthorized alien” as defined in Section 285.525 of the Revised Statutes of Missouri, as amended.

Further Affiant Sayeth Not.

HARTMANN US INC.

By: __________________________________________
Name: _______________________________________
Title: _________________________________________

Subscribed and sworn to before me this _____ day of ________, 20___.

______________________________
Notary Public

My commission expires on: ________________________
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project 395 – 2016 Surface Sealing Treatment

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/04/16

COMMENTARY:

City staff asked for and received bids for the 2016 Surface Sealing Treatment. The following bids were:

Musselman and Hall Contractors $64,000.00
4922 E. Bluebanks
Kansas City, MO 64130

Pierce Asphalt, LLC $56,250.00
19619 CR 7300
Newburg, MO 65550

Innovative Roadway Solutions $70,475.00
19619 CR 7300
Newburg, MO 65550

Staff recommends award of the bid to Pierce Asphalt, LLC for $56,250. A copy of Bid Tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder for $56,250.

ITEM NO. VII.A.1.
### 2016 SURFACE SEALING TREATMENT

**PROJECT 395**  
**MARCH 30, 2016**

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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
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<tr>
<td>1.</td>
<td>Roadway - Surface Sealing Treatment</td>
<td>25,000 SY</td>
<td>$1.00</td>
<td>$25,000.00</td>
<td>$1.28</td>
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<td></td>
<td><strong>$56,250.00</strong></td>
<td></td>
<td><strong>$64,000.00</strong></td>
<td></td>
<td><strong>$70,475.00</strong></td>
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</table>

Pierce Asphalt, L.L.C.  
Tom Pierce  
19619 CR 7300  
Newburg, MO 65550  
Phone: 573-466-9295  
tom.pierceasphalt@gmail.com

Musselman & Hall Contractors  
Dexter Phillips  
4922 E. Bluebanks  
Kansas City, MO 64130  
Phone: 816-861-1234  
FAX: 816-861-1237  
E-mail: dphillips@mandh.net

Innovative Roadway Solutions  
Chris Kinder  
HC 64, Box 96A  
Thayer, MO 65791  
Phone: 417-379-1881  
christopherkinder@gmail.com
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of ____________, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Pierce Asphalt, LLC, Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of "2016 Surface Sealing Treatment Project 395", in complete accord with the Contract Documents and the said plans and specifications; and

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

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

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:
ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of "2016 Surface Sealing Treatment Project 395".

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

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

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

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

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

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $56,250.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work May 25, 2016 when Notice to Proceed is issued and complete said work by August 12, 2016.

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

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

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

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

CITY OF ROLLA, MISSOURI

BY _________________________________

Mayor, Owner, Party of the First Part

__________________________
Printed Name

STATE OF MISSOURI )
SS )
County of Phelps )

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

My Commission Expires: ________________________________

__________________________
Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My Commission Expires: ________________________________

__________________________
Notary Public
ORDINANCE NO. ____________


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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Pierce Asphalt, LLC. for 2016 Surface Sealing Treatment, Project 395, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

______________________
MAYOR

ATTEST:

______________________
CITY CLERK

APPROVED AS TO FORM:

______________________
CITY COUNSELOR

\[\text{VII} . \ A . 7.\]
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project 397 – 2016 Phase I Asphalt Improvements

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/04/16

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

COMMENTARY:

City staff asked for and received bids for the 2016 Phase I Asphalt Improvements. The following bids were:

Rolla Asphalt, LLC $455,134.40
PO Box 1264
Rolla, MO 65402

Staff recommends award of the bid to Rolla Asphalt, LLC for $455,134.40. A copy of Bid Tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder for $455,134.40.
2016- PHASE I ASPHALT IMPROVEMENTS
PROJECT 397
MARCH 30, 2016

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
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<td>BP-1</td>
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<td>Bit. Base</td>
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<td>$64.84</td>
<td>$279,719.76</td>
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**TOTAL BID PRICE** $455,134.40

Rolla Asphalt
P.O. Box 1264
Rolla, MO 65402
Phone: 573-364-3992
FAX: 573-341-3966
E-mail: tsmith@rollaasphalt.com
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of ______________, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Rolla Asphalt, Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: 2016 Phase I Asphalt Improvements, PROJECT 397, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of 2016 Phase I Asphalt Improvements, PROJECT 397.

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

\[\text{VII. B. 3.}\]
ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.
ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $455,134.40 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

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

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

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

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

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

[VII . 8.5.]
CITY OF ROLLA, MISSOURI

BY 
Mayor, Owner, Party of the First Part

STATE OF MISSOURI 

SS 
County of Phelps 

CONTRACTOR

BY 
TITLE 

On this ______ day of __________ before me appeared 

My commission expires: __________________________

Notary Public

STATE OF MISSOURI 

SS 
County of Phelps 

On this ______ day of __________ before me appeared 

to me personally known, who, being by me duly sworn, did say that (s)he is the _________ of 

My commission expires: __________________________

Notary Public
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND ROLLA ASPHALT, LLC. FOR 2016 PHASE I ASPHALT IMPROVEMENTS, PROJECT 397.

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 Rolla Asphalt, LLC. for 2016 Phase I Asphalt Improvements, Project 397, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
DEPARTMENT HEAD: Steve Hargis ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project 402 – 2016 Asphalt Overlay Parking Lots

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/04/16

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

COMMENTS:

City staff asked for and received bids for the 2016 Asphalt Overlay Parking Lots at Green Acres Park. The following bids were:

Rolla Asphalt, LLC $32,384.50
PO Box 1264
Rolla, MO 65402

Pierce Asphalt, LLC $27,194.55
19619 CR 7300
Newburg, MO 65550

Staff recommends award of the bid to Pierce Asphalt, LLC for $27,194.55. A copy of Bid Tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder for $27,194.55.

ITEM NO. VII C.1.
**2016 ASPHALT OVERLAY - PARKING LOTS**  
**PROJECT 402**  
**MARCH 30, 2016**

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<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
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<tr>
<td>Asphalt Overlay - E. Lot - BP-1</td>
<td>200 TON</td>
<td>$71.56</td>
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<td>$1.75</td>
<td>$2.30</td>
<td>$402.50</td>
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</table>

**TOTAL BID PRICE**  
$27,194.55  
$32,384.50
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of ________________, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Pierce Asphalt, LLC, Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of 2016 Asphalt Overlay – Parking Lots, Project 402, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE 1. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of 2016 Asphalt Overlay – Parking Lots, Project 402.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

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

**ARTICLE V.** That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $27,194.55 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

**ARTICLE VI.** That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract. Date of Completion of this project is **May 31, 2016**.

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

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

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

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

CITY OF ROLLA, MISSOURI

BY ______________________________
Mayor, Owner, Party of the First Part

STATE OF MISSOURI )
SS )
County of Phelps )

CONTRACTOR

BY ______________________________
TITLE ______________________________

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

My commission expires: ______________________________

______________________________
Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ______________________________

______________________________
Notary Public

______________________________
VII. C. 6.
ORNANCE 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 PIERCE ASPHALT, LLC. FOR 2016 ASPHALT OVERLAY PARKING LOTS, PROJECT 402.

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 Pierce Asphalt, LLC., for 2016 Asphalt Overlay Parking Lots, Project 402, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
e. Provide input into the City's Budget Plan for the Recreation Center Fund including cost of operations, fees, and charges. The Board shall review and comment on the draft Recreation Center Fund budget prepared by the Parks Director no less than sixty (60) days prior to delivery to the Rolla City Council in August of each budget cycle.

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 April 1 of the appropriate year. An annual meeting of the Board shall be held in the month of April, 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.
I would very much like to continue with my service to the community that has given so much to my family and I with what I would hope to be a final term as an advisor to the Centre operations as we move forward with a new director.

I was born in 1958 in St. Louis attended parochial schools through Chaminade High School and then attended University of Missouri-Columbia from 1976-1980 and was graduated with an AB in Psychology. I then attended UMKC Dental School was married to Carol in 1983 and graduated with a DDS in 1984. We then moved to Rolla and I started a solo private Dental practice that continues 31 years later.

We are the parents of Bill G, Emily (Arthur) married to Charlie Arthur, and Stephen. Carol has previously worked with the Rolla Public Schools, CP center and currently part-time in the Dental Practice.

Since living in Rolla I have served in the following capacities:

St. Patrick Parish Council 4 years 1988-1992
St. Patrick Expansion Committee 1991-1992
Member and past President of the Ozark Dental Society 1984-present
C.P. Center Board and past President 1989-1996
Youth Group Leader St. Patrick’s Parish - various years in the last 30
Phelps County Board for the Developmentally Disabled (aka” SB 40 Board”) 1996-2003
Newman Center Board and Past President 2006-2012
Member and past President of the Rolla Noon Kiwanis Club 1985- present
Coordinator of Recreation is for Everyone Committee 1998/1999
Member of Ad-Hoc Recreation Center/Splash Zone Building Committee 1999-2000
Founding member of Recreation is for Everyone Foundation
Troop 83 Assistant Scoutmaster 1997-2009
BSA River Trails District Committee member and former District Chairman 2010-2014
Member and past President of the Centre Advisory Committee/ Parks and Recreation Advisory Committee 1999-present.
Member and regular user of the Centre since opening day.
(*some date ranges are appropriate as I am away from home while completing this)

I have more enthusiasm for the potential of the Centre now than ever! I hope to have the privilege of serving as an advisor on this Committee with Floyd Jernigan as our new Director and Mayor Magdits as our Mayor. It is time to take the Centre to the "next level" in realizing its fullest potential!

Sincerely,

Bill Moorkamp
I was born in Rolla in 1966, attended Rolla Public Schools for K-12, and received a BS in Nuclear Engineering from UMR in 1989. I married a local girl (Suzanna Bast) in 1988. We left Rolla and moved to the East coast where I was active duty in the US Navy until 1995.

We then moved to the St. Louis area where I received an MS in Electrical Engineering from Washington University-St. Louis and worked at various companies as an engineer and technical manager. In 2002 I accepted a position as an Applications Engineer with Brewer Science, and moved back to Rolla in 2003. We have four daughters, all of whom attended Rolla Public Schools, where our youngest is now a junior.

Suzanna has worked for the First United Methodist Church in Rolla since 2004.

My military service now includes a total of 21 years reserve duty and 7 years active duty including one tour in Afghanistan. My current rank is US Navy Captain (equivalent to Colonel in the Army).

I am also very active in local non-profits and civic organizations. My current positions include:
Board of Directors and past President of the Rolla Multisport Club
Board of Directors and current President of the Rolla Noon Kiwanis Club
Board of Directors and current Vice President of the Ozark Actors Theatre
Board of Directors of the Kaleidoscope Discovery Center

Hobbies include competing in and organizing running and cycling events, and stage acting.

I travel a lot, but I’ve lived in the Rolla area all but 14 years of my life and believe it is a special community with great potential to be even better. I appreciate the opportunity to help.

That about does it!

- Kevin Edwards
The DENATA Group
Principal

11/2014 to present

A Missouri-based national healthcare consulting practice providing interim executive management, re-engineering, and consulting services, including strategic planning, troubleshooting, ops enhancement, and development/implementation of turnaround plans to healthcare clients.

ECG Management Consultants, Inc., St. Louis, Missouri
Principal – Healthcare Division

3/2010 to 10/2014

National healthcare consulting firm that provides practical solutions to health systems and medical groups on issues related to leadership, oversight, strategic and operational direction, and compensation plan development.

Sample Engagements

- Led turnaround engagement for 300-physician faculty practice plan as interim Chief Operating Officer (COO); identified key areas of opportunity for business development, financial, revenue cycle, operational, and physician performance improvement. Increased budgeted net income by 76% during one year engagement.
- Assisted large physician-owned medical group in seeking acquisition partner. Clarified objectives, motivations; developed RFP and created specific measurement criteria to evaluate proposals; identified health system partner that best complemented group.
- As interim Executive Director, positioned 200-physician, health-system-affiliated group for growth and Epic implementation. Restructured operations, acquisitions, and contracting functions; negotiated acquisitions; directed due diligence, financial analyses for acquisitions; developed compensation plans for varying specialists and as part of acquisition activities.

Mercy, St. Louis, Missouri
Vice President/Operations, Physician Enterprise, Corporate Health, Pharmacies, Optical Shops
Vice President/Operations, Physician Enterprise

9/2008 to 9/2009

Senior-level executive who effectively developed/communicated business strategy and affected team commitment to achieve measurable outcomes and growth. Provided leadership, oversight, and strategic and operational direction for the performance of St. John’s Mercy Medical Group, Mercy Affiliated Physicians, St. John’s Medical Center physicians, physician recruiting, IT, corporate health, retail pharmacies, and optical shops (more than $164 million in annual revenue with 350 physicians, 90-plus sites, 1,250-plus employees), all part of a leading integrated healthcare delivery system in competitive St. Louis region.

Accomplishments

- Defined a vision with physician and staff support for introducing Lean management principles; established model sites to pilot redesign processes, reducing median time physician and patient are in exam room by 7 minutes, thus increasing physician productivity; reduced time from patient check-in to checkout by 38%; increased patient satisfaction by 3% in 3 months.
- Created team approach to EMR implementation that resulted in successful implementation of and smooth transition to Epic on budget, in record time, for 92 separate physician practices in 25 specialties while balancing resources and maintaining focus on other initiatives.
- Defined framework for structured physician practice acquisition process that was successfully utilized; negotiated acquisitions.
- Formalized physician recruiting process and accelerated efforts resulting in 2-year success rate of recruiting more than 100 physicians and establishing 14 new primary care and key specialty practice sites in strategic areas; in conjunction, developed numerous compensation arrangements.
- Converted significant book of business to facility-based billing, resulting in additional $5 million in annual net income.
- Developed “Practice of the Future” strategic plan and approach for patient-centered primary care and process redesign in Epic environment that positioned physician enterprise for competitive advantage. Elements included strategies on physician compensation, real estate/facility design, management structure, and common market presence.
- Defined model for and established same-day acute care access in strategic market that achieved, in its first year, 50% better financial results than budgeted and generated 10% of the new patient referrals to primary care physicians in same building.
- Developed strategic and business plan for St. Louis corporate health market leader that restructured operations and better positioned service line for growth.

The DENATA Group
Principal


A Missouri-based national healthcare consulting practice providing interim executive management, re-engineering, and consulting services, troubleshooting, operations enhancement, and development and implementation of turnaround plans to both payor and provider healthcare clients in 13 states. Also provided services as key subcontractor to other consulting firms.

IX.A.S.
Sample Engagements

- Led engagement of 15-month re-engineering project while serving as Executive Director of Meharry Medical Services Foundation, faculty practice plan with 137 physicians. Restructured operational and financial functions of the organization with no operating expense increases; reversed dysfunction to operational and financial stability in union environment.

- As Chief Executive Officer, led start-up of for-profit MSO and primary care network for University of Kentucky Medical Center. Developed infrastructure; developed and implemented strategic business plans for primary care network strategies, acquired and expanded a multisite urgent care and occupational medicine practice; and established primary care facilities in untapped markets. Exceeded expectations of Board of Directors throughout a 2-year engagement.

- As COO, implemented corrective action plan for Sutter Medical Services Foundation with 150 physicians and 55 practice sites in Northern California. Reduced operating losses by $500,000-plus per month, with overall reductions of more than $7 million after 14 months; redefined company culture and refocused staff on core capabilities to achieve fundamental goals. Developed work plan for smooth and cost-effective transition of 50-physician medical group into foundation.

- Spearheaded the development of a staff model medical group, negotiated physician practice acquisitions, and served as interim administrator to implement all operating systems for hospital-owned HMO in Southwest United States.

- Developed and implemented corrective action plan for troubled oncology program at New York State-based medical group (more than $50 million in revenue) by installing automated inventory management system and implementing purchasing controls, resulting in over $875,000 savings in high-cost medications in first 6 months.

- Achieved successful turnaround of credentialing department of 250-provider anesthesia group working at more than 50 facilities by cleaning up 500 expired and expiring credentialing records, reorganizing work flow processes, hiring experienced staff, completing software modification conversion, and developing and implementing performance standards.

- Negotiated settlements with 1,400 physicians and facility providers on behalf of The Methodist Hospital-owned HMO to comply with Texas State Insurance Department Consent Order for potential violations of Prompt Payment regulations; settlements resulted in payments that were less than 5% of the full potential liability.

- Team leader for the liquidation of 150,000-member Tufts Health Plan of New England, Inc., HMO as agent of the court-appointed liquidator. Successfully migrated members to replacement carriers, implemented proof-of-claim process for claim run-out, and supervised the wind-down of HMO operations. Interacted with regulators in three states in which HMO was licensed.

- Engaged by financially troubled HMO to negotiate contracts with hospital-based provider groups. In less than 6 months, quadrupled number of contracted provider groups; generated over $750,000 in annualized savings.

The James Clinic/St. John’s Clinic, Rolla, Missouri (acquired by Mercy, St. Louis, in 1993)
COO/Vice President, Marketing
1984 to 1993

Senior on-site executive officer (1986–1993) with full profit-and-loss responsibility for multispecialty medical group, retail pharmacy operation, and anesthesia group; served as Vice President, Marketing (1984–1993). First nonphysician member of Board of Directors;

Accomplishments

- Directed community marketing analysis; devised marketing plans to spearhead business expansion, representing a 40% market share, elevating group to largest multispecialty, multidisciplinary medical group in South Central Missouri.

- Quadrupled the number of practice sites, doubled number of pharmacies, tripled staff, and expanded the number of full-time physicians five-fold, resulting in 300% increase in revenues.

CarePlus of Missouri HMO
COO
1986 to 1991

Provided oversight to executive director, chief financial officer, sales manager, and contracting director for this managed care affiliate of James Clinic. Appointed to role on behalf of majority shareholder;

Accomplishments

- As team member, conducted feasibility studies, negotiated venture capital procurement, and developed pre-operational phases of Missouri’s first rural HMO.

- Directed sales, marketing, and contracting initiatives, including negotiating contracts with providers to expand network and large employer groups; directed insurance broker management, resulting in increased employer group sales.

- Designed an incentive plan for HMO sales staff, bolstering sales and productivity.

Education
Master of Business Administration, Lindenwood University, St. Louis, Missouri.
Bachelor of Science, Saint Mary-of-the-Woods College, Indiana.
Executive Program in Managed Care, University of Missouri.
Tracy Limmer is the Community Relations Manager at Phelps County Regional Medical Center. In this role Tracy coordinates and participates in all aspects related to community health by teaching community health education programs, planning health and wellness events, and through active membership on several community boards. In addition, Tracy holds a certification from the National Wellness Institute as a Certified Worksite Wellness Specialist (CWWS).

No stranger to the community, Tracy has called the Rolla area home for the past 26 years. In 2013 she joined Phelps County Regional Medical Center. Prior to this she worked for a diverse range of organizations including Brewer Science, Inc., the Rolla Area Chamber of Commerce, The Community Partnership, Verkamp & Malone CPAs, and as a local business owner. Tracy’s varied background in human resources, recruiting, training, event planning, accounting, and marketing afforded the perfect foundation for becoming the Community Relations Manager.

Tracy is very passionate about the wellness of her community and constantly strives to make an impact on the wellbeing of the individuals within it. She believes that individual stewardship is key to its health and volunteers her time to organizations which provide for the needs of many. These include the Cancer Gala Committee, Putting Health First Coalition, Heart 2 Heart Committee, Leadership Phelps County Committee, Relay for Life Team, and the Community Youth Development Advisory Council. She is also a seated member on the boards of Sports Incorporated Rolla (SIR) and the Rolla Area Sheltered Workshop.
Mike Miller
10315 CR 8110
Rolla, MO 65401

- Born and raised in Rolla, MO
- Owner of Miller Door Co. for 33 years
- Member of Central States Door Dealer Association
- Member of Rolla Lions Club
- Attends Greentree Church