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

Open Citizen Comment Procedure

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

Rolla City Council Meeting
Monday, April 18, 2016
City Hall Council Chambers
901 North Elm Street
6:30 p.m.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Walt Bowe

I. CONSENT AGENDA
   A) Motion Accepting the April 5, 2016, Certified Election Results -
      (City Administrator John Butz) – Motion

II. ELECTED OFFICIALS SWEARING-IN CEREMONY - (City Clerk Carol Daniels)
   
   City Attorney (Prosecutor) Bradley Neckermann
   Municipal Judge James Crump

   COUNCILMEMBERS
   Ward 1 – Monty Jordan
   Ward 2 - Matthew Miller
   Ward 3 – Kelly Long
   Ward 4 – Don Morris
   Ward 5 – Jim Williams
   Ward 6 – Walt Bowe

III. PUBLIC HEARINGS
   A) Public Hearing to Solicit Input on Use of Enhanced Enterprise Zone Benefits for Hartmann US

IV. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS
   A) Missouri S&T Community Service Projects –
      Ms. Jessica Haywood, Program Administrator for Volunteerism & Greek Life
   B) 2015 Fourth Quarter/Year End Tourism Report –
      (Rolla Area Chamber of Commerce Executive Director Stevie Kearse)

V. OLD BUSINESS
   A) Ordinance Authorizing the Mayor to Enter into a Contract with Pierce Asphalt, LLC for 2016 Surface Sealing Treatment, Project 395 –
      (Public Works Director Steve Hargis) – Final Reading
   B) Ordinance Authorizing the Mayor to Enter into a Contract with Rolla Asphalt, LLC for 2016 Phase I Asphalt Improvements, Project 397 –
      (Public Works Director Steve Hargis) – Final Reading
   C) Ordinance Authorizing the Mayor to Enter into a Contract with Pierce Asphalt, LLC for 2016 Asphalt Overlay Parking Lots, Project 402 –
      (Public Works Director Steve Hargis) – Final Reading
VI. **NEW BUSINESS**
   A) **Ordinance** Vacating Part of a 10 Foot Utility Easement (City Easement) –
       (Community Development Director John Petersen) – **First Reading**
   B) **Ordinance** Vacating in its Entirety a 10 Foot Utility Easement (City Easement) -
       (Community Development Director John Petersen) – **First Reading**
   C) **Ordinance** Approving the Final Plat of the I-44 Center Plat No. 4, a Resubdivision
       of a Part of Lot B of the I-44 Center Plat No. 2 (I-44 Subdivision) -
       (Community Development Director John Petersen) – **First Reading**
       (Final Reading Requested)
   D) **Resolution** Approving the Phelps County Hazard Mitigation Plan –
       (Fire Chief Ron Smith) - **Resolution**
   E) **Resolution** Authorizing the Mayor to Execute a Contract for Sale of Real Estate with
       the Rolla Presbyterian Church – (City Administrator John Butz) – **Resolution**
   F) **Ordinance** Repealing Sec. 41-6 of the Rolla City Code & Enacting a New Sec. 41-6,
       Pertaining to the Discharge of Bows & Arrows & Crossbows
       (City Administrator John Butz) - **First Reading**
   G) **Motion** Authorizing the Closing of Certain Streets During 2016 Route 66
       Summerfest – (Public Works Director Steve Hargis) - **Motion**

VII. **CLAIMS and/or FISCAL TRANSACTIONS**
   A) **Motion** Awarding Bid for Project 398 – 2016 Phase II Asphalt Improvements, &; 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** Authorizing Change Order No. 1 with Insitufirm Technologies –
       (Public Works Director Steve Hargis) - **Motion**

VIII. **MAYOR/CITY COUNCIL COMMENTS**
   A) Mayor/Council Appointments
      1) Council Appointment of Mayor Pro-Tempore
      2) Council Appointment of City Council Planning & Zoning Commission Representative
   B) Phelps County Commission Rotating Community-based meeting at 6 pm on Thursday,
       April 21st in Council Chambers

IX. **CITIZEN COMMUNICATION**

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

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

XII. **ADJOURNMENT**
DEPT: John Butz, City Administrator  ACTION REQUESTED: Motion

SUBJECT: Consider Motion Accepting the April 5, 2016 Certified Election Results

BUDGET APPROPRIATION (IF APPLICABLE): N/A  DATE: April 18, 2016

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

COMMENTARY: Attached are the election results from the April 5, 2016 election as certified by Phelps County Clerk and Election Authority, Pamela K. Grow.

Recommendation: A motion accepting the April 5, 2016, election results as certified by Phelps County Clerk and Election Authority Pamela K. Grow.
April 8, 2016

City of Rolla
Attn: Carol Daniels
901 N. Elm
Rolla, MO 65401

VERIFICATION BOARD
CERTIFICATION OF ELECTION RESULTS
APRIL 5, 2016 GENERAL MUNICIPAL ELECTION
FOR THE CITY OF ROLLA

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<th>Position</th>
<th>Regular Votes</th>
<th>Absentee Votes</th>
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<tr>
<td>Paul J. McMahon</td>
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<td>898</td>
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<td>James T. Crump</td>
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<td>City of Rolla City Attorney</td>
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<td>Walter L. Bowe, III</td>
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</table>

Brenda Skaggs, Democratic Verification Judge

Michael Gosnell, Republican Verification Judge

Pamela K. Grow, Phelps County Clerk
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Public Hearing

ITEM/SUBJECT: Public Hearing to Solicit Input on Use of EEZ for Hartmann US

BUDGET APPROPRIATION (IF APPLICABLE) N/A

DATE: April 18, 2016

COMMENTARY:

With the wonderful cooperation of many local and State leaders we were successful in attracting Hartmann US – the new owner of the Briggs Building. Hartmann will begin hiring their first 35 FTE’s in late 2016 with the intent of manufacturing formed fiber egg cartons in the first quarter of 2017.

In addition to the Chapter 100 bonds for the ultimate purchase of up to $65 million in equipment (personal property abatement), the local incentives included eligibility in and use of real property tax abatement through our Enhanced Enterprise Zone (EEZ). The amount of abatement is performance based (investment, wage, & employment) and set by Resolution No. 1705. While no formal action is required, State law suggests a public hearing is needed. The EEZ Board has reviewed the tool and confirms its use in the Hartmann project.

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ITEM NO. A.I.
[To be (1) sent by certified mail, return receipt requested, to each affected taxing district and (2) published in the newspaper no later than March 29]

PUBLIC HEARING NOTICE

The City of Rolla, Missouri will hold a public hearing at 6:30 pm on April 18, 2016 at the Rolla City Hall, 901 N. Elm Street, Rolla, Missouri, regarding a grant of tax abatement for a proposed manufacturing facility (the “Project”). The Project, located at 3701 Hy Point Boulevard in the City, is wholly within the Rolla Enhanced Enterprise Zone. Real property tax abatement may be granted by the City for certain projects located in Enhanced Enterprise Zones pursuant to Sections 135.950 to 135.970 of the Revised Statutes of Missouri.

The public and representatives of all taxing districts affected by the proposed tax abatement are invited to submit comments to the City Council prior to the date of the hearing at the Rolla City Hall, 901 N. Elm Street, Rolla, Missouri. All interested persons will be given an opportunity to be heard at the public hearing. For more information, please call John Butz, City Administrator, at (573) 426-6948.
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).
RESOLUTION NO. 1705

A RESOLUTION ESTABLISHING THE ELIGIBLE ENHANCED ENTERPRISE BUSINESSES FOR THE ROLLA ENHANCED ENTERPRISE ZONE AND REDUCING THE AD VALOREM TAX ON ELIGIBLE PROJECTS WITHIN THE DESIGNATED ENHANCED ENTERPRISE ZONE, IN ACCORDANCE WITH CHAPTER 135, RSMo. AND SUBSEQUENT AMENDMENTS.

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

WHEREAS the City Council of the City of Rolla wishes to reduce the ad valorem tax for qualified projects within the Enhanced Enterprise Zone of the City of Rolla; and

WHEREAS the City of Rolla duly held a public hearing to consider the formation of the Enhanced Enterprise Zone, zone boundary, and the ad valorem tax abatement rate for certain projects on October 13, 2009, in Rolla, Missouri;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolla, Missouri as follows:

That the following industries, when locating or expanding within the Enhanced Enterprise Zone, to be known as the Rolla Enhanced Enterprise Zone, so designated by the State of Missouri, will be considered eligible for a reduction in ad valorem taxes, per criteria stated below and pursuant to Chapter 135, RSMo and subsequent amendments:

Qualifying Industries by NAICS Code:
22—Utilities
23—Construction
31-33—Manufacturing
42—Wholesale
48-49—Transportation and Warehousing
51—Information
54—Professional, Scientific and Technical Services
55—Management of Companies and Enterprises
56—Administrative and Support and Waste Management and Remediation Services
71—Arts, Entertainment and Recreation, excluding gaming operations
72—Accommodation except Food and Drinking places
81—Other services except Religious organizations
By Section 348.015(14) of the RSMo:
Value-added agricultural products
By Section 135.950 (9)(b) of the RSMO: (9)

"Enhanced business enterprise", an industry or one of a cluster of industries that is either:
(a) Identified by the department as critical to the state's economic security and growth; or

(b) Will have an impact on industry cluster development, as identified by the governing authority in its application for designation of an enhanced enterprise zone and approved by the department; but excluding gambling establishments (NAICS industry group 7132), retail trade (NAICS sectors 44 and 45), educational services (NAICS sector 61), religious organizations (NAICS industry group 8131), public administration (NAICS sector 92), and food and drinking places (NAICS subsector 722), however, notwithstanding provisions of this section to the contrary, headquarters or administrative offices of an otherwise excluded business may qualify for benefits if the offices serve a multistate territory. In the event a national, state, or regional headquarters operation is not the predominant activity of a project facility, the new jobs and investment of such headquarters operation is considered eligible for benefits under this section if the other requirements are satisfied. Service industries may be eligible only if a majority of its annual revenues will be derived from out of the state;

BE IT FURTHER RESOLVED, that any business enterprise within the above itemized NAICS codes, located within the proposed zone and meeting requirements of Chapter 135 RSMo. as amended, will receive a minimum of 50 percent reduction of real ad valorem tax abatement on new improvements, or more based on private investment, job creation and paid wages as attached in Exhibit A for a minimum of 10 years, or longer based on private investment, job creation and paid wages as attached in Exhibit A.

BE IT FURTHER RESOLVED that this reduction applies to all ad valorem taxes by all political subdivisions within the City of Rolla, Missouri.


APPROVED:

William S. Jenks III, Mayor

ATTEST:

Carol L. Daniels, City Clerk

APPROVED AS TO FORM:

John D. Beger, City Counselor
### EXHIBIT A: ROLLA ENHANCED ENTERPRISE ZONE BENEFIT LEVEL OPTIONS

#### QUALIFICATION REQUIREMENTS
Minimum Requirements – As determined by DED
2 new FT employees and $100K minimum investment

#### ABATEMENT LEVEL/TERM
50% abatement for 10 years

#### ADDITIONAL ABATEMENT INCREMENTAL BENEFITS

<table>
<thead>
<tr>
<th>New Jobs</th>
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<tr>
<td>5 + New FT employees</td>
<td>5% additional abatement</td>
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<tr>
<td>15 + New FT employees</td>
<td>10% additional abatement</td>
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<tr>
<td>25 + New FT employees</td>
<td>15% additional abatement</td>
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<tr>
<td>50 + New FT employees</td>
<td>25% additional abatement</td>
</tr>
<tr>
<td>100+ New FT employees</td>
<td>25% additional abatement + 5 years</td>
</tr>
<tr>
<td>250+ New FT employees</td>
<td>25% additional abatement + 10 years</td>
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<table>
<thead>
<tr>
<th>Average Payroll</th>
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<td>Average new payroll at 100% of County</td>
<td>0% additional abatement</td>
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<tr>
<td>Average</td>
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<tr>
<td>Average new payroll at 110% of County</td>
<td>5% additional abatement</td>
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<tr>
<td>Average</td>
<td></td>
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<tr>
<td>Average new payroll at 120% of County</td>
<td>10% additional abatement</td>
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<tr>
<td>Average</td>
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<tr>
<td>Average new payroll at 130% of County</td>
<td>10% additional abatement + 5 years</td>
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<td>Average</td>
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<th>Investment</th>
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<tr>
<td>Capital Investment exceeding $5 million</td>
<td>5% additional abatement</td>
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<tr>
<td>Capital Investment exceeding $10 million</td>
<td>10% additional abatement</td>
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<td>Capital Investment exceeding $25 million</td>
<td>15% additional abatement</td>
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<td>Capital Investment exceeding $50 million</td>
<td>15% additional abatement + 5 years</td>
</tr>
<tr>
<td>Capital Investment exceeding $75 million</td>
<td>15% additional abatement + 10 years</td>
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</table>

NOTE: A project can combine any of the additional abatement benefits not to exceed 80% for 20 years.
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

III. A. 7.
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, 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.
PASSED this ___ day of April, 2016.

Mayor

Attest:

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 PHILPS 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 “EFZ 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:
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 1, 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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Minimum Number of Jobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>35</td>
</tr>
<tr>
<td>2017</td>
<td>35</td>
</tr>
<tr>
<td>2018</td>
<td>35</td>
</tr>
</tbody>
</table>
2019  35  
2020  35  
2021  60  
2022  60  
2023  60  
2024  90  
and subsequent years

"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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Projected Number of Jobs</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>35</td>
</tr>
<tr>
<td>2017</td>
<td>35</td>
</tr>
<tr>
<td>2018</td>
<td>43</td>
</tr>
<tr>
<td>2019</td>
<td>43</td>
</tr>
<tr>
<td>2020</td>
<td>43</td>
</tr>
<tr>
<td>2021</td>
<td>74</td>
</tr>
<tr>
<td>2022</td>
<td>74</td>
</tr>
<tr>
<td>2023</td>
<td>117</td>
</tr>
</tbody>
</table>

and subsequent years
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)) = $1,120,000).

(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%).

III, A.16.
(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:

III. A.18.
(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.

[3rd Page]
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:

III. A. 20.
(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
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Tourism Related Events ...................................................................... 6
Grants .................................................................................................. 7
Land/Building Maintenance Issues ....................................................... 7

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Tourism Report 4th Quarter 2015

Motel Tax Revenues

YTD Comparison to Budget

4th Qtr Comparison (2011-2015)

IV.B.3.
Motel Tax Expenses

### 2015 Budget vs. YTD Actual

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<tr>
<th>Category</th>
<th>Budget</th>
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### 5 Year Comparison (Year End/YTD) Income vs Expenses

- **Income**
- **Expenses**

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<td>Tourism Income</td>
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<tr>
<td>Advertising</td>
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<td>Rolla Merchandise Sales</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>TOTAL CASH OUT FLOW</strong></td>
<td><strong>$308,170.00</strong></td>
<td><strong>$69,505.01</strong></td>
<td><strong>$73,694.85</strong></td>
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<td><strong>CASH AT END OF PERIOD</strong></td>
<td>($39,645.00)</td>
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<td>($70,515.34)</td>
<td>(11,319.59)</td>
<td>($4,167.44)</td>
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</table>
Marketing Efforts (October – December 2015)

- We promoted our community events in the FLW Woodworks Newsletter.
- We distributed Rolla information packets at the FLW Newcomer’s Orientation.
- We promoted Rolla events on Morning Mayor.
- We promoted local events and tourism businesses on our Facebook page.
- We sent out our monthly newsletter to the subscribers.
- We wrote two blog articles during this quarter. One to promote the new artistic director at OAT and the other to promote the Haunted Mine.
- We placed ads in the Guidon and Kaleidoscope that promote upcoming events in Rolla.
- We placed a 1/4-page ad in the November/December issue of Missouri Life Magazine.
- Billboard "snipes" were placed to promote the Fall Arts & Crafts Festival and the SnoGlo 5K.
- We placed a 1/4-page ad in the winter of Show-Me Missouri magazine.
- We ran radio ads on KFLW, JACK, KXMO and KZNN that promoted Rolla Unwrapped and the SnoGlo 5K.

Visitor Center Activity

- We hosted our annual Angel Tree during the Christmas season. We had over 150 angels adopted this year.

Tourism Related Events

- We hosted the annual Fort Leonard Wood Spouses Tour on October 9. We had approximately 30 ladies attend the event. The tour included stops at Ozark Actors Theatre, Front Porch, Benton Square and Downtown.
- Our staff assisted the Missouri S&T Mining Department during their 33rd Annual Missouri Mine Rescue Contest.
- We assisted Jane’s Journey’s, a tour group, with a lunch stop in Rolla. They dined at DiTrapani’s.
- We put together a report on Rolla’s lodging performance for a commercial real estate company. This company is considering Rolla a potential site for a new hotel.
- We presented information on Rolla’s Tourism efforts at the Chamber 101.
- We held a meeting with our lodging properties in November. The purpose of the meeting was to update them on our marketing efforts, 2016 events and other things that impact our lodging properties. We invited John Butz to speak at the meeting. He briefed them on the Rolla West Development and the Transportation Development District.
- We put together photos and information about Rolla for RREC’s presentation to Hartmann when they were still exploring the Rolla area. We helped secure hotels rooms and put together welcome gift bags that were placed in the rooms upon the company’s arrival. We helped organize a community tour and Stevie served as the step-on-guide.
- We worked with Dave Almany, Licking Summer Camps, and our local lodging properties to accommodate his room and price requests for the 2016 Camps. With the increased summer events in Rolla and the growth of the camps, finding enough rooms to meet the Camp’s needs and budget has presented a challenge.
Grants

- This quarter we have approved funding for the following grants:
  - Sports Tourism Grant:
    - Vessell's Racquetball Tourney - $1000, this event took place in January of 2016.

Land/Building Maintenance Issues

- None
Benchmarks
In this section you will find data that has been collected over the last several years in the following areas:

- Motel Tax Performance
  - These numbers reflect the 90% that is collected by the City of Rolla.

- Lodging Performance
  - This data is compiled from three different resources. Missouri Hotel and Lodging Association, Smith Travel Research, and the City of Rolla.

- Website Stats for www.visitRolla.com.
  - We track this data using Google Analytics.

- Visitor Center Performance
  - This data is tracked from our sign in sheet and a data sheet logged by our Visitor Center Assistant.

- Restaurant and Retail Sales Tax
  - This data is collected by the City of Rolla.

- The RACC Grant Program
  - These grants are provided from the Tourism dollars to attract Sports Tourism and meetings and special events to the area.
Motel Tax Performance  

IV. 8. 10.
Lodging Performance

IV. 8. 12.
The following information reflects the Average Daily Rate and Monthly Occupancy percentages from three reporting parties, Missouri Hotel and Lodging Association (MHLA), Smith Travel Research (STR), and local data collected by the City of Rolla. MHLA reflects the state as a whole. STR reflects data that is collected from 11 reporting properties in Rolla. The City of Rolla collects the data from the local hotels that are willing to share the information.

### Average Daily Rate Comparison

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### Monthly Occupancy Comparison

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</tbody>
</table>
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*I do not have 2015 figures from the City of Rolla as of the time of this report.
Website Stats

IV. B. 14.
Visitor Center Performance

IV.8.17.
Restaurant/Retail Sales Tax
RESTAURANTS

RETAIL

*I do not have 2015 figures from the City of Rolla as of the time of this report.
Grant Program
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project 395 – 2016 Surface Sealing Treatment

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/18/16

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

Council accepted the low bid of $56,250 submitted by Pierce Asphalt, LLC at the April 4th council meeting. Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder for $56,250.
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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18th DAY OF APRIL 2016.

APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

\[\text{\checkmark}. A. 2.\]
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this __________ day of ________________, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and 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:

V.A.3.
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.C.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.C.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.C.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.C.Mo.

Notice of Penalties for Failure to Provide Safety Training

a. Pursuant to Section 292.675, R.S.C.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

CONTRACTOR

BY __________________________

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
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

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

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/18/16

COMMENTARY:

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

Rolla Asphalt, LLC
PO Box 1264
Rolla, MO 65402

$455,134.40

Council accepted the low bid of $455,134.40 submitted by Rolla Asphalt, LLC at the April 4th council meeting. Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder for $455,134.40.
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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18th DAY OF APRIL 2016.

APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
CONTRACT AGREEMENT

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

\[ \sqrt{6.3} \]
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.

[Signature]
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.
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

\[\n\]
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

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

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/18/16

COMMENTARY:

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

Rolla Asphalt, LLC
PO Box 1264
Rolla, MO 65402

Rolla Asphalt, LLC $32,384.50

Pierce Asphalt, LLC
19619 CR 7300
Newburg, MO 65550

Pierce Asphalt, LLC $27,194.55

Council accepted the low bid of $27,194.55 submitted by Pierce Asphalt, LLC at the April 4th council meeting. Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder for $27,194.55.
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 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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18th DAY OF APRIL 2016.

APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

\[\text{V. C. C.}\]
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 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 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

CONTRACTOR

BY _____________________________
TITLE ___________________________

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ___________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ___________________________

Notary Public

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

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

ITEM/SUBJECT: An Ordinance requesting the vacation in its entirety a 10 foot wide utility easement located in Township 37 North, Range 8 West, Section 1 of the 5th P.M. and also being a part of the Forum Addition, Tract 2, an Addition to Rolla, Phelps County, Missouri.

(City Easement)

DATE: 4-18-2016

GENERAL INFORMATION:

CASE #: 3-7-16

APPLICANT/STATUS OF APPLICANT: City of Rolla/Department of Public Works

LOCATION OF EASEMENT: An Ordinance vacating a 10 foot wide utility easement, located in the Forum Shopping Center partially and under the Price Chopper’s building as described in Book 279 Page 059, and recorded on December 23, 1976, lying 5 feet on each side of the easement in Township 37 North, Range 8 West, Section 1 of the 5p.m. See the attached map and legal description.

PURPOSE: To eliminate easements no longer necessary to maintain and manage storm water flow in this neighborhood. No utilities are located within the easements as defined herein.

ENGINEER OF RECORD: Archer-Elgin engineering, Surveying & Architecture LLC. 310 East 6th Street, Rolla, Missouri. Phone # 573-364-6362

PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee members at their March 29, 2016 meeting.

COMMISSION REVIEW AND RECOMMENDATION: It is the recommendation of the Planning and Zoning Commission that the City Council should vacate the subject easement as requested by the applicant.

ACTION REQUIRED: Motion to recommend approval, denial, or approval with conditions of the request to vacate the subject easement.

ATTACHMENTS:

\[ VT \cdot A \cdot 1. \]
Request to Vacate a 10' Utility Easement located in the Forum Addition, Tract 2

'T10' Utility Easement' recorded March 23, 1976 Book 279 Page 059 to be Vacated
ORDINANCE NO. ____________

AN ORDINANCE VACATING A PART OF A 10 FOOT UTILITY EASEMENT LOCATED IN TOWNSHIP 37 NORTH, RANGE 8 WEST, SECTION 1 OF THE 5th P.M. AND ALSO BEING A PART OF THE FORUM ADDITION, TRACT 2, AN ADDITION TO ROLLA, MISSOURI. (CITY EASEMENT)

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

Section 1: That no utilities are currently located within the easement.

Section 2: Part of a 10 foot Utility Easement, as described in Book 279 Page 059, recorded on Dec 23, 1976, lying 5 feet on each side of the following described centerline: Commencing at the Southeast corner of Section 1, Township 37 North, Range 8 West of the 5th P.M., Phelps County, Missouri, thence N 0°11' E, 35 feet; thence S89°23' W, 1213.4 feet; thence N09°23' E, 239.04 feet; thence N04°50' W, 529.16 feet to the Point of Beginning of the easement herein described; thence S89°49' E, 232.3 feet; thence S50°29' E, 136.10 feet to the end of said easement, be hereby vacated.

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


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  
ACTION REQUESTED: First Reading

ITEM/SUBJECT: An Ordinance requesting the vacation in its entirety a 10 foot wide drainage easement located in Township 37 North, Range 8 west, Section 12 of the 5th P.M. and also being a part of the Barnitz Addition, an Addition to Rolla, Phelps County, Missouri.

DATE: 4-18-2016

GENERAL INFORMATION

CASE # 3-7-16

APPLICANT/STATUS OF APPLICANT: City of Rolla/Department of Public Works

LOCATION OF EASEMENT: A 10 foot drainage easement, as described in Book Q Page 138, recorded on May 15, 1939. See the attached map and legal description.

PURPOSE: To eliminate easements no longer necessary to maintain and manage storm water flow in this neighborhood. No utilities are located within the easements as defined herein.

ENGINEER OF RECORD: Archer-Elgin engineering, Surveying & Architecture LLC. 310 East 6th Street, Rolla, Missouri. Phone # 573-364-6362

PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee members at their March 29, 2016 meeting.

COMMISSION REVIEW AND RECOMMENDATION: It is the recommendation of the Planning and Zoning Commission that the City Council should vacate the subject easement as requested by the applicant.

ACTION REQUIRED: Motion to recommend approval, denial, or approval with conditions of the request to vacate the subject easement.

ATTACHMENTS:
Request to Vacate a 10' Drainage Easement located in the Barnitz Addition

"10' Drainage Easement' recorded May 15, 1939 Book Q Page 138 to be Vacated
ORDINANCE NO. __________

AN ORDINANCE VACATING IN ITS ENTIRETY A 10 FOOT DRAINAGE EASEMENT LOCATED IN TOWNSHIP 37 NORTH, RANGE 8 WEST, SECTION 12 OF THE 5TH P.M. AND ALSO BEING A PART OF THE BARNITZ ADDITION, AN ADDITION TO ROLLA, MISSOURI. (CITY EASEMENT).

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

Section 1: That no utilities are currently located within the easement.

Section 2: A 10 foot Drainage Easement, as described in Book Q Page 138, recorded on May 15, 1939, lying 5 feet on each side of the following described centerline: Beginning at the Southeast corner of Lot ten (10), in block six (6) of the Barnitz Addition to the City of Rolla, Missouri; thence North 78 feet; thence North 74°30'00" East 15 feet; thence North 53°20'East 122 feet, thence North 3°10' West 13 feet; thence North 72° East 97 feet; thence North 32°35' East 52 feet; thence North 57°45' East 74 feet; thence North 18°10' East 21 feet; thence North 51°45' East 41 feet to the line fence on the East side of Barnitz Addition to the City of Rolla, Missouri, being the end of said easement, be hereby vacated.

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


APPROVED:

________________________
Mayor

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Counselor

\[\text{VI. B. 3.}\]
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

ITEM/SUBJECT: An Ordinance to approve the Final Plat of the I-44 CENTER PLAT NO.4, being a Re-Subdivision of a Minor Subdivision, Part of Lot B of the I-44 CENTER PLAT NO.2, City of Rolla, Phelps County, Missouri.

DATE: 4-18-2016

GENERAL INFORMATION:

CASE #: 3-10-16

APPLICANT/STATUS OF APPLICANT: The subject property belongs to Real Ventures LLC and RealtyNet, 405 Hwy 50 West, Suite 500 P.O. Box 436 Union, MO 63084. The phone number is 636-583-1100. Please see the attached Deed.

LOCATION OF SUBDIVISION: The subdivision is located north of I-44 at the intersection of HyPoint Blvd. & Hypoint Industrial Park Drive. The property was annexed into the City in May 2003 and zoned C-3 (Highway Commercial District) zoning. The Assessor's Account Number is 3356 and can be used to identify the location of a given property. See the attached map and legal description.

LOTS: The re-subdivision of Lot 2 into two lots (Lot B-2 and B-3) is the reason for this action. Lot B-2 consists of 3.00 acres and is the location of the proposed truck service facility and B-3 has 13.44 acres. There are no immediate plans for improvements to Lot 3-B, although the location is good.

PURPOSE: To complete a lot split to allow the construction of a truck repair and service facility on Lot B-2. Current zoning is C-3 (Highway Commercial District) zoning

ENGINEER OF RECORD: Archer-Elgin engineering, Surveying & Architecture LLC. 310 East 6th Street, Rolla, Missouri. Phone # 573-364-6362

PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee members at their March 29, 2016 meeting.

COMMISSION REVIEW AND RECOMMENDATION: It is the recommendation of the Planning and Zoning Commission that the City Council should approve the subdivision plat as requested by the applicant.

ACTION REQUIRED: Motion to recommend the approval, denial, or approval with conditions of the request to vacate the subject easement.

ATTACHMENTS:

VI. C.1.
April 13, 2016

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

Greetings:

For the City Council’s review and consideration, please accept this request for a First and Final Reading of the Final Plat of I-44 CENTER PLAT NO. 4. This request is being made on behalf of the owner, Real Adventures, LLC, and the owner’s representative, Investment Realty. The owner has a buyer ready to purchase Lot B-2 and this buyer would like to begin developing the site as soon as possible.

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

Sincerely,

[Signature]

Sylvester Furse IV, PLS
John Petersen

From: Sylvester Furse [sfurse@cmarcher.com]
Sent: Wednesday, April 13, 2016 8:15 AM
To: John Petersen
Subject: I-44 Center Final Reading Request
Attachments: I-44 Center Request.pdf

John,

Attached find a request for a first and final reading for I-44 CENTER PLAT NO. 4. We are printing the mylar today and are working on collecting the owner’s signature. I will bring over the mylar and cd’s after the plat is signed.

Have a good day!

Sylvester Furse, PLS
Archer-Elgin Surveying & Engineering, LLC
310 East 6th Street
Rolla, Missouri, 65401
573.364.6362 phone
573.364.4782 fax
ORDINANCE NO. __________


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

Section 1: That the Rolla City Council approves the subdivision of the final plat of the I-44 Center Plat No. 4, a minor subdivision, being a resubdivision of a part of Lot B of the I-44 Center Plat No. 2, Rolla, Phelps County, Missouri and described as follows:

A fractional part of Lot B of I-44 CENTER PLAT NO. 2, Rolla, Missouri more particularly described as follows: Beginning at the Northeast Corner of Lot B of said I-44 CENTER PLAT NO. 2; thence South 0°11'50" East, 664.42 feet along the East line of said Lot B to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2008-0944; thence South 89°49'30" West, 288.24 feet along the North line of said Document No. 2008-0944 parcel to its northwest corner; thence South 0°11'30" East, 475.51 feet along the West line of said Document No. 2008-0944 parcel to the northerly right of way of U.S. Interstate 44; thence North 89°16'40" West, 165.43 feet and, westerly, 240.14 feet along the arc of a curve, concave northerly with a radius of 556.59 feet, the chord of which is North 79°'18'10" West, 238.28 feet and, North 66°44'20" West, 33.02 feet, all along said northerly right of way to its intersection with the northeasterly right of way of Center Drive; thence North 20°59'40" East, 109.14 feet and, North 17°17' East, 501.96 feet and, northwesterly, 510.82 feet along the arc of a curve, concave southwesterly with a radius of 230.00 feet, the chord of which is North 46°20'40" West, 412.12 feet and, South 70°01'50" West, 54.20 feet and, westerly, 51.72 feet along the arc of a curve, concave northerly with a radius of 152.45 feet, the chord of which is South 79°45' West, 51.47 feet and, South 89°28'20" West, 337.51 feet, all along said northeasterly right of way to the southeast corner of Lot B-1 of I-44 CENTER PLAT NO. 3; thence North 0°12'10" East, 273.16 feet along the East line of said Lot B-1 to the North line of the aforesaid I-44 CENTER PLAT NO. 2; thence South 88°46'20" East, 343.94 feet and, South 88°53'10" East, 231.23 feet and, South 88°55' East, 23.70 feet and, South 88°46' East, 663.72 feet, all along said North line to the point of beginning. Above described tract contains 16.44 acres, more or less, per plat of survey J-1730, dated March 15, 2016, by Archer-Elgin Surveying and Engineering, LLC.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18th DAY OF APRIL 2016.

APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
Over the last year, the Meramec Region Planning Commission (MRPC) has been working with nine other local jurisdictions to update the Phelps County Hazard Mitigation Plan. The Federal Emergency Management Agency (FEMA) requires this plan to be reviewed every five years.

According to the plan, “Phelps County and nine other jurisdictions prepared this local hazard mitigation plan to guide hazard mitigation planning for the purpose of better protecting the people and property of the County from the effects of natural hazard events.

The mission of the Phelps County Hazard Mitigation Plan is to substantially and permanently reduce the county’s vulnerability to natural hazards.

This plan demonstrates the communities’ commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources for the next five years.

The plan is intended to promote sound public policy designed to protect citizens, critical facilities, infrastructure, private property and the natural environment. This can be achieved by increasing public awareness, documenting resources for risk reduction and loss prevention and identifying activities to guide the community towards the development of a safer, more sustainable community.”

A full copy of the plan is available for review at the MRPC website – www.meramecregion.org

In order for the City of Rolla to be eligible to receive federal disaster assistance a resolution must be passed which approves the Phelps County Hazard Mitigation Plan.

**Recommendation:** Motion to approve the Phelps County Hazard Mitigation Plan.
RESOLUTION NO. __________

A RESOLUTION ADOPTING THE PHELPS COUNTY MULTI-JURISDICTION NATURAL HAZARDS MITIGATION PLAN.

WHEREAS, the City of Rolla recognizes the threat that natural hazards pose to people and property within our community; and
WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and
WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 emphasizing the need for pre-disaster mitigation of potential hazards and made available hazard mitigation grants to state and local governments; and
WHEREAS, an adopted Multi-Jurisdiction Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre-and post-disaster mitigation grant programs; and
WHEREAS, the City of Rolla fully participated in the FEMA prescribed mitigation planning process to prepare this Mitigation Plan; and
WHEREAS, the Missouri State Emergency Management Agency and Federal Emergency Management Agency officials have reviewed the Phelps County Multi-Jurisdictional Natural Hazards Mitigation Plan and approved it contingent upon this official adoption of the participating governing body; and
WHEREAS, the City of Rolla desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Phelps County Multi-Jurisdiction Natural Hazards Mitigation Plan; and
WHEREAS, adoption by the governing body of the City of Rolla demonstrates the jurisdiction’s commitment to fulfilling the mitigation goals and objectives outlined in this Mitigation Plan; and
WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

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

Section 1: That the City Council of the City of Rolla, Missouri, adopts the Phelps County Multi-Jurisdictional Natural Hazards Mitigation Plan as an official plan and will submit this Adoption Resolution to the Missouri Emergency Management Agency and the Federal Emergency Management Agency officials to enable the plan’s final approval.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Resolution Authorizing the Acceptance of One Acre from the Rolla Presbyterian Church

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: April 18, 2016

COMMENTARY:

Several months ago, the Rolla Presbyterian Church approached the City about transferring one acre of ground between the Church and Ber Juan Park. The property is the eastern portion of a large parking lot that is predominantly used by park users. The parking lot condition is poor and the Church was willing to transfer at no cost to the City. The City is not compelled to retain the parking lot in perpetuity but if it does, the Church is able to access same for special Church functions. The Church will retain a right of first refusal if the City decides to sell the property in the future. The Church body is anticipated to authorize the execution of the attached documents on Sunday, April 17th.

Recommendation: Motion to approve the Resolution.
RESOLUTION NO._________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN CONTRACT FOR SALE OF REAL ESTATE AND ANY OTHER DOCUMENTS NECESSARY TO MAKE THE TRANSFER, BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE ROLLA PRESBYTERIAN CHURCH.

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 certain Contract for Sale of Real Estate and any other documents necessary to make the transfer. A copy of said Contract for Sale of Real Estate being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 18th DAY OF APRIL 2016.

APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
This Contract is entered into as of the date of the last to sign below between Rolla Presbyterian Church (Church) and City of Rolla (City).

1. Property. Church agrees to sell and City agrees to buy upon the terms and conditions set forth herein the following described real property (Property) located in Phelps County, Missouri:

A frac. part of the SE¼ of the SW¼ of Sec. 1, Twp. 37N., Rng. 8W. and described as follows:
Beginning at a point on the N. right of way of Mo. State Hwy. Route BB, said point being 728.1 ft. E. of the SW corner of the SE¼ of the SW¼ of Sec. 1, Twp. 37N., Rng. 8W., said point also being the SE corner of tract conveyed by deed of record recorded in Bk. 163, at pages 307 and 308, & filed in Recorder's Office, Phelps Co., Mo.; thence N. 0°33' E. a distance of 300.0 ft.; thence N. 89°25' E. a distance of 145.2 ft.; thence S. 0°33' N. a distance of 300. ft. to the N. right of way line of Route BB; thence S. 89°25' W. along the N. right of way line of said Route BB a distance of 145.2 ft. to the point of beginning and cont. 1.0 acres, more or less.

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.

2. Price and Payment. The purchase price is ten and no/100 dollars ($10.00) payable in cash or by check acceptable to Church at closing.

3. Conveyance and Title Standards. Marketable title in fact the Property shall be conveyed by general warranty deed free and clear of all encumbrances except as herein provided. The title herein required to be furnished is marketable title as set forth in the previously promulgated Title Examination Standards of The Missouri Bar. Any encumbrance or defect in the title which is within the scope of any of said Title Standards shall not constitute a valid objection on the part of City provided Church furnishes the affidavits or other title papers, if any, described in the applicable Title Standard.

4. Taxes. No real estate taxes shall be due the year of closing.

5. Representations. City has inspected and carefully examined the Property and neither Church nor any other person on Church's behalf has made and does not now make any representations, warranties, or agreements as to the value, condition, quality or suitability of said improved premises except as stated in the following paragraph.

6. Environmental. Church represents that Church has no knowledge of any toxic or hazardous substances, waste materials, or gases in, on, or under the Property or of any underground storage repository.

7. Right of First Refusal. Church retains the right of first refusal to re-purchase the Property. If City subsequent to closing elects to sell the Property to any bona fide third-party purchaser, City shall first offer it to Church for the same price and upon the same terms and conditions as City proposes to sell to the bona fide purchaser. City shall give to Church written notice of any intention to sell the Property which shall contain the terms and conditions of the proposed sale. To exercise the right under this paragraph, Church shall within thirty (30) days from receipt of City's notice give written notice to City accepting the terms offered to the bona fide purchaser. If Church does not exercise its right hereunder, but closing of the sale to the bona fide purchaser does not occur, the right of first refusal shall renew. An affidavit of City stating that such notice was given to Church by certified United States mail, when recorded with the receipt issued by the United States Post Office for certified mail, shall constitute conclusive proof of City's compliance with this paragraph. The rights of Church hereunder shall not be assignable. This provision shall terminate if the Church transfers the adjoining Church property to any other entity. A memorandum of this provision may be placed of record.

8. Continued Use. As long as the City continues to use the Property as a parking lot open to the general public, patrons of the Church may continue to use the Property as overflow parking.
9. Cancellation of Insurance. Church may cancel all insurance policies now in force on said property at closing and shall be entitled to claim any unearned premiums thereon.

10. Survival. The terms and conditions of this contract shall survive the closing of this transaction.

11. Notices. Any notice or demand provided for herein may be given to the party to be served by personal service or by certified mail addressed
to Church as follows: 909 E. 10th Street, Rolla, MO 65401

or to City as follows: 901 N. Elm Street, Rolla, MO 65401

12. Closing. This transaction shall be closed on April ___, 2016, at the hour of ___:00 p.m. at the offices of Williams, Robinson, White & Rigler, P.C., 901 North Pine Street, Fourth Floor, Rolla, Missouri 65401, at which time all money and papers shall be delivered and transferred and absolute possession of the Property shall be delivered to City. In the event of title defects requiring corrective work on the part of Church, this transaction shall be closed within three (3) days after correction of said title defects at the above place at a date and hour to be selected by Church.

13. Counterpart and Electronic Records. This contract may be signed in one or more identical counterpart copies which counterpart copies when signed by all the parties hereto shall constitute a fully binding contract. An electronic signature and electronically transmitted and stored versions of this contract shall have the same effect as an original signature and an original record for all purposes.

14. Definitions and Binding Effect Whenever the words “Church” or “City” are used herein they shall be construed to include the successors and assigns of Church and City.

Signed by the parties as follows:

Rolla Presbyterian Church

By: ____________________________________________
Print Name: ________________________________
Title: ________________________________

City of Rolla, Missouri

By: ________________________________
Louis J. Magdits IV, Mayor
MEMORANDUM OF CONTRACT

THIS MEMORANDUM pertains to a contract between First Presbyterian Church of Rolla, a Missouri Benevolent Corporation located in the City of Rolla, of the County of Phelps, in the State of Missouri, herein called "Presbyterian Church" and the City of Rolla, Missouri, a Municipal Corporation, herein called "City". The contract pertains to the following described real property situated in Phelps county, Missouri:

A frac. part of the SE¼ of the SW¼ of Sec. 1, Twp. 37N., Rng. 8W. and described as follows: Beginning at a point on the N. right of way of Mo. State Hwy. Route BB, said point being 728.1 ft. E. of the SW corner of the SE¼ of the SW¼ of Sec. 1, Twp. 37N., Rng. 8W., said point also being the SE corner of tract conveyed by deed of record recorded in Bk. 163, at pages 307 and 308, & filed in Recorder's Office, Phelps Co., Mo.; thence N. 0°33' E. a distance of 300.0 ft.; thence N. 89°25' E. a distance of 145.2 ft.; thence S. 0°33' N. a distance of 300. ft. to the N. right of way line of Route BB; thence S. 89°25' W. along the N. right of way line of said Route BB a distance of 145.2 ft. to the point of beginning and cont. 1.0 acres, more or less.

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.

1. Date of Contract: ________________________________

2. Right of First Refusal. Church retains the right of first refusal to re-purchase the Property. If City subsequent to acquisition elects to sell the Property to any bona fide third-party purchaser, City shall first offer it to Church for the same price and upon the same terms and conditions as City proposes to sell to the bona fide purchaser. City shall give to Church written notice of any intention to sell the Property which shall contain the terms and conditions of the proposed sale. To exercise the right under this paragraph, Church shall within thirty (30) days from receipt of City's notice give written notice to City accepting the terms offered to the bona fide purchaser. If Church does not exercise its right hereunder, but closing of the sale to the bona fide purchaser does not occur, the right
of first refusal shall renew. An affidavit of City stating that such notice was given to Church by certified United States mail, when recorded with the receipt issued by the United States Post Office for certified mail, shall constitute conclusive proof of City's compliance with this paragraph. The rights of Church hereunder shall not be assignable. This provision shall terminate if the Church transfers the adjoining Church property to any other entity.

3. The Presbyterian Church shall continue to have the right to use the property as overflow parking as long as the City maintains such property as a public parking lot.

4. The purpose of this Memorandum is to give record notice of the contract and of the rights created thereby.

Dated: ____________________________

Raymond B. Fox, Chair Board of Trustees of the First Presbyterian Church of Rolla

Dated: ____________________________

Louis J. Magdits IV, Mayor of the City of Rolla

STATE OF MISSOURI  
COUNTY OF PHELPS  
)
)
SS.

On this _____ day of April, 2016, before me appeared Raymond B. Fox, to me personally known, who, being by me duly sworn did say: That he is the Chair of the Board of Trustees of First Presbyterian Church of Rolla, Located in the City of Rolla, of the County of Phelps, in the State of Missouri, a Missouri Benevolent Corporation, and that he executed the foregoing instrument as his free act and deed as such Member, Officer and Trustee.

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.

__________________________

NOTARY PUBLIC

My Commission Expires: Rubber Stamp Seal:

__________________________  OR

(NOTARY SEAL)
STATE OF MISSOURI )
) SS.
COUNTY OF PHELPS )

On this _____ day of April, 2016, before me appeared Louis J. Magdits IV to me personally known, who, being by me duly sworn did say: That he is the Mayor for the City of Rolla for the, of the County of Phelps, in the State of Missouri, a Missouri Municipal Corporation, and that he executed the foregoing instrument as his free act and deed as such Officer.

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.

_____________________________
NOTARY PUBLIC

My Commission Expires: Rubber Stamp Seal:

_____________________________ OR
(NOTARY SEAL)

\[\text{Signature}\]
CORPORATION WARRANTY DEED

THIS DEED, made and entered into the day and year set forth below, by and between First Presbyterian Church of Rolla, a Missouri Benevolent Corporation organized and existing under the laws of the State of Missouri, Grantor, and City of Rolla, a Municipal Corporation, Grantee.

KNOW ALL MEN BY THESE PRESENTS, that First Presbyterian Church of Rolla, a Missouri Benevolent Corporation organized and existing under the laws of the State of Missouri, in consideration of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration, to it paid by City of Rolla, Missouri, a Municipal Corporation, receipt of which is hereby acknowledged, and by virtue and in pursuance of a resolution of the Session of said First Presbyterian Church of Rolla, and in conformance with the articles of incorporation and the by-laws of said corporation, does by these presents Grant, Bargain and Sell, Convey and Confirm, unto the said City of Rolla, its successors and assigns, the following described lot, tract or parcel of land, lying, being and situate in the County of Phelps and State of Missouri, to-wit:

A frac. part of the SE\(\frac{1}{4}\) of the SW\(\frac{1}{4}\) of Sec. 1, Twp. 37N., Rng. 8W., and described as follows: Beginning at a point on the N. right of way of Mo. State Hwy. Route BB, said point being 728.1 ft. E. of the SW corner of the SE\(\frac{1}{4}\) of the SW\(\frac{1}{4}\) of Sec. 1, Twp. 37N., Rng. 8W., said point also being the SE corner of tract conveyed by deed of record recorded in Bk. 163, at pages 307 and 308, & filed in Recorder's Office, Phelps Co., Mo.; thence N. 0°33' E. a distance of 300.0 ft.; thence N. 89°25' E. a distance of 145.2 ft.; thence S. 0°33' N. a distance of 300. ft. to the N. right of way line of Route BB; thence S. 89°25' W. along the N. right of way line of said Route BB a distance of 145.2 ft. to the point of beginning and cont. 1.0 acres, more or less.

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.
TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantee, and unto its successors and assigns forever, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will warrant and defend the title to the said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

With the execution of this deed, the said First Presbyterian Church of Rolla, warrants and represents being the same party named and identified in a certain Warranty Deed dated February 18, and filed for record with the Recorder of Deeds of Phelps County, Missouri, on August 11, 1967, in Book 198, at Page 263.

IN WITNESS WHEREOF, the said First Presbyterian Church of Rolla, has caused this deed to be signed and executed by its Chair, Board of Trustees the day and year set forth hereunder.

Dated: ____________________________

Raymond B. Fox, Chair for Board Trustees of the First Presbyterian Church of Rolla

Dated: ____________________________

Cynthia Hobart, Clerk of the Session of the First Presbyterian Church of Rolla

STATE OF MISSOURI  )
COUNTY OF PHELPS  )  SS.

On this _____ day of April, 2016, before me appeared Raymond B. Fox, to me personally known, who, being by me duly sworn did say: That he is the Chair of the Board of Trustees of First Presbyterian Church of Rolla, Located in the City of Rolla, of the County of Phelps, in the State of Missouri, a Missouri Benevolent Corporation, and that he/she executed the foregoing instrument as his/her free act and deed as such Member, Officer and Trustee.

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.

NOTARY PUBLIC

My Commission Expires: Rubber Stamp Seal:

__________________________  OR

(NOTARY SEAL)
STATE OF MISSOURI  )
    ) SS.
COUNTY OF PHELPS  )

On this _____ day of April, 2016, before me appeared Cynthia Hobart, to me personally
known, who, being by me duly sworn did say: That she is the Clerk of Session for the First
Presbyterian Church of Rolla, Located in the City of Rolla, of the County of Phelps, in the State of
Missouri, a Missouri Benevolent Corporation, and that he/she executed the foregoing instrument as
his/her free act and deed as such Member, Officer and Trustee.

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.

                  NOTARY PUBLIC

My Commission Expires: Rubber Stamp Seal:

__________________________  OR

(NOTARY SEAL)
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Ordinance to Authorize Limited and Controlled Bow Hunting in Rolla

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: April 18, 2016

COMMENTARY:

Based on past Council discussions, including discussions with MDC staff, City staff is recommending a revision to Chapter 41 of the City Code to permit bow hunting on City tracts in excess of seven (7) acres. Bow hunting is already permitted in Rural Residential zones regardless of size, provided certain conditions apply. This amendment requires all legal bow hunting to comply with MDC hunting regulations. The ordinance limits the season from September 15th to the opening day of gun season (discharge of guns/rifles for hunting purposes remains prohibited in Rolla.)

Recommendation: First reading.
ORDINANCE NO. __________

AN ORDINANCE REPEALING SECTION 41-6 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI AND ENACTING A NEW SECTION 41-6 IN LIEU THEREOF PERTAINING TO THE DISCHARGE OF BOWS AND ARROWS AND CROSSBOWS.

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

SECTION 1: That Section 41-6 of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, is hereby repealed and new Section 41-6 is enacted in lieu thereof as follows:

Sec. 41-6. Discharge of bows and arrows and crossbows prohibited within the City Limits of Rolla, Missouri; exceptions; limited hunting.

(a) Definitions:

Bow and arrows shall mean a bow and arrow combination that requires completely manual operation without any means to cock the weapon. This definition excludes bow and arrow combinations considered as toys and intended to release arrows incapable of penetrating a target or other surface.

Crossbow shall mean a traditional crossbow utilizing a mechanism wherein the weapon can be cocked and left in a stable state until it is subsequently released or fired at a later time via a trigger mechanism.

(b) It shall be unlawful for any person within the City Limits to discharge any bow and arrow or crossbow unless that person complies with the following regulations in either subsections 41-6 (c) and 41-6(d).

(1) It shall be unlawful for any person to discharge any type of bow and arrow or crossbow within Rolla's City Limits in a manner that endangers persons or property.

(2) It shall be unlawful for any person to discharge any type of bow and arrow or crossbow in such a manner that causes the arrow or bolt to land on any property other than the property on which the arrow or bolt was discharged, unless written permission is granted by the impacted property owner(s).

(3) It shall be unlawful to use and/or discharge any type of bow and arrow or crossbow on public property unless authorized by the City Council.
 Ordinance No. _________  
Page 2

(c) The use of any type of bow and the discharge of target arrows is permitted within Rolla's City Limits for the purpose of target shooting. Any person who participates in target shooting pursuant to this subsection shall abide by subsection 41-6 (b) and the following rules:

(1) It shall be unlawful for any person fifteen (15) years of age or younger to participate in target shooting unless under the supervision of a parent or legal guardian.

(2) It shall be unlawful for any person who participates in target shooting pursuant to this subsection to discharge a broadhead or any type of hunting arrow.

(d) The use of longbow, recurve and/or compound bows, or crossbows, and the discharge of broadhead or other hunting arrows or bolts is permitted within Rolla's City Limits for the purpose of taking game as regulated by the Missouri Department of Conservation and with the written permission of the property owner. Archery hunting using bows and arrows or crossbows shall only be permitted on private land zoned "R-R" (Rural Residential) pursuant to Chapter 42, Article III, Zoning, or other zoned properties containing no less than seven (7) acres and subject to the provisions of subsection 41-6 (b). Archery hunting shall comply with all hunting regulations and permits established by the Missouri Department of Conservation though the hunting season within the City Limits shall begin no earlier than September 15 and shall end 30 minutes after sunset on the day before the November portion of the Missouri fall firearms season. (Ord. 3387, §1)

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
Mayor

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

__________________________
Viola F. B.
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion

ITEM/SUBJECT: Rolla’s Route 66 Summerfest

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/18/16

COMMENTARY:

The following is a listing of the requested street and parking lot closings for Rolla’s 2016 Route 66 Summerfest to be held on June 3rd and June 4th.

Friday, June 03, 2016
Southwest Municipal Lot 6:00 a.m. to Midnight
South Festival Lot 5:30 p.m. to Midnight
North Festival Lot 5:30 p.m. to Midnight
9th Street from Elm to Oak 5:30 p.m. to Midnight
Oak Street from 8th to 10th 5:30 p.m. to Midnight

Saturday, June 04, 2016
Southwest Municipal Lot 6:00 a.m. to Midnight
South Festival Lot 6:00 a.m. to Midnight
North Festival Lot 6:00 a.m. to Midnight
Pine Street from 7th to 10th 6:00 a.m. to Midnight
8th Street from Pine to RR tracks 6:00 a.m. to 6:00 p.m.
8th Street from Pine to Rolla 12:00 p.m. to 2:00 p.m.
Oak Street from 7th to 11th 6:00 a.m. to Midnight
9th Street from Pine to Oak 6:00 a.m. to Midnight
Elm Street from 9th to 10th 6:00 a.m. to Midnight

Staff recommends approval of the request.
Summerfest 2016
Friday, June 3rd and Saturday, June 4th

Friday, June 3, 2016
Southwest Municipal Lot  6:00 a.m. to Midnight
South Festival Lot       5:30 p.m. to Midnight
North Festival Lot      5:30 p.m. to Midnight
9th Street from Elm to Oak 5:30 p.m. to Midnight
Oak Street from 8th to 10th 5:30 p.m. to Midnight

Saturday, June 4, 2016
Southwest Municipal Lot  6:00 a.m. to Midnight
South Festival Lot       6:00 a.m. to Midnight
North Festival Lot      6:00 a.m. to Midnight

Saturday, June 4, 2016
Pine Street from 7th to 10th 6:00 a.m. to Midnight
8th Street from Pine to RR tracks 6:00 a.m. to 6:00 p.m.
8th Street from Pine to Rolla 12:00 p.m. to 2:00 p.m.
Oak Street from 7th to 11th 6:00 a.m. to Midnight
9th Street from Pine to Oak 6:00 a.m. to Midnight
Elm Street from 9th to 10th 6:00 a.m. to Midnight

ROLLA
**Rolla's**

"Route 66" Summerfest

**June 3rd, 4th and 5th, 2016**

**Downtown Rolla**

---

**Friday**

4:00 pm - Cruisers gather at St. James Veterans Home
Classic Cars, Custom Cars, Motorcycles

Arts & Crafts Booths Open
Food Court Opens

5:00 pm - Music in the Food Court
"Branded Desperado's"

5:30 pm - Skateboard Park Opens
(Helmets Required)

6:00 pm - Tennis Tournament Begins
Cruise to Rolla on "Route 66"

6:30 pm - Cruisers arrive in Rolla
Miss "Route 66" Pageant

8:00 pm - Motorcycle Light Show

8:30 pm - Drummers Competition

9:00 pm - Movie Under the Stars

---

**Saturday**

7:30 am - 5k/10k Lelseyre Bike Ride

8:00 am - Car Show begins on Pine Street
Registration until Noon

9:00 am - Arts, Crafts & Food Vendors
Kids Activities / Pony Rides
Sandpits / Skateboard Games
Inflatable Games by Party Pro
Motorcycle Show on Pine St.

10:30 am - Kids Tricycle & Bicycle Races
(under the 10th St. bridge)

11:00 am - Duck & Dive Square Dance Demo

12:00 pm - Downhill Derby
Registration for Dog Show
(At the Bandshell)

1:00 pm - Hot Dog Eating Contest

2:00 pm - Funny Crazy Dog Show Contest

3:00 pm - The Shamrock Irish Dancers

6:00 pm - Burnout Contest
(No open wheel wells)

8:00 pm - FREE Street Dance

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**Sunday**

12:00 pm - Tennis Tournament Continues

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www.route66summerfest.com

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VI.6.4.
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance  Motion & 1st Reading

ITEM/SUBJECT: Project 398 – 2016 Phase II Asphalt Improvements

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 04/18/16

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

COMMENTARY:

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

Rolla Asphalt, LLC
PO Box 1264
Rolla, MO 65402

$126,130.00

Pierce Asphalt, LLC
19619 CR 7300
Newburg, MO 65550

$116,067.00

Staff recommends award of the bid to Pierce Asphalt, LLC for $116,067.00. 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 $116,067.00.
ORDINANCE NO. ____________


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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Pierce Asphalt, LLC., for 2016 Phase II Asphalt Improvements, Project 398, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 18th DAY OF APRIL 2016.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of ________________, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and 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 Phase II Asphalt Improvements, PROJECT 398, 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 II Asphalt Improvements, PROJECT 398.
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 $116,067.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract. Date of Completion of this project is September 30, 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

CONTRACTOR

BY ____________________________
TITLE ____________________________

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ____________________________

________________________________________
Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ____________________________

________________________________________
Notary Public

VII. A.6.
We added the attached change order to this year’s insituform contract. It involves the sanitary sewer on Rolla Street from 6th Street to 8th Street. We discovered this need during our work to adjust manholes in Rolla Street. A section of the sewer was replaced but the balance needs relined.

It was necessary to give the company approval in order to meet this year’s schedule. The material used was special order.

Council approval on change orders is needed when they exceed ten percent of the original contract.

Staff recommends approval.
To: Dennis Cook  
City of Rolla  
901 North Elm Street  
Rolla, MO 65402

Re: Change Order 1  
City of Rolla, MO, 2016 Sanitary Sewer CIPP Project  
6" CIPP Add-On

Scope of work:
Rolla MO  
2016 Sewer Rehab

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<th>Description</th>
<th>Unit of Measure</th>
<th>Per Bid Quantity</th>
<th>Bid Price</th>
<th>Total</th>
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Original Contract: $115,370.52

Change order #1

| CO1.1     | Add-on CIPP | LF | 568 | $28.67 | $16,284.56 |
| CO1.2     | Add-on Performance and Payment Bond | LS | 1 | $255.00 | $255.00 |

Revised Contract: $131,910.08

INCLUDED:

- Certificate of insurance with a standard coverage
- Standard light cleaning of loose debris and televising
- Bypass
- CIPP installation
- Dry weather work only

City of Rolla, MO, 2016 Sanitary Rehab Proposal Page 1 of 2

[Signature]
✓ Post TV
✓ All pricing assumes 100% of above scope. If scope changes, pricing will need to be reevaluated

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

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

Thank you,

INSITUFORM TECHNOLOGIES USA, LLC.

Offered By: Insituform Technologies USA, LLC.

Accepted By: Insituform Technologies USA, LLC.

Greg Patton
Business Development Manager

Signature

Name/Title

Organization

Accepted by: Insituform Technologies USA, LLC.

Date: ____________________