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

AGENDA OF THE ROLLA CITY COUNCIL
Monday, May 2, 2016
City Hall Council Chambers
901 North Elm Street
6:30 P.M.

PRESIDING: MAYOR PRO-TEMPORE MONTY JORDAN

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

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Matt Miller

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – April 4, 2016
   2) City Council Closed Session Meeting – April 4, 2016
   3) City Council Meeting – April 18, 2016
   4) City Council Closed Session Meeting – April 18, 2016

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) Monarch Butterfly Program – Missouri Master Naturalist Susan Wrasmann

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report – March 2016
D) Rolla National Airport Committee Meeting Notes – April 13, 2016
F) Planning and Zoning Commission Preliminary Meeting Minutes – April 12, 2016
V. OLD BUSINESS
   A) Ordinance Authorizing the Mayor to Enter Into a Contract with Pierce Asphalt, LLC for Project 398, 2016 Phase II Asphalt Improvements – (Public Works Director Steve Hargis) - Final Reading
   B) 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) - Final Reading
   C) Ordinance Authorizing Use of Chapter 100 Bonds for Hartmann US – (City Administrator John Butz) - Final Reading

VI. NEW BUSINESS
   A) Resolution Authorizing an Amended TDD (MoveRolla) Project –
      (City Administrator John Butz) - Resolution

VII. CLAIMS and/or FISCAL TRANSACTIONS
   A) Motion Awarding Bid for Project 394 – 2016 Micro Surfacing and an Ordinance Authorizing the Mayor to Enter into a Contract with Donelson Construction Co. for Same – (Public Works Director Steve Hargis) – Motion/First Reading
   B) Motion Awarding Bid for Mower for Parks and Public Works Departments – (Parks & Recreation Director Floyd Jermigan & Public Works Director Steve Hargis) – Motion
   C) Motion Awarding Consultant/Broker Services – (Finance Director Steffanie Rogers) – Motion

VIII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

IX. MAYOR/CITY COUNCIL COMMENTS
   A) Motion Reappointing Mr. Jim Marcellus (2nd Term, May 2019) and Ms. Ruth Stoecker (3rd Term, May 2019) to the Library Board – Motion
   B) Motion Appointing Mr. Tom Sager to the Library Board (1st Term, May 2017) – Motion
   C) Motion Appointing Ms. Brenda Linkeman to the Library Board (1st Term, May 2019) – Motion
   D) Motion Reappointing Councilmen Jordan, Meusch, and Bowe to the Finance/Audit Committee – Motion

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION
Pursuant to Section 610.021(12) RSMo. the City Council will discuss the following issues in Closed Session: None.

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

Presiding: Mayor Louis J. Magdits, IV

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

Council Members Absent: Kelly Long

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

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

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

Councilman Steven Jung led in the Pledge of Allegiance.

I. CONSENT AGENDA

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

(A) Approval of the Rolla City Council Minutes for the following:
   1) City Council Meeting – March 7, 2016
   2) City Council Closed Session Meeting – March 7, 2016
   3) City Council Meeting – March 21, 2016
   4) City Council Closed Session Meeting – March 21, 2016

II. PUBLIC HEARINGS

None.

APRIL 4, 2016
III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

None.

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

Mayor Magdits referred the Council to (A) the February 2016, Environmental Services Department Monthly Report; (B) the February 2016, Police Department Monthly Report; (C) the February 2016, Animal Control Division Monthly Report; (D) the February 2016, Rolla Municipal Utilities Monthly Report; (E) the February 23 and 29, 2016, Rolla Board of Public Works Meeting Minutes; (F) the March 8, 2016, Planning and Zoning Commission Preliminary Meeting Minutes, and; (G) the February 2016, Fire and Rescue Department Monthly Report.

V. OLD BUSINESS

(A) Ordinance Rezoning an 11.9 Acre Tract Located North of Wild Horse Run Plat No. 1 from R-1 (Single Family District) to RR (Rural Residential District) Zoning (Joynen): Community Development Director John Petersen noted the subject property is located north of Wild Horse Run Subdivision and consists of almost 12 acres. The applicants are requesting the property be rezoned from R-1 (Single Family District) to RR (Rural Residential). Mr. Petersen explained under the RR (Rural Residential) provisions driveways and parking areas are not required to be paved. However, in an R-1 (Single-Family District) the parking areas and driveways must be paved. Mr. Petersen reported the Planning and Zoning Commission recommend approval.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4267: AN ORDINANCE APPROVING THE REZONING OF AN 11.9 ACRE TRACT LOCATED IN A FRACTIONAL PART OF THE SW 1/4 OF THE NW 1/4, OF SECTION 24, T37N, R8W FROM R-1 (SINGLE FAMILY DISTRICT) ZONING TO RR (RURAL RESIDENTIAL DISTRICT) ZONING. (JOYNER). A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Jung, Miller, Jordan, Hines, Woolley, Williams, Bowe, Crowell, Meusch, Eudaly, and Morris. Nays; None. Absent; Long. Motion carried. The ordinance passed.
V. OLD BUSINESS (continued)

(B) Ordinance Rezoning a Fractional Part of the Forum Plaza Shopping Center from C-1 (Neighborhood Business District) Zoning & C-2 (General Retail District) Zoning to C-3 (Highway Commercial District) Zoning (Super Market Developers): Community Development Director John Petersen explained the subject property consists of 4.56 acres and is the former location of the Country Mart store. He explained the building is currently being remodeled. Mr. Petersen told the Council the applicant is requesting the rezoning of the property to C-3 (Highway Commercial District) to primarily allow for the sale, storage, and display of merchandise outdoors. He pointed out that during its last meeting, the Council placed the following conditions on the rezoning: 1) the property owner and/or tenant shall maintain no less than 160 designated parking spaces to serve the businesses located at 1104, 1100, and 1040 Forum Drive; and; 2) the storage, display, or sale of merchandise outdoors shall be limited to the area south of the building and north of Tenth Street, and immediately adjacent to the west side of the building.

After some discussion, City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4268: AN ORDINANCE APPROVING THE REZONING OF A 4.56 ACRE TRACT DESCRIBED AS A FRACTIONAL PART OF THE FORUM SHOPPING CENTER, TRACTS 2 & 3 FROM C-1 (NEIGHBORHOOD BUSINESS DISTRICT) ZONING AND C-2 (GENERAL RETAIL DISTRICT) ZONING TO C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING. (SUPER MARKET DEVELOPERS). A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Miller, Bowe, Woolley, Williams, Hines, Jung, Meusch, Jordan, Morris, Eudaly, and Crowell. Nays; None. Absent; Long. Motion carried. The ordinance passed.

(C) Ordinance Rezoning Tract A of Lost Acres Subdivision from C-3 (Highway Commercial District) Zoning to R-3 (Multi-Family District) Zoning (Goldberg): Community Development Director John Petersen explained the subject property is currently zoned C-3 (Highway Commercial District) and there are four structures on the property, which could potentially be residential. He said he believes this is what prompted the property owners to request the rezoning to R-3 (Multi-Family District). Mr. Petersen said the current zoning of C-3 (Highway Commercial District) is considered a legal, non-conforming use. Mr. Petersen reported the Planning and Zoning Commission recommend approval of the request.
V. OLD BUSINESS (continued)

(C) Ordinance Rezoning Tract A of Lost Acres Subdivision from C-3 (Highway Commercial District) Zoning to R-3 (Multi-Family District) Zoning (Goldberg): City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4269: AN ORDINANCE APPROVING THE REZONING OF A .95 ACRE PARCEL LOCATED IN THE LOST ACRES SUBDIVISION, LOT "A", TO BE REZONED FROM C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING TO R-3 (MULTI-FAMILY DISTRICT) ZONING. (GOLDBERG). A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Williams, Jordan, Jung, Eudaly, Woolley, Miller, Bowe, Crowell, Meusch, Morris, and Hines. Nays; None. Absent; Long. Motion carried. The ordinance passed.

VI. NEW BUSINESS

(A) Motion Approving Use of Rolla National Airport Fields for Sept. 2016 Greek Week Games: City Administrator John Butz noted the Missouri S&T IFC has been using the Rolla National Airport fields for its Greek Week Games for about the past twenty years. He told the Council the request includes a license for beer sales and the organizers are required to provide bus transportation for the participants, other than the IFC's leaders.

Following some discussion, a motion was made by Morris and seconded by Eudaly to approve the use of the Rolla National Airport fields for Greek Week Games in September 2016, with proper beer sales. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(B) Resolution Authorizing the Vacation of an Old Utility Easement – Briggs Building: City Administrator John Butz recalled that during the Council’s last meeting he briefly mentioned that during review of the closing documents between Big Industrial and Hartmann, U.S., an old, unused, and abandoned telephone easement was discovered. He said the City has no need for the easement and the subject quitclaim deed would release any interest or claim to it.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1857: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY

APRIL 4, 2016
VI. NEW BUSINESS (continued)

(B) Resolution Authorizing the Vacation of an Old Utility Easement – Briggs Building (continued): OF ROLLA, MISSOURI A CORPORATION QUIT CLAIM DEED BETWEEN THE CITY OF ROLLA, MISSOURI, AND ROLLA PROPERTY, LLC. A motion was made by Williams and seconded by Eudaly to approve the proposed resolution. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The resolution passed.

(C) Ordinance Approving Chapter 100 Bond Project & EEZ Benefits for Hartmann US: City Administrator John Butz recalled that when the City executed the Memorandum of Understanding with Hartmann U.S. it laid out incentives and talked about the Enhanced Enterprise Zone (EEZ). One of the significant incentives offered Hartmann U.S. was tax-exempt Chapter 100 bonds for plant equipment over the next six years. Mr. Butz explained the subject document affirms the EEZ property tax abatement for their new investment, but more critically, it provides the Chapter 100 bond financing for the equipment, which allows a mechanism to exempt the personal property tax on equipment up to $65 million that goes inside the facility. Mr. Butz said the Council is asked to consider the first reading of the subject ordinance at this meeting and a public hearing would be conducted during the next Council meeting for the EEZ benefits. He pointed out there is no formal action the Council will take on the public hearing, however it is referenced in the documents.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: 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.
VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Project 395 – 2016 Surface Sealing Treatment, &; an Ordinance Authorizing the Mayor to Enter into a Contract with Pierce Asphalt, LLC. for Same: Public Works Director Steve Hargis explained the subject bid is for surface sealing treatment. He said the City tried this procedure for the first time last year and was impressed with it. Mr. Hargis indicated staff is recommending the bid be awarded to Pierce Asphalt, LLC, Newburg, Missouri, for $56,250. A motion was made by Morris and seconded by Eudaly to award the bid for the 2016 Surface Sealing Treatment, Project 395, to Pierce Asphalt, LLC, Newburg, Missouri for $56,250. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT, LLC. FOR 2016 SURFACE SEALING TREATMENT, PROJECT 395.

(B) Motion Awarding Bid for Project 397 – 2016 Phase I Asphalt Improvements, &; an Ordinance Authorizing the Mayor to Enter into a Contract with Rolla Asphalt, LLC. for Same: Public Works Director Steve Hargis explained the subject bid is for the 2016 reconstruction work. He noted only one bid was received from Rolla Asphalt, LLC, Rolla, Missouri, for $455,134.40. Mr. Hargis said this bid is consistent in what was bid in the past and the bid amount is within budget and staff recommends approval.

After a brief discussion, a motion was made by Williams and seconded by Morris to award the bid for Project 397, 2016 Phase I Asphalt Improvements to the sole bidder, Rolla Asphalt, LLC, Rolla, Missouri, for $455,134.40. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND ROLLA ASPHALT, LLC. FOR 2016 PHASE I ASPHALT IMPROVEMENTS, PROJECT 397.

APRIL 4, 2016

[Signature]

[Initials]
VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(C) Motion Awarding Bid for Project 402 – 2016 Asphalt Overlay Parking Lots, &; an Ordinance Authorizing the Mayor to Enter into a Contract with Pierce Asphalt, LLC. for Same: Public Works Director Steve Hargis reported two bids were received for the subject project. Staff is recommending the bid be awarded to the low bidder, Pierce Asphalt, LLC, Newburg, Missouri, for $27,194.55. Mr. Hargis informed the Council the two parking lots in Green Acres Park would be done as part of this project. A motion was made by Williams and seconded by Eudy to award the bid for Project 402, 2016 Asphalt Overlay Parking Lots, to the low bidder, Pierce Asphalt, LLC, Newburg, Missouri for $27,194.55. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT, LLC. FOR 2016 ASPHALT OVERLAY PARKING LOTS, PROJECT 402.

VIII. CITIZEN COMMUNICATION

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

Mr. Chad Siehr, 802 E. 12th Street, Rolla, Missouri, said for decades Rolla has allowed Burlington-Northern to provide the city with probably the worst railroad crossings in the state. He asked the Council to consider putting some “heat” on Burlington-Northern to manage their tracks better in our community. Mr. Siehr said they are terrible for foot traffic. He pointed out drivers must slow to five M.P.H. to safely cross the tracks.

Although the City has no authority over the railroad, City Administrator John Butz indicated the City would contact them.

No one else present addressed the Council.
IX. MAYOR/CITY COUNCIL COMMENTS

(A) Motion Appointing Dr. Bill Moorkamp, Mr. Kevin Edwards, Ms. Francine D. Merenghi, Ms. Tracy Limmer, and Mr. Mike Miller to the Health and Recreation Center Board: A motion was made by Eudaly and seconded by Hines to appoint Dr. Bill Moorkamp, Mr. Kevin Edwards, Ms. Francine D. Merenghi, Ms. Tracy Limmer, and Mr. Mike Miller to the Health and Recreation Center Board. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

X. COMMENTS FOR THE GOOD OF THE ORDER

(A) Citizen Letter: Mayor Magdits read a letter from a citizen who inadvertently dropped an envelope of money in a recycling tub. The citizen thanked City Environmental Service Department employees Chad Barton, Eric Miller, and David Brumett for their honesty.

Councilman Morris relayed a similar incident several years ago, during the free spring pickup, when he was disposing of a grill and had left a metallic box with a key to his house. He said the City workers were kind enough to return the key to him. Mr. Morris commended the employees for going out of their way to do what was right.

XI. CLOSED SESSION

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

The Council adjourned into closed session at approximately 7:09 p.m.

XII. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 7:52 p.m.

City Counselor Lance Thurman reported that during Closed Session, the City Council discussed contract negotiations, but no action was taken.
XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 7:53 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

__________________________    ______________________
CITY CLERK                  MAYOR
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, APRIL 18, 2016; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV


Council Members Absent: None.

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

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

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

Councilman Walt Bowe led in the Pledge of Allegiance.

I. CONSENT AGENDA

(A) Motion Accepting the April 5, 2016, Certified Election Results: A motion was made by Williams and seconded by Jordan to accept the April 5, 2016, election results as certified by Phelps County Clerk and Election Authority Pamela K. Grow. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

II. ELECTED OFFICIALS SWEARING-IN CEREMONY: City Clerk Carol Daniels administered the oath of office to the following newly elected officials: City Attorney Bradley Neckermann; Municipal Judge James T. Crump; Ward I Councilman Monty Jordan; Ward II Councilman Matthew Miller; Ward III Councilman Kelly Long; Ward IV Councilman Don Morris; Ward V Councilman Jim Williams, and; Ward VI Councilman Walt Bowe.

APRIL 18, 2016

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COUNCIL MEETING MINUTES
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III. PUBLIC HEARINGS

(A) Public Hearing to Solicit Input on Use of Enhanced Enterprise Zone Benefits for Hartmann US: City Administrator John Butz recalled the Council approved participation in the Enhanced Enterprise Zone a few years ago. He referred the Council to Resolution No. 1705, which laid out the tax incentives based on investment, number of employees and wages paid. Mr. Butz indicated Hartmann US qualifies for these incentives. He noted the Enhanced Enterprise Zone Board met a few weeks ago and reviewed Hartmann’s proposal.

Mayor Magdits first gave an opportunity for anyone from the other tax jurisdictions to address the Council. No one present responded.

Mayor Magdits then opened the public hearing to anyone wishing to address the Council regarding this issue.

Mr. Tom Sager, 8 Laird Avenue, Rolla, Missouri, recalled the Enhanced Enterprise Zone was approved by the City Council in 2009 after a very contentious public hearing where by far the majority of the people attending were against the designation. He asked Mr. Butz if the entire city of Rolla had to be declared blighted to receive this designation.

Mr. Butz responded it did not require the whole city limits to be blighted. However, if the City wanted to make the tool available for any investment in the city, then it would have to be in the district. Therefore, the entire city limits was declared blighted.

Mr. Sager stated he is very much against giving away public money to designated private enterprises. He stressed he has nothing against Hartmann US and welcomes them to Rolla, but he is very much against giving public tax money away to private enterprise. Mr. Sager said private enterprise has to stand on its own two feet. Additionally, declaring the city blighted in order to give away public money was a terrible thing to do.

No one else present addressed the Council. Mayor Magdits closed the public hearing.

IV. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

Ms. Gwen Hicks and Mr. Andy Conklin with the Phelps County National Day of Prayer Committee invited the Council and public to the Mayor’s Prayer Breakfast on Thursday, May 5, 2016, 6:30 p.m. in Missouri S&T’s Havener Center. Additionally, a prayer will be held at the Phelps County Courthouse from 12:15 p.m. to 12:45 p.m. that day and a Community Prayer Service would be held at the Presbyterian Church at 7 p.m.
IV. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS (continued)

(A) Missouri S&T Community Service Projects: Ms. Jessica Haywood, Program Administrator for Volunteerism and Greek Life in the Department Student Life, at the Missouri University of S&T, gave an overview of the community service projects conducted and planned by the students and how the community can become involved.

(B) 2015 Fourth Quarter/Year End Tourism Report: Ms. Stevie Kearse, Rolla Area Chamber of Commerce Executive Director, provided an overview of the 2015 Fourth Quarter/Year End Tourism Report.

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 noted staff is requesting the final reading of the subject ordinance, which would authorize the Mayor to enter into a contract with Pierce Asphalt, the low bidder, for surface sealing treatment.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4270: 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 SURFACE SEALING TREATMENT, PROJECT 395. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Long, Crowell, Miller, Eudaly, Hines, Jung, Woolley, Jordan, Morris, Bowe, Williams, and Meusch. Nays; None. Absent; None. Motion carried. The ordinance passed.

(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 explained this project is the core of the City’s reconstruction efforts. One bid was received from Rolla Asphalt, LLC, for $455,134.40, which Council awarded during its last meeting. He asked the Council to consider the final reading of the subject ordinance, which would authorize the Mayor to enter into the subject contract with Rolla Asphalt.

APRIL 18, 2016

I. A. 12.
V. OLD BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Enter into a Contract with Rolla Asphalt, LLC for 2016 Phase I Asphalt Improvements, Project 397 (continued): City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4271: 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. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Jordan, Williams, Jung, Hines, Woolley, Miller, Bowe, Crowell, Meusch, Long, Morris, and Eudaly. Nays; None. Absent; None. Motion carried. The ordinance passed.

(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 explained the subject project would provide overlays for parking lots in the park system, in particular, Green Acres Park. During its last meeting, the Council awarded the bid to the low bidder Pierce Asphalt, LLC, for $27,194.55. Mr. Hargis asked the Council to consider the final reading of the subject ordinance, which would authorize the Mayor to execute the subject contract.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4272: 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. A motion was made by Williams and seconded by Meusch to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Woolley, Bowe, Miller, Williams, Hines, Jung, Meusch, Long, Morris, Crowell, Eudaly, and Jordan. Nays; None. Absent; None. Motion carried. The ordinance passed.

VI. NEW BUSINESS

(A) Ordinance Vacating Part of a 10 Foot Utility Easement (City Easement): Community Development Director John Petersen pointed out the subject ten-foot wide utility easement is located under the Price Chopper building located in the Forum

APRIL 18, 2016
VI. NEW BUSINESS (continued)

(A) Ordinance Vacating Part of a 10 Foot Utility Easement (City Easement)
(continued): Shopping Center. He noted the water line has been removed and there is no longer a need for this easement.

Following a brief discussion, City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4273: 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). A motion was made by Morris and seconded by Eudaly to suspend the rules and that the ordinance be read for its final reading, by title. A voice vote on the motion showed eleven ayes, one nay, and zero absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Crowell, Eudaly, Jung, Hines, Jordan, Miller, Bowe, Williams, Meusch, Long, Morris, and Woolley. Nays: None. Absent: None. Motion carried. The ordinance approved.

(B) Ordinance Vacating in its Entirety a 10 Foot Utility Easement (City Easement):
Community Development Director John Petersen explained the subject easement, located in the Barnitz Subdivision, was for storm water management. One of the reasons for vacating the easement is because it unnecessarily sits below four houses.

Following discussion, City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4274: 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). A motion was made by Morris and seconded by Eudaly to suspend the rules and that the ordinance be read for its final reading, by title. A voice vote on the motion showed eleven ayes, one nay, and zero absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Morris, Woolley, Miller, Williams, Hines, Jung, Meusch, Jordan, Bowe, Crowell, Eudaly, and Long. Nays: None. Absent: None. Motion carried. The ordinance passed.
VI. NEW BUSINESS (continued)

(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 explained the applicants have requested the resubdivision of Lot 2 into two lots (Lots B-2 and B-3). He said a truck wash and service facility will be located on Lot B-2. Mr. Petersen reported the Planning and Zoning Commission unanimously recommend approval of the subdivision plat

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4275: AN ORDINANCE APPROVING 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. (I-44 SUBDIVISION). A motion was made by Williams and seconded by Morris to suspend the rules and that the ordinance be read for its final reading, by title. A voice vote on the motion showed nine ayes, three nays, and zero absent. Motion carried. Ms. Buschjost then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Hines, Long, Jung, Williams, Jordan, Miller, Eudaly, Crowell, Meusch, Woolley, Morris, and Bowe. Nays; None. Absent; None. Motion carried. The ordinance passed.

(D) Resolution Approving the Phelps County Hazard Mitigation Plan: Fire Chief Ron Smith first reported the storm siren at the HyPoint Industrial Park has been installed and is working properly.

Chief Smith noted the subject Phelps County Hazard Mitigation Plan consists of 356 pages, double-sided. He asked the Council to consider approval of the subject resolution, which would approve the Plan. Chief Smith stated it was developed through a work program with the Meramec Regional Planning Commission (MRPC) in conjunction with the County of Phelps and nine other jurisdictions for better protecting the people and property of the county for the effects of natural disasters only. He pointed out this Plan does not deal with manmade disasters, i.e. terrorism, structure fires. Chief Smith said that in order for the City to eligible to receive federal disaster assistance a resolution approving the Plan must be passed.

City Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title. RESOLUTION NO. 1858: A RESOLUTION ADOPTING THE PHELPS COUNTY MULTI-JURISDICTION NATURAL HAZARDS MITIGATION PROGRAM.
VI. NEW BUSINESS (continued)

(D) Resolution Approving the Phelps County Hazard Mitigation Plan (continued): PLAN. A motion was made by Williams and seconded by Morris to approve the proposed resolution. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried. The resolution passed.

(E) Resolution Authorizing the Mayor to Execute a Contract for Sale of Real Estate with the Rolla Presbyterian Church: City Administrator John Butz explained the Rolla Presbyterian Church approached the City about transferring an acre of ground located east of the Church’s primary parking lot. The parking lot is primarily used to support park users and is rarely used for overflow by the Church. According to the proposed agreement, Mr. Butz noted the City is not compelled to retain the parking lot in perpetuity, but if it does, the Church retains a right of first refusal. He said the City does not plan to pave the lot for a while, but will make sure it is safe. Mr. Butz indicated the Church body approved the sale during a meeting last evening. He added the Church is transferring the property to the City at no cost.

Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title. RESOLUTION NO. 1859: 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. A motion was made by Long and seconded by Jordan to approve the proposed resolution. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried. The resolution passed.

(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 explained there has been some desire to have the ability to thin Rolla’s deer herd. He said staff is proposing the ordinance language based on the conversation with the Missouri Department of Conservation and the Police Department. Mr. Butz showed the Council a map, which detailed all seven or more acre tracks in the city limits. He noted bow hunting is already permitted in Rural Residential zones regardless of size. He said he is uncertain as to how much this will encourage bow hunting in the city limits. Additionally, he noted the proposed ordinance limits the season from September 15 and ending 30 minutes after sunset on the day before the November portion of the Missouri fall firearm season.

APRIL 18, 2016

I. A. 16.
VI. NEW BUSINESS (continued)

(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 (continued):
Based on the comments from the Council, City Administrator John Butz indicated he would have a map prepared showing the five or more acre tracks in the city limits.

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

(G) Motion Authorizing the Closing of Certain Streets During 2016 Route 66 Summerfest:
Public Works Director Steve Hargis referred the Council to the list and diagram that depicts the streets and parking lots that would be closed on Friday evening June 3 and all day on Saturday, June 4, during Route 66 Summerfest. He said the Summerfest activities this year are virtually the same as last year with one notable change. Mr. Hargis told the Council he understands the burnout contest will be held again this year.

City Administrator John Butz added staff has emphasized with the Summerfest Committee the need for insurance, in particular for the burnout contest.

A motion was made by Williams and seconded by Eudaly to authorize the closing of the requested parking lots and streets during the June 3 and June 4, 2016, Summerfest activities, subject to proof of appropriate insurance coverage in advance of the street/parking lot closures. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

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 reported bids were received for asphalt improvements, Phase II, which is for maintenance overlays. Bids were received from Rolla Asphalt, LLC, and Pierce Asphalt, LLC. Staff is
COUNCIL MEETING MINUTES
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VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(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 (continued): recommending award to the low bidder, Pierce Asphalt, LLC, for $116,067.00. Mr. Hargis asked the Council to consider the first reading of the proposed ordinance that would authorize the Mayor to enter into a contract with Pierce Asphalt, LLC.

A motion was made by Eudaly and seconded by Long to award the bid for Project 398, Phase II Asphalt Improvements to the low bidder, Pierce Asphalt, LLC, for $116,067.00. A voice vote on the motion showed twelve ayes, zero nays, and zero nays. Motion carried.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND PIERCE ASPHALT, LLC. FOR 2016 PHASE II ASPHALT IMPROVEMENTS, PROJECT 398.

(B) Motion Authorizing Change Order No. 1 with Insituform Technologies: Public Works Director Steve Hargis recalled that during a previous meeting the Council authorized a contract for rehabilitating sanitary sewer lines with Insituform Technologies. It was recently brought to the staff’s attention that the sanitary sewer on Rolla Street is in dire need of a lining. With permission from City Administrator John Butz, Mr. Hargis informed the Council he gave Insituform Technologies verbal approval to order the materials so we could stay on schedule. He told the Council any change orders exceeding ten percent of the contract require Council approval. Mr. Hargis said the change order amount is $16,539.56.

A motion was made by Long and seconded by Morris to authorize the change order with Insituform Technologies for $16,539.56. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.
VII. MAYOR/CITY COUNCIL COMMENTS

(A) Mayor/Council Appointments:

1) Council Appointment of Mayor Pro-Tempore: A nomination was made by Williams and seconded by Long to appoint Councilman Don Morris as Mayor Pro-Tempore. A nomination was made by Eudaly and seconded by Miller to appoint Councilman Monty Jordan as Mayor Pro-Tempore. Since there are multiple nominations, Mayor Magdits suggested the vote be done by secret ballot. The ballots were tallied by City Clerk Carol Daniels and showed the following: Councilman Jordan received seven votes and Councilman Morris received five votes. Mayor Magdits declared Councilman Jordan as Mayor Pro-Tempore.

2) Council Appointment of City Council Planning & Zoning Commission Representative: A motion was made by Long and seconded by Jordan to appoint Councilman Matthew Miller as the City’s representative to the Planning and Zoning Commission. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

(B) Phelps County Commission Rotating Community-Based Meeting at 6 p.m. on Thursday, April 21st in Council Chambers: Mayor Magdits reported the next community based meeting of the Phelps County Commission will be held on Thursday, April 21 in the Rolla City Hall Council Chambers. He encouraged citizens and Council to attend.

IX. CITIZEN COMMUNICATION

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

X. COMMENTS FOR THE GOOD OF THE ORDER

(A) Parks and Recreation Director Introduction: Mayor Magdits introduced the City’s new Parks and Recreation Director Floyd Jernigan to the Council.

Mr. Jernigan stated he is glad to be here and expressed his appreciation for the opportunity and confidence that has been shown him.

(B) Railroad Crossing Update: Public Works Director Steve Hargis reported he was informed by the railroad that the railroad crossings at Eighth Street and Eighteenth Street are scheduled to be improved this year.
X. COMMENTS FOR THE GOOD OF THE ORDER (continued)

(C) St. Patrick’s Day Problems: Councilman Williams asked if the First Assembly of God Church experienced any problems from the St. Patrick’s Day weekend activities.

Mayor Magdits said he spoke with one of the elders last week and he indicated he was not aware of any problems.

City Administrator John Butz added someone from the Police Department spoke with Rev. Chuck Whitmire and a meeting is scheduled with the St. Patrick’s Day Committee within the next few days. He said the word was it went well. Mr. Butz stated the Church did a good job of posting and securing the parking lot before the activities began.

(D) Grass Mowing: Councilman Williams reminded residents it is grass-mowing time and not to mow the grass into the streets because it clogs the sewer system.

XI. CLOSED SESSION

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

The Council adjourned into closed session at approximately 8:17 p.m.

XII. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 9:21 p.m.

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

Having no further business, the meeting adjourned at 9:22 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

__________________________   ________________________
CITY CLERK                   MAYOR
# Materials Collected & Shipped from Recycling Center

(Based on Calendar Year)

<table>
<thead>
<tr>
<th>Material</th>
<th>Mar 2016</th>
<th>Feb 2016</th>
<th>Mar 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardboard</td>
<td>107.6 ton</td>
<td>128.0 ton</td>
<td>107.3 ton</td>
<td>364.3 ton</td>
<td>382.3 ton</td>
<td>1,718.9 ton</td>
</tr>
<tr>
<td>Newspaper</td>
<td>19.8 ton</td>
<td>40.6 ton</td>
<td>44.2 ton</td>
<td>100.8 ton</td>
<td>129.6 ton</td>
<td>500.2 ton</td>
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<tr>
<td>High Grade Paper</td>
<td>20.3 ton</td>
<td>20.0 ton</td>
<td>20.8 ton</td>
<td>82.1 ton</td>
<td>83.3 ton</td>
<td>314.1 ton</td>
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<tr>
<td>Aluminum</td>
<td>2.4 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>2.4 ton</td>
<td>3.0 ton</td>
<td>10.9 ton</td>
</tr>
<tr>
<td>Tin/Steel Cans</td>
<td>3.8 ton</td>
<td>4.6 ton</td>
<td>5.4 ton</td>
<td>15.0 ton</td>
<td>16.2 ton</td>
<td>57.7 ton</td>
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<tr>
<td>Plastic</td>
<td>10.7 ton</td>
<td>10.4 ton</td>
<td>29.7 ton</td>
<td>31.9 ton</td>
<td>53.3 ton</td>
<td>135.0 ton</td>
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<tr>
<td>Glass</td>
<td>17.4 ton</td>
<td>43.6 ton</td>
<td>23.9 ton</td>
<td>81.6 ton</td>
<td>68.6 ton</td>
<td>253.5 ton</td>
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<tr>
<td>Batteries</td>
<td>0.8 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.8 ton</td>
<td>1.3 ton</td>
<td>1.6 ton</td>
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<tr>
<td>Electronic Waste</td>
<td>3.4 ton</td>
<td>3.8 ton</td>
<td>3.6 ton</td>
<td>11.8 ton</td>
<td>8.5 ton</td>
<td>48.7 ton</td>
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<tr>
<td>Household HW</td>
<td>0.0 ton</td>
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<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>6.8 ton</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>186.2 ton</strong></td>
<td><strong>251.0 ton</strong></td>
<td><strong>234.9 ton</strong></td>
<td><strong>690.7 ton</strong></td>
<td><strong>746.1 ton</strong></td>
<td><strong>3,047.4 ton</strong></td>
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## Services Provided

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<tr>
<th>Type of Service</th>
<th>Mar 2016</th>
<th>Feb 2016</th>
<th>Mar 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
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</thead>
<tbody>
<tr>
<td>Special Pick-ups</td>
<td>78</td>
<td>48</td>
<td>65</td>
<td>195</td>
<td>197</td>
<td>902</td>
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<tr>
<td>Paper Shredding</td>
<td>14.0 hours</td>
<td>13.5 hours</td>
<td>5.0 hours</td>
<td>39.0 hours</td>
<td>26.5 hours</td>
<td>148.5 hours</td>
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<tr>
<td>Reported Trash Nuisances</td>
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<td>57</td>
<td>42</td>
<td>147</td>
<td>140</td>
<td>587</td>
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<tr>
<td>Households Dropping Off Hazardous Waste</td>
<td>107</td>
<td>34</td>
<td>74</td>
<td>192</td>
<td>184</td>
<td>866</td>
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## Disposal Tonnage

(Sanitation Division)

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<tr>
<th>Material</th>
<th>Mar 2016</th>
<th>Feb 2016</th>
<th>Mar 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse</td>
<td>1,342.2 ton</td>
<td>1,228.9 ton</td>
<td>1,349.7 ton</td>
<td>3,683.8 ton</td>
<td>3,901.5 ton</td>
<td>15,969.4 ton</td>
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## Rolla Police Department
### Calls for Service
#### March 2016

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<tr>
<th>CFS</th>
<th>Total</th>
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<tbody>
<tr>
<td>Assist Agency</td>
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<tr>
<td>Assist Ambulance</td>
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<tr>
<td>Security Check</td>
<td>78</td>
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<td>Assist Citizen</td>
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<tr>
<td>Animal Control</td>
<td>173</td>
</tr>
<tr>
<td>Crossing Guard</td>
<td>5</td>
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<tr>
<td>Assist Fire</td>
<td>3</td>
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<tr>
<td>Assist Law Agency</td>
<td>53</td>
</tr>
<tr>
<td>Assisi: Motorist</td>
<td>17</td>
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<tr>
<td>Assault</td>
<td>12</td>
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<tr>
<td>Benevolent Fund</td>
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<tr>
<td>Burglary</td>
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<tr>
<td>Child Abuse</td>
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<tr>
<td>Call for Police</td>
<td>33</td>
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<tr>
<td>Court</td>
<td>4</td>
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<tr>
<td>Checck Well Being</td>
<td>59</td>
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<tr>
<td>Death</td>
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</tr>
<tr>
<td>Disturbance-Liquor</td>
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<tr>
<td>Domestic Violence</td>
<td>30</td>
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<tr>
<td>Disturbance - Other</td>
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<td>Property Damage-NonCriminal</td>
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<td>Destruction of Property</td>
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<td>Expate Violation</td>
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<td>Field Interview</td>
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<td>Fight</td>
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<td>Fingerprints</td>
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<td>Fraud</td>
<td>27</td>
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<td>Information Request</td>
<td>227</td>
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<td>Juvenile Complaint</td>
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<tr>
<td>Kidnapping</td>
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<tr>
<td>Keep the Peace/Standby</td>
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<tr>
<td>Littering/Dumping</td>
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</tr>
<tr>
<td>Vehicle Lockout</td>
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<tr>
<td>Loitering</td>
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<tr>
<td>Lost or Stolen Property</td>
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<tr>
<td>Liquor Violation</td>
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<tr>
<td>Leave without Pay</td>
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<tr>
<td>Mental Health</td>
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<td>Missing Person</td>
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<td>Loud Noise Complaint</td>
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<tr>
<td>Open Door</td>
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<tr>
<td>Prowler</td>
<td>3</td>
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<tr>
<td>Pursuit</td>
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<tr>
<td>Vehicle Repossession</td>
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<tr>
<td>Abandoned/Recovered Prop</td>
<td>21</td>
</tr>
<tr>
<td>Runaway</td>
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</table>

<table>
<thead>
<tr>
<th>CFS</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suspicious Activity</td>
<td>76</td>
</tr>
<tr>
<td>Selective Enforcement</td>
<td>1</td>
</tr>
<tr>
<td>Sex Offense</td>
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</tr>
<tr>
<td>Shots fired</td>
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<tr>
<td>Soliciting</td>
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<tr>
<td>School Resource Officer</td>
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<tr>
<td>Stealing</td>
<td>76</td>
</tr>
<tr>
<td>Stolen Vehicle</td>
<td>2</td>
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<tr>
<td>Traffic Complaint</td>
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<tr>
<td>Tampering</td>
<td>3</td>
</tr>
<tr>
<td>Telephone Harassment</td>
<td>13</td>
</tr>
<tr>
<td>Tow Sticker Expired</td>
<td>3</td>
</tr>
<tr>
<td>Trespassing</td>
<td>10</td>
</tr>
<tr>
<td>Try to Contact</td>
<td>11</td>
</tr>
<tr>
<td>Veterinary Call</td>
<td>6</td>
</tr>
<tr>
<td>Vehicle Identification</td>
<td>33</td>
</tr>
<tr>
<td>Weapons Violation</td>
<td>3</td>
</tr>
<tr>
<td>Alarm LE</td>
<td>52</td>
</tr>
<tr>
<td>Accident - Private Property</td>
<td>23</td>
</tr>
<tr>
<td>Accident - No Injury</td>
<td>42</td>
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<tr>
<td>Accident - Injury</td>
<td>5</td>
</tr>
<tr>
<td>Accident - Road Blocked</td>
<td>13</td>
</tr>
<tr>
<td>Accident - Leave the scene</td>
<td>15</td>
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<tr>
<td>CWB 911 Hangup</td>
<td>216</td>
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<tr>
<td>Harassment</td>
<td>12</td>
</tr>
<tr>
<td>Grass Fire</td>
<td>1</td>
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<tr>
<td>Ambulance Needed</td>
<td>9</td>
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<tr>
<td>Vehicle Fire</td>
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<tr>
<td>Fire-Other</td>
<td>1</td>
</tr>
<tr>
<td>Traffic Stop</td>
<td>565</td>
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<tr>
<td>Abandoned Vehicle</td>
<td>5</td>
</tr>
<tr>
<td>Driving While Intoxicated</td>
<td>20</td>
</tr>
<tr>
<td>Intoxicated Person</td>
<td>22</td>
</tr>
<tr>
<td>Escort - Bank</td>
<td>3</td>
</tr>
<tr>
<td>Escort - Courtesy</td>
<td>7</td>
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<tr>
<td>Escort - Funeral</td>
<td>13</td>
</tr>
<tr>
<td>Busy/Out At</td>
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Total: 2943

Report Prepared on: 04/21/2016 10:16 02
March 2016

Part I Crimes

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# ANIMAL CONTROL MONTHLY TOTALS

## ANIMALS IMPounded

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<th>Wildlife</th>
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<th>2015 YTD Total</th>
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## ADDITIONAL STATISTICS

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Airport Advisory Committee Notes

Wednesday, April 13, 2016 in the
Airport Pilot Lounge

The Airport Advisory Committee meeting was called to order by Chairman Ed Schmidt at 4:04pm. Additional members in attendance included Steve Mason, Don Morris, Jim Sowers, and Dr. Delbert Day. Others in attendance included Airport Manager Darrin Bacon, City administrator John Butz, Public Works Director Steve Hargis, RREC Executive Director Cyndra Lorey, and guests Joe Pestka (JViation).

The first order of business was approval of the minutes from the August 26, 2015 meeting. After review a motion was made by Delbert Day and seconded by Don Morris to approve the minutes – passed unanimously.

The second order of business was a brief review of the proposed terminal building project (90% grant funded). Joe Pestka, JViation, reviewed the floor plan as proposed (2,500 – 2,600 SF) after field visits to newer terminal buildings in Farmington, Hannibal and Mexico, MO. Darrin Bacon attended the facilities tour and discussed the elements that seemed to work best at each. Discussion ensued over demolition of the current building and how best to protect/build around the FAA Weather Station (FAA has estimated the cost to relocate same to the new facility to be $100,000). The consensus was to demo the building as an alternate (grant eligible) and have Public Works reconstruct a small shell around the current facility. Steve Mason suggested the building have after-hours access with digital locks (anticipated with the building). Joe summarized the project schedule with MoDOT review/approval in May/June with an August bid schedule with a 6 – 9 month construction schedule. Ed Schmidt made a motion to proceed with the project seconded by Don Morris – motion passed unanimously.

Joe Pestka briefed the Board on the 5-year rolling CIP process that includes the terminal building in 2016 and review of pavement surface on Runway 13/31 in 2017/2018. Joe also mentioned that MoDOT conducted their Pavement Condition Study in spring 2016 but results have not been finalized or circulated. Delbert reminded the group that we need to retain our VOR as long as possible.

The third order of business was a status report on the Airport Business/Marketing Plan underway w/ Blaine Canada (a 90% MoDOT Aviation grant). Cyndra Lorey, RREC Executive Director, reported on the project’s progress including a number of sessions with the Task Force and focus groups. Cyndra anticipates a final presentation on the plan to City Council on May 16. Cyndra also reviewed a few concepts for a logo and slogan specifically for the Airport – more for web presence and marketing materials. A motion was made by Don Morris and
seconded by Jim Sowers to approve “logo 5” (airplane image in Rolla) and the slogan “Designed to Connect”.

The fourth order of business was a review of a pre-paid fueling program and discount. John Butz reviewed the draft agreement that proposes a $.30 - .40 discount off the list price for pre-paid fuel in excess of 1,000 gallons (up to 3,000 gallons). Darrin Bacon had been approached by a few local pilots interested in pre-paying and felt the discount would incentivize local purchasing. John Butz reviewed the current fuel pricing of RNA in comparison to the region and Rolla is always on the lower half of same. Ed Schmidt expressed reservation about such a program – providing such a steep discount off already competitive prices to secure 1,000 – 3,000 gallon purchases. Darrin suggested 3 – 5 current planes/pilots would qualify for the program. Darrin mentioned the prospect of pilots bundling their purchase of fuel to qualify for the volume discounting but John Butz expressed reservation over expanding the program as such – more difficult to track and need to maintain the $1 or so mark-up on fuel to offset Airport maintenance costs. The Committee took the matter under advisement with no action.

The fifth order of business was a variety of miscellaneous actions including an updated by Steve Hargis on the EDA/infrastructure project and grant close-out; discussion on electric capacity for future industrial expansion; and Greek Week games on the old Extravaganza Site (Sept. 10 & 17). John Butz also reported that Blue Bit Networks who had erected wireless internet service equipment on the new water tower had requested to be released of their rent due to lack of market and competition on the tower with Wave Computers.

The final order of business was the Airport Manager’s report on fuel sales. Darrin reported that the fueling system recently passed all tests this spring. Darrin also reported that the Cuba Airport will be down for 45 days starting May 9th which means those aircraft and fuel purchases will generally occur at RNA. Lastly John Butz mentioned that the City had been approached by S&T to host the 2017 Human Powered Vehicle competition that will take place in May. The competition will bring 32 teams from throughout the Country to compete. Part of the competition includes a ¼ straight stretch. John reported that while we are considering sites in the City limits the prospect of doing timed trials at RNA is a possibility. Steve Mason suggested possibly using the 4/22 taxiway. Joe offered to assist with coordinating with the FAA if Rolla is selected as the 2017 site.

There being no further business the meeting was adjourned at 5:52 pm with a motion from Jim Sowers and seconded by Don Morris.
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No exceptions noted

*Information Displayed Per User Security Authorization*
*Confidential - For Court Use Only*
BANK NAME: First Community National Bank - Rolla  
BANK ACCOUNT NUMBER: 0299537

OTHER GENERAL LEDGER ACCOUNTS

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TOTAL OTHER GENERAL LEDGER ACCOUNTS 24,917.00

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

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

*Confidential - For Court Use Only*
MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY April 12, 2016 5:30 P.M.

Presiding: Don Brown, Chairperson

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

Commission Members Absent: Monte Shields and Jack Morris

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

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

I. APPROVAL OF MINUTES
The March 8, 2016 minutes were approved.

II. REPORT ON CITY COUNCIL ACTIONS

Community Development Director John Petersen reported on the actions from the March 21, and April 4, 2016 City Council Meeting.

III. PUBLIC HEARINGS: None

IV. OLD BUSINESS: None

V. NEW BUSINESS:

A. 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. (Barnitz Addition)

Mr. Petersen advised that RMU encourages this vacation since this has not been used since the property was built in 1939. He recommended for approval to go to City Council.

IV. E.I.
A motion was made by Bill Lindgren, seconded by J Martin to recommend to the City Council approval of the 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. A voice vote on the motion showed unanimous approval. Motion carried.

B. 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)

Mr. Petersen advised this easement runs under Price Choppers and is not needed or used. He recommended to vacate to eliminate any potential problem.

A motion was made by Bill Lindgren, seconded by Russell Schmidt to recommend to the City Council approval of the 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. A voice vote on the motion showed unanimous approval. Motion carried.

C. 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, Rolla, Phelps County, Missouri.

John Petersen explained this Subdivision, Lot B2, after selling and transfers it exist as 3 lots. All easements have been provided for as requested by RMU and Public Works. Mr. Petersen advised it will be a truck repair and wash facility going in to this location. Recommendation to be sent to City Council for approval.

A motion was made by Russell Schmidt, seconded by Bill Lindgren to recommend to the City Council approval of the 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, Rolla, Phelps County, Missouri. A voice vote on the motion showed unanimous approval. Motion carried.

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

VII. OTHER BUSINESS – CITIZENS COMMENTS: None

Meeting adjourned at 5:40 P.M.
Minutes prepared by Roben Griggs
<table>
<thead>
<tr>
<th>BUILDING PERMITS ISSUED</th>
<th>MARCH FY 2016</th>
<th>MARCH FY 2015</th>
<th>YTD FY 2016</th>
<th>YTD FY 2015</th>
<th>Δ CHANGE FY 15 - FY 16</th>
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<tr>
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<td># Value</td>
<td># Value</td>
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<tr>
<td>PERMITS ISSUED</td>
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<td>195</td>
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<td>Electric, Plumbing, etc. Only</td>
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<tr>
<td>Duplexes</td>
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<td>1 $ 232,400</td>
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<tr>
<td>3-or-4 family</td>
<td>4 $ 1,288,996</td>
<td>- $ -</td>
<td>6 $ 1,787,476</td>
<td>2 $ 715,060</td>
<td>200.0% 151.4%</td>
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<tr>
<td>5-or-more family</td>
<td>- $ -</td>
<td>2 $ 1,104,672</td>
<td>1 $ 440,829</td>
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<tr>
<td>Hotels, Motels</td>
<td>- $ -</td>
<td>0 $ -</td>
<td>2 $ 5,581</td>
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<tr>
<td>Other nonhousekeeping shelter</td>
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<td>- $ 2,345</td>
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<tr>
<td>Amusement, social, recreational</td>
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<tr>
<td>Churches, other religious</td>
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<tr>
<td>Industrial</td>
<td>- $ -</td>
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<tr>
<td>Parking Garages, Storage</td>
<td>- $ -</td>
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<td>Service stations, repair garages</td>
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<td>Hospitals, institutional</td>
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<td>1 $ -</td>
<td>- $ -</td>
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<td>Schools, other educational</td>
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<td>Stores, customer</td>
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<td>Towns, antennas</td>
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<td>0 $ -</td>
<td>- $ -</td>
<td>- $ -</td>
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<td>Signs, attached and detached</td>
<td>10 $ 18,256</td>
<td>6 $ 23,795</td>
<td>28 $ 112,309</td>
<td>29 $ 67,884</td>
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<td>Residential addition, remodel</td>
<td>4 $ 27,700</td>
<td>9 $ 58,750</td>
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<td>3 $ 52,500</td>
<td>20 $ 934,260</td>
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<td>Demolition, single family</td>
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<td>3 $ - 7</td>
<td>14 $ - 547</td>
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<td>Demolition, 2-family</td>
<td>- $ -</td>
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<td>- $ -</td>
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<tr>
<td>Demolition, 3-or-4 family</td>
<td>- $ -</td>
<td>0 $ -</td>
<td>- $ -</td>
<td>- $ -</td>
<td>-100.0% -100.0%</td>
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<tr>
<td>Demolition, 5-or-more family</td>
<td>- $ -</td>
<td>2 $ -</td>
<td>- $ -</td>
<td>- $ -</td>
<td>-100.0% -100.0%</td>
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<td>Demolition, all other</td>
<td>1 $ - 1</td>
<td>- $ - 4</td>
<td>2 $ - 11</td>
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<td>EST. CONSTRUCTION COSTS</td>
<td>$ 2,172,790</td>
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<td>FEES</td>
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<th>INSPECTIONS PERFORMED</th>
<th>MARCH FY 2016</th>
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<th>YTD FY 2016</th>
<th>YTD FY 2015</th>
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<td>Excavation Inspections</td>
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<td>Mechanical Inspections</td>
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<td>23</td>
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<td>Code inspections</td>
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<td>Nuisance Inspections</td>
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<td>Business License Inspections</td>
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<td>625</td>
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<td>3/1/2016</td>
<td>Mechanical</td>
<td>Residential Mechanical, Electric, Plumbing</td>
<td>GARNER REFG. &amp; HEATING INC</td>
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<td>JACOB FESTER</td>
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<td>Excavation</td>
<td>Excavation Deposit</td>
<td>MELROSE QUARRY &amp; ASPH</td>
<td>1902 North Bishop Avenue</td>
<td>FISHER PROPERTIES INC BLUFFMONT ESTATES A</td>
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<tr>
<td>3/7/2016</td>
<td>Plumbing</td>
<td>Residential Mechanical, Electric, Plumbing</td>
<td>Lowe's</td>
<td>1409 Timberlane Court</td>
<td>CRAIG C &amp; CATHERINE CLAYBAUGH</td>
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<td>SHANNEN F COX</td>
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<td>1873 Longview Lane</td>
<td>James J &amp; Engelbrecht Cinty G &amp; Dillon</td>
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<td>3/7/2016</td>
<td>Plumbing</td>
<td>Sewer Tap</td>
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<tr>
<td>3/7/2016</td>
<td>Plumbing</td>
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<td>3/7/2016</td>
<td>Sign Permit</td>
<td>Signs 50 sq. ft. and under</td>
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<td>Richard E &amp; Kathleen A Arthur</td>
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<td>3/7/2016</td>
<td>Building</td>
<td>Commercial Alterations 501 - 1499 sq. ft.</td>
<td>JERRY MESA SERVICES</td>
<td>700 West 2nd Street</td>
<td>MARK &amp; TINA KEAN</td>
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<tr>
<td>3/7/2016</td>
<td>Building</td>
<td>Final Deposit Paid By Contractor</td>
<td>JERRY MESA SERVICES</td>
<td>700 West 2nd Street</td>
<td>MARK &amp; TINA KEAN</td>
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<td>FOURBAR HOLDINGS LLC</td>
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<td>MORGAN TRAVEL LLC</td>
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<td>1305 Highland Drive</td>
<td>BRUCE A &amp; SHIRLEY I HALL</td>
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<td>DANNY G &amp; CARRIE A TRUST VINCENT</td>
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<td>LARSON CONSTRUCTION</td>
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<td>FRAN-TAB BUILDERS</td>
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<td>Commercial Deck, Porch or Stairs</td>
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<tr>
<td>3/17/2016</td>
<td>Mechanical Permit</td>
<td>Residential Mechanical, Electric, Plumbing</td>
<td>GARNER REFG. &amp; HEATING INC</td>
<td>39 Johnson Street</td>
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<td>3/17/2016</td>
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<td>3/17/2016</td>
<td>Building Permit</td>
<td>TOWNHOUSE</td>
<td>I TOTAL CONSTRUCTION</td>
<td>1906 A Maxwell Street</td>
<td>Lin Chen Investment LLC</td>
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<tr>
<td>3/17/2016</td>
<td>Building Permit</td>
<td>Sewer connection Duplex</td>
<td>I TOTAL CONSTRUCTION</td>
<td>1906 A Maxwell Street</td>
<td>Lin Chen Investment LLC</td>
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<td>3/17/2016</td>
<td>Building Permit</td>
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<td>I TOTAL CONSTRUCTION</td>
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<td>3/21/2016</td>
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<td>3/21/2016</td>
<td>Building Permit</td>
<td>Residential Alterations 501 - 1499 sq. ft.</td>
<td>24/7 HOMES, LLC</td>
<td>1705 Forest Place</td>
<td>Jeffrey G &amp; Debra L Davis</td>
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<tr>
<td>3/21/2016</td>
<td>Building Permit</td>
<td>Final Deposit Contractor</td>
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<td>Building Permit</td>
<td>Single Family Dwelling</td>
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<td>585 SYCAMORE</td>
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<td>SHAWN COVERAGEAL</td>
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<tr>
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<tr>
<td>3/21/2016</td>
<td>Building Permit</td>
<td>Excavation Deposit</td>
<td>Same As Owner</td>
<td>585 SYCAMORE</td>
<td>SHAWN COVERDALE</td>
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<td>3/22/2016</td>
<td>Demolition Permit</td>
<td>Residential Demolition</td>
<td>GRACELAND CONSTRUCTIO</td>
<td>102 North Elm Street</td>
<td>Elizabeth Tyler Alberta &amp; Lonnie c/o Alberta &amp; Lonnie Tyler Langerak</td>
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<tr>
<td>3/22/2016</td>
<td>Demolition Permit</td>
<td>Final Deposit Contractor</td>
<td>GRACELAND CONSTRUCTIO</td>
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<td>3/22/2016</td>
<td>Demolition Permit</td>
<td>Residential Demolition</td>
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<td>3/22/2016</td>
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<td>Final Deposit Contractor</td>
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<td>102 North Elm Street</td>
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<td>3/22/2016</td>
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<td>Commercial Deck, Porch or Stairs</td>
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<td>ROBERTSON &amp; PENN INC</td>
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<td>STAR SIGN CO INC</td>
<td>110 South Spilman Avenue</td>
<td>Tony Froehlich Agency LLC</td>
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<td>Residential Deck, Porch or Stairs</td>
<td>FRAN-TAB BUILDERS</td>
<td>19 King Drive</td>
<td>DEWAYNE E &amp; KAREN J WEADE</td>
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<td>Commercial Alterations 501 - 1499 sq. ft.</td>
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<td>1051 Kingshighway</td>
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<td>1400 East 10th Street</td>
<td>Sho-My Pover Corporation</td>
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<td>Tater Patch Saloon LLC</td>
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<td>Building Permit</td>
<td>Single Family Dwelling</td>
<td>MARTENS, JEREMY</td>
<td>550 Maplewood Drive</td>
<td>F SCOTT &amp; TONYA HULBERT</td>
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<td>Create Date</td>
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<td>Contractor</td>
<td>Address</td>
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<td>550 Maplewood Drive</td>
<td>F SCOTT &amp; TONYA HULBERT</td>
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<td>3/28/2016</td>
<td>Building Permit</td>
<td>Sewer Tap</td>
<td>MARTENS, JEREMY</td>
<td>550 Maplewood Drive</td>
<td>F SCOTT &amp; TONYA HULBERT</td>
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<td>MARTENS, JEREMY</td>
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<td>F SCOTT &amp; TONYA HULBERT</td>
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<td>F SCOTT &amp; TONYA HULBERT</td>
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<td>3/29/2016</td>
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<td>CENTURY SIGNS &amp; DESIGNS</td>
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<td>GUFFEY REAL ESTATE HOLDINGS LLC</td>
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<tr>
<td>3/29/2016</td>
<td>Sign Permit</td>
<td>Signs 50 sq. ft. and under</td>
<td>CENTURY SIGNS &amp; DESIGNS</td>
<td>1051 Kingshighway</td>
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<td>72 CENTRE LLC PAM PLUNKETT</td>
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<td>GARNER REFG. &amp; HEATING INC</td>
<td>906, 908, 910, 912 North Cedar Street</td>
<td>DARRELL MARTIN</td>
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</table>
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Final Reading

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

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 05/02/16

COMMENTARY:

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

Rolla Asphalt, LLC $126,130.00
PO Box 1264
Rolla, MO 65402

Pierce Asphalt, LLC $116,067.00
19619 CR 7300
Newburg, MO 65550

Council accepted the low bid of $116,067.00 submitted by Pierce Asphalt, LLC at the April 18th Council meeting. Staff is requesting the final 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.


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

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

V. A. 6.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Final Reading

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

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: May 2, 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 limited 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.)

Council initially considered a minimum three (3) acre parcel but that appeared rather extensive. The seven (7) acre minimum parcel could potentially open 10-15 privately owned tracts for hunting. Council also suggested a possible five (5) acre minimum. The attached map identifies potentially 20-25 parcels for such a hunt. A motion to amend is needed to substitute the five (5) acre minimum.

City Hall has not received any direct calls/input on this issue.

Recommendation: Final reading.

Note: See suggestions referenced in the Post Dispatch article on the City of Ladue’s bow hunting ordinance.

ITEM NO. 5. B.1.
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.

[Signature]

[Date]
(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:

______________________
City Clerk

APPROVED AS TO FORM:

______________________
City Counselor
LADUE • The Ladue City Council is set to cast a final vote next month on allowing bow hunting for deer on properties of three or more acres.

On Monday night, the council gave initial approval of the hunting, meant to control the deer population.

But officials agreed to delay final approval to allow for some technical changes, including some suggested by Erin Shank, an urban wildlife biologist with the Missouri Department of Conservation.

A January count of deer in the city showed high numbers — especially south of Clayton Road — and Shank, in a recent presentation to the city, had said that archery hunting would be the most appropriate way to cull the herd.

The proposed legislation would mandate that, among other things, hunting:

• Could only take place during the state’s archery deer season (this year, Sept. 15-Nov. 11).

• Property owners would have to notify the city and neighbors of plans to hunt there.

• Hunters would have to carry written permission from property owners and have a current state hunting permit.

• No arrows could be shot across a street, sidewalk or playground, within 30 yards of a building or vehicle (without the owner’s permission), or within 200 yards of a church, school or playground.

• All hunting would have to be conducted from a stand at least 10 feet high and facing the interior of the property.

While there would be a three-acre minimum requirement for hunting, the law would allow adjacent property owners to combine their tracts to satisfy the minimum.

Mayor Nancy Spewak said some possible changes to the legislation could include city police — rather than the Department of Conservation — being notified first if an injured deer is on the loose as well as the city defining archery devices as the state defines them.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Final Reading to Authorize Use of Ch. 100 Bonds for Hartmann US

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: May 2, 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.

The attached ordinance gives final approval to the Hartmann incentive program including:

1) Issuance of up to $65,000,000 in Industrial Revenue Bonds for Hartmann equipment (paid entirely and wholly by Hartmann) for partial personal property tax abatement

2) Confirms use of real property abatement for new construction using the City’s EEZ.

3) Affirms a utility incentive program based on consumption.

4) Waives up to $4,000 in building permit fees.

The documents include a Performance Agreement, which stipulates how much private investment, employment, and utility consumption is required by Hartmann to receive the incentives. Council performed the First Reading of said Ordinance on April 4th and held the required public hearing on April 18th. We are waiting a final review by Hartmann’s legal for final reading.

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

WHEREAS, the City of Rolla, Missouri, a third-class city and political subdivision of the State of Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the “Act”), to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

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

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

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

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

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

\[ \sqrt{C.A.} \]
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.

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

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

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

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

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

Section 10. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage and approval.
PASSED this ___ day of April, 2016.

Mayor

Attest:

City Clerk
EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

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

TRUST INDENTURE

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

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

BOND PURCHASE AGREEMENT

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

PERFORMANCE AGREEMENT

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

"Event of Default" means any Event of Default as provided in Section 7.1.

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

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

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

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

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

<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)) = $1,220,000).

(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%).

- 7 -
(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 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).
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 propriety, safety, confidentiality and security requirements, enter upon the Facility to examine and inspect the Project Equipment and the records of the Company that demonstrate compliance with this Agreement.

Section 5.2. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

SALE AND ASSIGNMENT

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

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

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

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

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

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

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

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

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

ARTICLE VIII
TERM OF AGREEMENT

Section 8.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

[Signature]
(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, teacopies, 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.
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
JOINDER BY COUNTY ASSESSOR

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

OFFICE OF THE PHELPS COUNTY ASSESSOR

By: ________________________________
Name: Bill Wiggins
Title: County Assessor
JOINDER BY ROLLA BOARD OF PUBLIC WORKS

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

ROLLA BOARD OF PUBLIC WORKS

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

PROJECT EQUIPMENT

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

CHAPTER 100 ANNUAL COMPLIANCE REPORT

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

<table>
<thead>
<tr>
<th>Business Name</th>
<th>MO. Tax I.D. Number</th>
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<tr>
<td>HARTMANN US INC.</td>
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<tr>
<th>City, State, Zip Code</th>
<th>Federal Employer I.D. Number (FEIN)</th>
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<tr>
<th>Average Monthly Number of Jobs during Applicable Calendar Year</th>
<th>Average Wage during Applicable Calendar Year</th>
<th>Applicable Calendar Year</th>
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The undersigned, a duly authorized representative of Hartmann US Inc., hereby states and certifies that the information set forth in this report is true and correct.

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

Please send form to:

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

COMPANY’S AFFIDAVIT

STATE OF MISSOURI )
) SS
COUNTY OF PHELPS )

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

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

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

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

Further Affiant Sayeth Not.

HARTMANN US INC.

By: ____________________________
Name: __________________________
Title: __________________________

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

__________________________________
Notary Public

My commission expires on: __________  __________
ITEM/SUBJECT: Resolution Authorizing an Amended TDD (MoveRolla) Project

BUDGET APPROPRIATION: N/A

DATE: May 2, 2016

COMMENTARY:

On November 2, 2015, the Rolla City Council approved Resolution No. 1850 authorizing the joint filing of the MoveRolla Transportation Development District. We have identified a half-dozen minor discrepancies in the boundary description including the addition of the N. Pine Street and Bishop Avenue property proposed as a restaurant shop. The proposed TDD map and legal description is incorporated in the Resolution.

The proposed District covers an area of approximately 15% of the city limits or 1,150 acres. Acreage is estimated as:

- Private Ownership – 650 acres
- City of Rolla - 148 acres
- City Right-of-Way - 202 acres
- Other Public - 158 acre

Once approved by the City, Phelps County will consider a similar Resolution and then proposed formation will be filed with the Circuit Court for processing and an ultimate election by property owners.

Recommendation: Motion to approve the Resolution calling to Amend the MoveRolla TDD.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE FILING OF AN AMENDED PETITION FOR THE CREATION OF THE MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT.

WHEREAS, on November 2, 2015, the City Council adopted Resolution No. 1850 authorizing the joint filing by the City of Rolla and Phelps County of a petition to create the Move Rolla Transportation Development District (the “TDD”); and

WHEREAS, the petition to create the TDD (the “Petition”) was filed in the Phelps County Circuit Court on November 13, 2015; and

WHEREAS, to correct certain discrepancies in the description of the TDD’s boundaries set forth in the Petition, the City desires to authorize the filing of an amended petition reflecting the boundaries described in Exhibit A attached hereto;

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

Section 1. Gilmore & Bell, P.C. is hereby authorized and directed, on behalf of the City, to prepare and execute an amended petition in substantially similar form to the Petition, as amended to include the boundaries described in Exhibit A attached hereto, and to file such amended petition with the Phelps County Circuit Court. Gilmore & Bell, P.C. and City staff are further authorized and directed to take such other steps as are necessary to create and implement the TDD in accordance with Chapter 238 of the Revised Statutes of Missouri, as amended, and the intent of this Resolution.

Section 2. This Resolution shall be in full force and effect after its passage.


APPROVED:

(Seal)

Mayor

ATTEST:

_________________________
City Clerk

APPROVED AS TO FORM:

_________________________
City Counselor

[Stamp]
TDD BOUNDARY DESCRIPTION

A specific description of the District Boundaries is as follows: Beginning at the Southwest Corner of Northwest Quarter of the Northeast Quarter of Section 10, Township 37 North, Range 8 West, Phelps County, Missouri; thence northerly along the West line of said Northwest Quarter of the Northeast Quarter to the southwest corner of the Southwest Quarter of the Southeast Quarter of Section 3, Township 37 North, Range 8 West, thence northerly along the West line of said Southwest Quarter of the Southeast Quarter to its northwest corner; thence easterly along the North line of said Southwest Quarter of the Southeast Quarter to the West line of a parcel described in Phelps County Deed Records at Book 172, Page 225; thence southerly along the West line of said Book 172, Page 225 parcel to its southwest corner; thence easterly along the South line of said Book 172, Page 225 parcel to the northwest corner of Tract No. 1 as described in Phelps County Deed Records at Document No. 2001-9143; thence southerly along the West line of said Tract No. 1 to the North line of a parcel described in Phelps County Deed Records at Document No. 2006-395; thence westerly along the North line of said Document No. 2006-395 parcel to its northwest corner; thence southerly along the West line of said Document No. 2006-395 parcel to its southwest corner; thence easterly along the South line of said Document No. 2006-395 parcel to the extension of the West right of way of Bluebird Lane; thence southerly along said extension and along said West right of way of Bluebird Lane to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2011-4976; thence westerly along the North line of said Document No. 2011-4976 to its northwest corner; thence southerly along the West line of said Document No. 2011-4976 parcel to the South line of the aforesaid Southwest Quarter of the Southeast Quarter of said Section 3, Township 37 North, Range 8 West; thence easterly along said South line to the aforesaid West right of way of Bluebird Lane; thence southeasterly along said West right of way to the westerly right of way of Interstate 44; thence southwesterly along said westerly right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2011-1670; thence southeasterly to the westernmost corner of a parcel described in Phelps County Deed Records at Document No. 1985-2925, also being a point on the easterly right of way of the aforesaid Interstate 44; thence northerly along said easterly right of way to the southwest corner of Lot 1 of Mehta Estates, Rolla, Missouri; thence easterly along the South line of said Lot 1 and its extension to the East right of way of HJ Drive; thence southerly along said East right of way to the North line of Lot 69 of Railroad Addition.
Rolla, Missouri, thence easterly along the North line of said Lot 98 to the West right of way of Fairgrounds Road, thence northerly along said West right of way to the North line of Lot 119 of the aforesaid Railroad Addition, thence easterly along the North line of said Lot 119 and along the North line of Lot 120 of said Railroad Addition to the West right of way of Julienne Street, thence southerly along said West right of way to the northeast corner of Lot 3 of Kelly Addition, Rolla, Missouri, thence westerly along the North line of said Lot 3 to its northwest corner, thence southerly along the West line of said Lot 3 to its southwest corner, thence easterly along the South line of said Lot 3 to the aforesaid West right of way of Julienne Street, thence southerly along said West right of way to the North line of Lot 1 of McDonald’s Addition, Rolla, Missouri, thence easterly along the North line of said Lot 1 and its extension to the East right of way of the aforesaid Julienne Street, thence southerly along said East right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2014-0901, thence easterly along the South line of said Document No. 2014-0901 parcel to its southeast corner, thence northerly along the East line of said Document No. 2014-0901 parcel to its northeast corner, thence northerly to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2015-5815, thence northerly along the East line of said Document No. 2015-5815 parcel to the easternmost corner of a parcel described in Phelps County Deed Records at Document No. 1995-7297; thence westerly along the North line of said Document No. 1995-7297 parcel to the aforesaid East right of way of Julienne Street, thence northerly and westerly along said East right of way to the East right of way of Bryant Road, thence northwesterly along said East right of way to the East right of way of the aforesaid Fairgrounds Road, thence northerly along said East right of way to the South right of way of Tenth Street, thence easterly along said South right of way to a point which is 90 feet East of the intersection of said South right of way and the East right of way of Asher Street extended, thence South 350 feet, thence East 250 feet, thence North 350 feet to the aforesaid South right of way of Tenth Street; thence easterly along said South right of way to the extension of the East right of way of Spring Avenue; thence northerly along said extension and along said East right of way of Spring Avenue to the southwest corner of Lot 6, Block 9 of Townsend Addition, Rolla, Missouri; thence easterly along the South line of said Lot 6 and along the South lines of Lots 5 and 4, Block 9 of said Townsend Addition to the southeast corner of said Lot 4, thence northerly along the East
line of said Lot 4 and its extension to the North right of way of Eleventh Street; thence westerly along said North right of way to the southwest corner of Lot 9, Block 6 of the aforesaid Townsend Addition; thence northerly along the West line of said Lot 9 and its extension and along the West line of Lot 4, Block 6 of said Townsend Addition to the South right of way of Twelfth Street; thence easterly along said South right of way to the northeast corner of said Lot 4, Block 6 of Townsend Addition; thence northerly to the southwest corner of Lot 10, Block 5 of the aforesaid Townsend Addition; thence northerly along the West line of said Lot 10 and its extension and along the West line of Lot 3, Block 5 of said Townsend Addition and its extension to the southwest corner of Lot 10, Block 2 of said Townsend Addition, thence northerly along the West line of said Lot 10 and its extension to the centerline of a vacated alley in the aforesaid Block 2 of Townsend Addition; thence easterly along said centerline to the westerly right of way of Bishop Avenue (Business Loop 44); thence northeasterly along said westerly right of way to the southernmost corner of Lot 5 of Investment Subdivision, Rolla, Missouri; thence northwesterly along the southern lines of said Lot 5 to its westernmost corner, thence northerly along the West line of said Lot 5 to its northwest corner, thence easterly along the northerly line of said Lot 5 to its northeast corner, thence southerly along the easterly line of said Lot 5 to the North line of Lot 30 of Railroad Addition; thence easterly along North line of Lot 30 and along the North line of Lot 29 of said Railroad Addition to the easterly right of way of Vicky Road; thence southerly along said easterly right of way to the northwesterly right of way of the aforesaid Bishop Avenue; thence easterly along said northwesterly right of way to the southwest corner of a parcel described in Phelps County Deed Records at Book 386, Page 26; thence northerly along the westerly line of said Book 386, Page 26 parcel to the North line of the aforesaid Lot 29 of Railroad Addition; thence easterly along said North line to the aforesaid northwesterly right of way of Bishop Avenue; thence northeasterly along said northwesterly right of way to the West line of the Southeast Quarter of the Northeast Quarter of Section 2, Township 37 North, Range 8 West, thence northerly along said West line to the southwest corner of a parcel described in Book 385, Page 35; thence southerly along the westerly line of said Book 385, Page 35 parcel to the northerly line of Tract 1 as described in Phelps County Deed
Records at Document No. 2010-0908; thence easterly along the northerly line of said Tract 1 to its northeast corner, thence southerly along the easterly line of said Tract 1 to the aforesaid northwesterly right of way of Bishop Avenue, thence easterly along said northwesterly right of way to the southeast corner of the aforesaid Tract 1 as described in Phelps County Deed Records at Document No. 2010-0907; thence northerly along the easterly line of said Tract 1 and its extension to the aforesaid southerly right of way of Interstate 44; thence easterly along said southerly right of way to the northeast corner of Tract 2 as described in Phelps County Deed Records at Document No. 2010-0908; thence southerly along the East line of said Tract 2 to the aforesaid northwesterly right of way of Bishop Avenue; thence easterly along said northwesterly right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 1991-3635; thence northerly along the West line of said Document No. 1991-3635 parcel to the aforesaid southerly right of way of Interstate 44; thence easterly along said southerly right of way to the northeast corner of the aforesaid Document No. 1991-3635 parcel; thence southerly along the East line of said Document No. 1991-3835 parcel to the aforesaid northwesterly right of way of Bishop Avenue, thence northerly along said northwesterly right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2007-3204; thence westerly along the South line of said Document No. 2007-3204 parcel to its southwest corner, thence northerly along the West line of said Document No. 2007-3204 parcel to the South line of Lot 1 of Rhodes Subdivision No. 1, Rolla, Missouri; thence westerly along said South line to the southwest corner of said Lot 1; thence northerly along the West line of said Lot 1 to its northwest corner; thence easterly along the North line of said Lot 1 to the westerly right of way of the aforesaid Bishop Avenue (U.S. Highway 63); thence northerly along said westerly right of way to the northeast corner of Lot 2 of the aforesaid Rhodes Subdivision No. 1, thence westerly along the North line of said Lot 2 to its northwest corner; thence southerly along the West line of said Lot 2 to the southeast corner of Lot 4 of Rhodes Subdivision No. 2, Rolla, Missouri, thence westerly along the South line of said Lot 4 to its southwest corner; thence northerly along the West line of said Lot 4 to its northwest corner; thence northeasterly to the southwest corner of the Southwest Quarter of the Southwest Quarter of Section 36, Township 38 North, Range 8 West, thence northerly along the West line of said Southwest Quarter of the Southwest Quarter to the southwest corner of a
parcel described in Phelps County Deed Records at Document No. 2013-6562, thence easterly along the South line of said Document No. 2013-6562 parcel to its southeast corner; thence northeasterly along the easterly line of said Document No. 2013-6562 parcel to the northernmost corner of a parcel described in Phelps County Deed Records at Book 262, Page 276; thence northwesterly along the extension of the northeasterly line of said Book 262, Page 276 parcel to the West line of the aforesaid Southwest Quarter of the Southwest Quarter of Section 36, Township 38 North, Range 8 West, thence northerly along said West line to the northwest corner of said Southwest Quarter of the Southwest Quarter; thence easterly along the North line of said Southwest Quarter of the Southwest Quarter to the southwest corner of Lot 2 of RSBR Subdivision, Rolla, Missouri; thence northeasterly along the westerly line of said Lot 2 to the aforesaid westerly right of way of U.S. Highway 63, thence southerly along said westerly right of way to a point which is 125 feet right of Highway Station 308+00, thence southeasterly to a point on the easterly right of way of said U.S. Highway 63 which is 125 feet left of said Highway Station 308+00, thence northerly along said easterly right of way to the southwest corner of a parcel described in Phelps County Deed Records at Book 217, Page 13; thence easterly along the South line of said Book 217, Page 13 parcel and its extension to the southerly right of way of the BNSF Railway, thence easterly along said southerly right of way to the northeast corner of Rolla Industrial Park West, Rolla, Missouri; thence southerly along the East line of said Rolla Industrial Park West to the North line of Lot 1 of the Southwest Quarter of Section 31, Township 38 North, Range 7 West, thence westerly along said North line and along the North line of Lot 2 of the Southwest Quarter of said Section 31 to its northwest corner, thence southerly along the West line of said Lot 2 of the Southwest Quarter to the southeast corner of Lot 14 of the aforesaid Rolla Industrial Park West, thence westerly along the South line of said Lot 14 and along the South lines of Lot 16 and 17 of said Rolla Industrial Park West to the East right of way of McCutcheon Drive; thence southerly along said East right of way to the southerly right of way of Old St. James Road (Phelps County Road 3060), thence westerly along said southerly right of way to its intersection with the extension of the West line of Rolla Recycling Center Subdivision; thence northerly along said extension and said West line of Rolla Recycling Center Subdivision to the South line of the Northeast Quarter of the Southeast Quarter of the aforesaid Section 36, Township 38 North, Range 8 West, thence westerly along
the South line of said Northeast Quarter of the Southeast Quarter to its southwest corner, thence northerly along the West line of said Northeast Quarter of the Southeast Quarter to the South right of way of Twitty Drive, thence westerly along said South right of way to the now existing Rolla City Limits, thence southerly along said Rolla City Limits and its extension to the aforesaid southerly right of way of Old St. James Road, thence westerly and southerly along said southerly right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2012-5708, thence southwesterly to the northeast corner of a parcel described in Phelps County Deed Records at Book 331, Page 87, thence northwesterly to the northeast corner of a parcel described in Phelps County Deed Records at Book 315, Page 120, thence northwesterly along the northerly line of said Book 315, Page 120 parcel to the southeast corner of a parcel described in Phelps County Deed Records at Book 272, Page 24; thence northeasterly to the intersection of the westerly right of way of Sharp Road and the North right of way of Eighteenth Street, thence westerly along said North right of way to its intersection with the easterly right of way of Walnut Street, thence northerly along said easterly right of way to the southwest corner of Lot 4, Block 1 of Pennant Addition, Rolla, Missouri; thence easterly along the South line of said Lot 4 to its southeast corner; thence northerly along the East line of said Lot 4 and the East line of Lot 5, Block 1 of said Pennant Addition to its northeast corner; thence northerly to the southeast corner of Lot 1, Block 2 of said Pennant Addition, thence northerly along the East line of said Lot 1 and along the East line of Lots 2 and 3, Block 2 of said Pennant Addition to the northeast corner of said Lot 3, thence westerly along the North line of said Lot 3 to the aforesaid easterly right of way of Walnut Street, thence southwesterly to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2001-9292, also being the westerly right of way of the aforesaid Walnut Street, thence westerly along the North line of said Document No. 2001-9292 parcel and its extension to the West right of way of Cedar Street, thence southerly along said West right of way to its intersection with the North right of way of Nineteenth Street; thence westerly along said North right of way and its extension to the West right of way of Olive Street; thence southerly along said West right of way to the southeast corner of Lot 9, Block 18 of Schuman’s Addition, Rolla, Missouri; thence westerly along the South line of said Lot 9 and its extension and along the South line of Lot 2, Block 18 of said Schuman’s Addition to the East right of way of Oak Street, thence southerly along said East.
right of way to the southwest corner of Lot 5, Block 18 of said Schuman's Addition, thence westerly along the South line of Lots 10 and 4, Block 17 of said Schuman's Addition and their extensions to the East right of way of Elm Street, thence northerly along said East right of way to the northwest corner of the aforesaid Lot 4, Block 17 of Schuman's Addition; thence westerly to the southeast corner of Lot 2, Block 16 of said Schuman's Addition, thence westerly along the South line of said Lot 2 and its extension to the easterly right of way of Pine Street; thence southwesterly to the southeast corner of Lot 8 of Payne Subdivision, Rolla, Missouri, also being a point on the westerly right of way of the aforesaid Pine Street; thence southerly along said West right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2005-5812, thence westerly along the South line of said Document No. 2005-5812 parcel and along the South line of the aforesaid Payne Subdivision to the southwest corner of Lot 6 of said Payne Subdivision, also being a point on the East line of a parcel described in Phelps County Deed Records at Book 311, Page 51; thence southerly along said East line to the southeast corner of said Book 311, Page 51 parcel, thence westerly along the South line of said Book 311, Page 51 parcel and along the South line of a parcel described in Phelps County Deed Records at Document No. 1996-1493 and along the South line of a parcel described in Phelps County Deed Records at Book 331, Page 164 to the East right of way of the aforesaid Vichy Road; thence northerly along said East right of way to its intersection with the aforesaid southerly right of way of Bishop Avenue, thence westerly along said southerly right of way to its intersection with the West right of way of the aforesaid Vichy Road; thence southerly along said West right of way to its intersection with the northerly right of way of St. Patricks Lane, thence easterly along the extension of said northerly right of way to the easterly right of way of the aforesaid Vichy Road; thence southerly along said easterly right of way to the northerly right of way of Sixteenth Street, thence easterly along said northerly right of way and its extension to the aforesaid easterly right of way of Pine Street, thence southerly along said easterly right of way to the northerly right of way of the aforesaid Twelfth Street, thence westerly along said northerly right of way to the westerly right of way of Rolly Street, thence southerly along said westerly right of way to the northerly right of way of the aforesaid Eleventh Street, thence westerly along said northerly right of way to the westerly right of way of Main Street, thence southerly along said westerly right of way to the northerly right of way of the
aforesaid Tenth Street, thence westerly along said northerly right of way to the easterly right of way of State Street, thence northerly along said easterly right of way to the southerly right of way of the aforesaid Eleventh Street, thence easterly, 154 feet along said southerly right of way, thence North, 240 feet, thence West, 54 feet, thence North, 54 feet, thence West, 100 feet to the aforesaid easterly right of way of State Street, thence northerly along said easterly right of way to the southerly right of way of Miner Circle extended, thence westerly along said southerly right of way and its extension to its intersection with the East right of way of the aforesaid Bishop Avenue, thence southerly along said East right of way to its intersection with the South right of way of Eighth Street, thence easterly along said South right of way to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2003-9449, thence southerly along the East line of said Document No. 2003-9449 parcel to its southeast corner, thence westerly along the South line of said Document No. 2003-9449 parcel to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 1991-2616, thence southerly along the East line of said Document No. 1991-2616 parcel to the North right of way of Seventh Street, thence easterly along said North right of way to the southwest corner of a parcel described at Document No. 1994-8310, thence northerly along the West line of said Document No. 1994-8310 parcel to its northwest corner, thence easterly along the North line of said Document No. 1994-8310 parcel to its northeast corner, thence southerly along the East line of said Document No. 1994-8310 parcel to the aforesaid North right of way of Seventh Street, thence southerly to the northeast corner of Block 10 of Bishop's 4th Addition, Rolla, Missouri, thence southerly along the East line of said Block 10 and its extension to the South right of way of Sixth Street, thence easterly along said South right of way to its intersection with the northwesterly right of way of the aforesaid BNSF Railway, thence northeasterly along said northwesterly right of way to its intersection with the North right of way of the aforesaid Eighth Street, thence easterly along said North right of way to its intersection with the East right of way of the aforesaid Olive Street, thence southerly along said East right of way to its intersection with the South right of way of the aforesaid Seventh Street, thence westerly along said South right of way to the West right of way of the aforesaid Oak Street, thence southerly along said West right of way to the southeast corner of a parcel described in Phelps County Deed Records at Book 341, Page 123, thence westerly along the South line of...
said Book 341, Page 123 parcel to the East line of a parcel described in Phelps County Deed Records at Document No. 2004-3690, thence southerly to the southeast corner of said Document No. 2004-3690 parcel; thence westerly along the South line of said Document No. 2004-3690 parcel to its southwest corner; thence northerly along the West line of said Document No. 2004-3690 parcel to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2000-5947; thence westerly along the South line of said Document No. 2000-5947 parcel and its extension to the West right of way of the aforesaid Elm Street; thence southerly along said West right of way to its intersection with the South right of way of Fifth Street; thence westerly along said South right of way to its intersection with the southeasterly right of way of the aforesaid BNSF Railway; thence southwesterly along said southeasterly right of way to its intersection with the West right of way of the aforesaid Rolla Street; thence southerly along said West right of way to the northeast corner of a parcel described in Phelps County Deed Records at Book 277, Page 171; thence westerly along the North line of said Book 277, Page 171 parcel to its northwest corner; thence southerly along the West line of said Book 277, Page 171 parcel to the North right of way of Third Street; thence easterly along said North right of way to its intersection with the aforesaid West right of way of Rolla Street; thence southerly along said West right of way to its intersection with the North right of way of Second Street; thence westerly along said North right of way to its intersection with the West right of way of Park Street; thence northerly along said West right of way to its intersection with the South line of a parcel described in Phelps County Deed Records at Document No. 9300222; thence easterly along said extension and along the South line of said Document No. 9300222 parcel to its intersection with the West right of way of the aforesaid Main Street; thence northerly along said West right of way to its intersection with the aforesaid South right of way of Fifth Street; thence westerly along said South right of way to its intersection with the West right of way of Beech Street; thence southerly along said West right of way to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2007-5387; thence westerly along the North line of said Document No. 2007-5387 parcel to its northwest corner; thence southerly along the West line of said Document No. 2007-5387 parcel to the northerly right of way of the aforesaid BNSF Railway; thence westerly along said northerly right of way to the East right of way of the aforesaid Bishop
Avenue; thence southerly along said East right of way to the aforesaid southerly right of way of the BNSF Railway; thence easterly along said southerly right of way to its intersection with the West right of way of Faulkner Avenue extended; thence southerly along said extension and said West right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2014-3177, thence westerly along the South line of said Document No. 2014-3177 parcel to the aforesaid easterly right of way of Bishop Avenue; thence southerly along said easterly right of way to the South line of Lot 2, Block 8 of Cowan Addition, Rolla, Missouri; thence easterly along the South line of said Lot 2 to the aforesaid West right of way of Faulkner Avenue; thence southerly along said West right of way to the northeast corner of Lot 4, Block 8 of the aforesaid Cowan Addition; thence westerly along the North line of said Lot 4 to the aforesaid East right of way of Bishop Avenue; thence southerly along said East right of way to the North line of Lot 5, Block 8 of the aforesaid Cowan Addition; thence easterly along the North line of said Lot 5 to the northwest corner of a parcel described in Phelps County Deed Records at Book 378, Page 215; thence southerly along the West line of said Book 378, Page 215 parcel to the South line of the aforesaid Lot 5; thence easterly along the South line of said Lot 5 to the aforesaid West right of way of Faulkner Avenue; thence southerly along said West right of way to the southeast corner of Lot 7, Block 8 of the aforesaid Cowan Addition; thence easterly along the South line of said Lot 7 and its extension to the East right of way of Rucker Avenue; thence northerly along said East right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2002-7134; thence easterly along the South line of said Document No. 2002-7134 parcel and its extension to the West line of Hillcrest Addition, Rolla, Missouri; thence southerly along said West line to the southwest corner of said Hillcrest Addition; thence easterly along the South line of said Hillcrest Addition to the West line of Rolla Park Addition, Rolla, Missouri; thence southerly along said West line to the North right of way of Missouri Highway 72; thence easterly along said North right of way to its intersection with the extension of the East line of a parcel described in Phelps County Deed Records at Document No. 2004-6440, thence southerly along said extension and along said East line of Document No. 2004-6440 parcel to its southeast corner; thence westerly along the South line of said Document No. 2004-6440 parcel to the West line of Rolla Park 2nd Addition, Rolla, Missouri;
thence southerly along said West line to the North right of way of Williams Road; thence westerly along said North right of way to its intersection with the aforesaid West right of way of Faulkner Avenue; thence northerly along said West right of way to the northeast corner of Lot 9, Block 13 of the aforesaid Cowan Addition; thence westerly along the North line of said Lot 9 to the aforesaid East right of way of Bishop Avenue; thence southerly along said East right of way to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2010-1778; thence easterly along the North line of said Document No. 2010-1778 parcel to its northeast corner; thence southerly along the easterly line of said Document No. 2010-1778 parcel to the northeast corner of Tract No. 4 as described in Phelps County Deed Records at Document No. 2004-5658; thence southerly along the East line of said Tract No. 4 to the North right of way of Fort Wyman Road; thence westerly along said North right of way to its intersection with the East line of Parcel No. 2 as described in Phelps County Deed Records at Document No. 2005-1510 extended; thence southerly along said extension and along said East line of Parcel No. 2 to the North line of Rolla Investments Shopping Center Subdivision, Rolla, Missouri; thence easterly along said North line to the northeast corner of said Rolla Investments Shopping Center Subdivision, thence southerly along the East line of said Rolla Investments Shopping Center Subdivision to its southeast corner; thence westerly along the South line of said Rolla Investments Shopping Center Subdivision to the northeast corner of Schweiss Subdivision, Rolla, Missouri; thence southerly along the East line of said Schweiss Subdivision to the northeast corner of C&M Properties Subdivision, Rolla, Missouri; thence southerly along the East line of said C&M Properties Subdivision and its extension to the South right of way of Oaklane Drive; thence easterly along said South right of way to its intersection with the West right of way of Houston Road; thence southerly along said West right of way to the North line of a parcel described in Phelps County Deed Records at Book 262, Page 219 extended; thence easterly along said extension and along the North line of said Book 262, Page 219 parcel to the West line of the Southwest Quarter of the Northeast Quarter of Section 14, Township 37 North, Range 8 West; thence southerly along said West line to the North right of way of Lanning Lane; thence westerly along said North right of way to its intersection with the West line of a parcel described in Phelps County Deed Records at Document No. 2010-6095 extended; thence southerly along said extension and along said West line to the southwest corner of said
Document No 2010-6095 parcel, thence easterly along the South line of said Document No. 2010-6095 parcel to the aforesaid West line of the Southwest Quarter of the Northeast Quarter of Section 14; thence southerly along said West line to the northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 14; thence southerly along the East line of said Northeast Quarter of the Southwest Quarter to the southeast corner a parcel described in Phelps County Deed Records at Document No. 2007-0058, thence westerly along the south line of said Document No. 2007-0058 parcel and along the South line of M&S Subdivision, Rolla, Missouri to the aforesaid East right of way of Bishop Avenue, thence southerly along said East right of way to its intersection with the South line of Lot 4 of Parkview Subdivision, Rolla, Missouri extended, thence westerly along said extension and along said South line of Lot 4 to its southwest corner, thence northerly along the West line of said Lot 4 to the southwest corner of Lot W of Basswood Subdivision, Rolla, Missouri; thence easterly along the South line of said Lot W to its southeast corner, thence northerly along the East line of said Lot W and its extension to the North right of way of Basswood Drive, thence westerly along said North right of way to the southwest corner of Tract B of Parkview Fourth Subdivision, Rolla, Missouri; thence northerly along the West line of said Tract B and its extension to the North right of way of Kent Lane, thence westerly along said North right of way to the southwest corner of Lot 8 of Southside Plaza Subdivision, Rolla, Missouri; thence northerly along the West line of said Lot 8 to its northwest corner, thence easterly along the North line of said Lot 8 to the West line of a parcel described in Phelps County Deed Records at Document No. 1997-4611; thence southerly along said West line to the southwest corner of said Document No. 1997-4611 parcel, thence easterly along the South line of said Document No. 1997-4611 parcel to the East line of the Northwest Quarter of the Southwest Quarter of the aforesaid Section 14, Township 37 North, Range 8 West, thence northerly along said East line to the South line of Mid America Plat 2, Rolla, Missouri; thence westerly along said South line to the southwest corner of said Mid America Plat 2, thence northerly along the West line of said Mid America Plat 2 to the South right of way of Aldi Drive; thence westerly along said South right of way to its West right of way, thence northerly along said West right of way to the southwest corner of Lot 1 of Aldi Subdivision, Rolla, Missouri; thence northerly along the West line of said Lot 1 to the South right of way of the aforesaid Lanning Lane, thence easterly along said South right of way to the West
line of the Southeast Quarter of the Northwest Quarter of the aforesaid Section 14; thence northerly along said West line to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2012-2623, thence easterly along the North line of said Document No. 2012-2623 parcel to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2013-2030; thence northerly along the West line of said Document No. 2013-2030 parcel to its northwest corner; thence easterly along the North line of said Document No. 2013-2030 parcel to the West right of way of the aforesaid Bishop Avenue; thence northerly along said West right of way to the southeast corner of parcel described in Phelps County Deed Records at Document No. 2003-10388, thence westerly along the South line of said Document No. 2003-10388 parcel to its southwest corner, thence northerly along the West line of said Document No. 2003-10388 parcel and along the West line of a parcel described in Phelps County Deed Records at Document No. 2006-7874 to the southwest corner of Lot 2 of Chymik Investments Plat No. 1, Rolla, Missouri; thence northerly along the West line of said Lot 2 to its northwest corner; thence easterly along the North line of said Lot 2 to the southwest corner of Lot 1 of said Chymik Investments Plat No. 1; thence easterly along the South line of said Lot 1 to the aforesaid West right of way of Bishop Avenue; thence northerly along said West right of way to the North right of way of the aforesaid Oaklane Drive; thence westerly along said North right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2004-3390; thence northerly along the West line of said Document No. 2004-3390 parcel to its northwest corner, thence easterly along the North line of said Document No. 2004-3390 parcel to the southwest corner of a parcel described in Phelps County Deed Records at Book 386, Page 118; thence northerly along the West line of said Book 386, Page 118 parcel to its northwest corner; thence easterly along the North line of said Book 386, Page 118 parcel to the East line of Lot 62 of Railroad Addition, Rolla, Missouri; thence northerly along said East line to the South line of Wal-Mart Supercenter Plaza III, Rolla, Missouri; thence westerly along said South line to the southwest corner of said Wal-Mart Supercenter Plaza III; thence northerly along the West line of said Wal-Mart Supercenter Plaza III and its extension to the North right of way of Strobach Street; thence easterly along said North right of way to its intersection with the East right of way of Saplman Avenue; thence northerly along said East right of way and its extension to the North right of way of Ridgeview
Road, thence westerly along said North right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2009-3877; thence northerly along the West line of said Document No. 2009-3877 parcel to its northwest corner; thence easterly along the North line of said Document No. 2009-3877 parcel to the aforesaid East right of way of Spilman Avenue; thence northerly along said East right of way to the South right of way of the aforesaid BNSF Railway; thence easterly along said South right of way to the aforesaid West right of way of Bishop Avenue; thence northerly along said West right of way to the North right of way of the aforesaid BNSF Railway; thence westerly along said North right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2014-5822; thence northerly along the West line of said Document No. 2014-5822 parcel to the South right of way of Kingshighway; thence westerly along said South right of way to the northeast corner of Tract No. 5 as described in Phelps County Deed Records at Document No. 1997-4931; thence southerly along the East line of said Tract No. 5 to the aforesaid North right of way of the BNSF Railway; thence southwesterly along said North right of way to the southeast corner of Lot 9 of Park Plaza Revised, Rolla, Missouri; thence westerly along the South line of said Lot 9 to the East right of way of the aforesaid Bryant Road; thence southerly along said East right of way to the South line of Lot 1 of said Park Plaza Revised extended; thence westerly along said extension and along said South line of Lot 1 to the West line of said Park Plaza Revised; thence northerly along the West line of said Park Plaza Revised to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2010-3008; thence southeasterly along the North line of said Document No. 2010-3008 to the West right of way of the aforesaid Bryant Road; thence northerly along said West right of way to its intersection of the aforesaid South right of way of Kingshighway; thence westerly along said South right of way to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2013-6030; thence southerly along the East line of said Document No. 2013-6030 parcel to its southeast corner; thence westerly along the South line of said Document No. 2013-6030 parcel to the East right of way of Bridge School Road; thence southerly along said East right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 2005-896; thence easterly along the South line of said Document No. 2005-896 to its southeast corner; thence northerly to the North line of Lot 133 of
the aforesaid Railroad Addition; thence easterly along the North line of said Lot 103 to its northeast corner; thence southerly along the East line of said Lot 103 to the aforesaid northerly right of way of the BNSF Railway; thence westerly along said northerly right of way to the South line of the aforesaid Lot 103 of Railroad Addition; thence westerly along said South line to the northwest westerly right of way of the aforesaid Bridge School Road; thence southerly along said northwesterly right of way to the northeast corner of a parcel described in Phelps County Deed Records at Book 321, Page 27; thence westerly along the North line of said Book 321, Page 27 parcel to its northwest corner; thence southerly along the westerly line of said Book 321, Page 27 parcel to its southwest corner; thence easterly along the southerly line of said Book 321, Page 27 parcel to the aforesaid northwesterly right of way of Bridge School Road; thence westerly along said northwesterly right of way to the southwest corner of Municipal Acres No. 3, Rolla, Missouri; thence northerly along the West line of said Municipal Acres No. 3 and along the West line of Blue’s Lake Plat No. 10, Rolla, Missouri to its northwest corner; thence easterly along the North line of said Blue’s Lake Plat No. 10 to the West line of the Southwest Quarter of the Southwest Quarter of Section 10, Township 37 North, Range 8 West; thence northerly along the West line of said Southwest Quarter of the Southwest Quarter to the westerly line of Lot 1 of Blue’s Lake Plat No. 3, Rolla, Missouri; thence southeasterly along said westerly line to the southernmost corner of said Lot 1; thence northeasterly along the southerly line of said Lot 1 to the West right of way of Blue’s Lake Parkway, thence northerly along said West right of way to its intersection with the South right of way of the aforesaid Interstate 44; thence easterly along said South right of way to its intersection with the East right of way of the aforesaid Blue’s Lake Parkway, thence northerly to a point on the North right of way of the aforesaid Interstate 44 which lies 150 feet left of Left Lane Station 847+50; thence westerly along said North right of way of Interstate 44 to its intersection with the East right of way of Sally Road (Phelps County Road B110); thence northerly along said East right of way to the southwest corner of a parcel described in Phelps County Deed Records at Document No. 1998-5884; thence easterly along the South line of said Document No. 1998-5884 parcel to its southeast corner; thence northerly along the East line of said Document No. 1998-5884 parcel to its northeast corner; thence westerly along the North line of said Document No. 1998-5884 parcel to the aforesaid East right of way of Sally Road (Phelps County
Road 8110), thence northerly along said East right of way to the North line of the South Half of the Northwest Quarter of the aforesaid Section 10, thence easterly along said North line to the point of beginning
EXCEPT the following tracts described in Phelps County Deed Records at:
Document No. 2012-2043 (Tracts 2 through 7)
Document No. 2015-6512
Document No. 2008-4508
Book 353, Page 141 (except the west 207.30 feet)
Document No. 2011-7768
Document No. 2004-7430
Document No. 2012-3016 (Paragraphs 1 and 3)
Document No. 2008-3599
Document No. 2013-3343
Document No. 9507468
Document No. 9507469
Book 387, Page 008
Document No. 2008-2601
Document No. 2014-2985
AND ALSO EXCEPT: Lots 1 and 2 of VBC, Inc. Subdivision, Rolla, Missouri.
AND ALSO EXCEPT: Lots 1 and 2, Event Center Subdivision, Rolla, Missouri.
AND ALSO EXCEPT: All that part of Lot 99 of Railroad Addition, Rolla, Missouri contained within parcel described in Phelps County Deed Records at Document No. 2007-5871.
AND ALSO EXCEPT: All of University Park Subdivision, Rolla, Missouri except the following lots Lots 1 through 4, 7, 10 through 13 and 34 through 37; and all that part of Columbia Avenue bordered by the aforesaid Lots 10 through 13 and 34 through 37
AND ALSO EXCEPT: The east 120 feet of a parcel described in Phelps County Deed Records at Document No. 2015-3077.
CITY OF ROLLA  
CITY COUNCIL AGENDA  

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

ITEM/SUBJECT:  Project 394 – 2016 Micro Surfacing  

BUDGET APPROPRIATION (IF APPLICABLE)  
DATE: 05/02/16  

COMMENTARY:  

City staff asked for and received bids for the 2016 Micro Surfacing. The following bids were:  

Vance Brothers, Inc  
5201 Brighton  
Kansas City, MO 64130  

Donelson Construction Co., LLC  
19619 CR 7300  
Newburg, MO 65550  

$302,100.00  

$305,550.00  

Staff recommends award of the bid to Donelson Construction Co., LLC for $305,550.00. Vance Brothers, Inc was apparent low bid but after careful review it was determined that they could not meet specifications. A copy of the 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 bidder for $305,550.00.
## 2016 MICRO SURFACING
**PROJECT 394**  
**MARCH 30, 2016**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>ISSA-1</td>
<td>75,000 SY</td>
<td>$2.45</td>
<td>$183,750.00</td>
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<tr>
<td>2.</td>
<td>ISSA-2</td>
<td>45,000 SY</td>
<td>$2.63</td>
<td>$118,350.00</td>
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</tbody>
</table>

**TOTAL BID PRICE**  
$302,100.00

---

Vance Brothers, Inc.  
Robert Vance-VP  
5201 Brighton  
Kansas City, MO 64130  
Phone: 816-923-4325  
FAX: 816-922-8095  
E-mail: rvance@vancebrothers.com

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Donelson Construction Co., L.L.C.  
Michael Donelson  
1075 Wise Hill Rd.  
Clever, MO 65631  
Phone: 417-743-2694  
FAX: 417-743-2945  
E-mail: mdonelson@cleverstone.com

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>MAQS-1</td>
<td>75,000 SY</td>
<td>$2.40</td>
<td>$180,000.00</td>
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<tr>
<td>2.</td>
<td>MAQS-2</td>
<td>45,000 SY</td>
<td>$2.79</td>
<td>$125,550.00</td>
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</table>

**TOTAL BID PRICE**  
$305,550.00

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CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of __________________, 2016, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and ________________________________ 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 Micro Surfacing Project 394", in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of "2016 Micro Surfacing Project 394".

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 $305,550.00 for all work covered
by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

CITY OF ROLLA, MISSOURI

BY________________________________________

Mayor, Owner, Party of the First Part

______________________________
Printed Name

STATE OF MISSOURI  
SS  
County of Phelps  

CONTRACTOR

BY________________________________________

______________________________
Printed Name/Title

On this _______ day of ____________________ before me appeared ______ Louis J. Magdits, IV ______, 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 ______ Louis J. Magdits, IV ______ 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 ______ [Zaparred Name] ______, 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

\[\underline{VII} \cdot A \cdot 10\]
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 Donelson Construction Company, LLC. for 2016 Micro Surfacing, Project 394, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan
Parks and Recreation Director
& Steve Hargis
Public Works Director

ACTION REQUESTED: Motion

ITEM/SUBJECT: Parks and Public Works Mower Bid Award

BUDGET APPROPRIATION (IF APPLICABLE) $18,000 (Parks) DATE: May 2, 2016

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

COMMENTARY:

The following bids were received April 20, 2016 for a 26 HP zero turn mower with a 72" mower deck for the Parks Department. This will replace a 2004 Kubota front deck mower with over 2,500 hours, which is the primary mower at the cemetery. Staff recommends replacing the front deck mower with a zero turn because the hydraulics are more compatible for going over concrete lines, zero turn is easier to go around monuments, and it is more compact to be able to be moved on a trailer while the front deck mower does not. These mowers typically have a seven-year life cycle so the replacement is five years past due.

<table>
<thead>
<tr>
<th>Company</th>
<th>Model</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schaeperkoetter Sales &amp; Service, Owensville, MO</td>
<td>2016 Kubota ZD1211L-72 – zero turning radius diesel mower</td>
<td>$14,511.11 each</td>
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<tr>
<td>Wayde’s Equipment, Steelville, MO</td>
<td>2016 Kubota ZD1211L-72 – zero turning radius diesel mower</td>
<td>$14,624.30 each</td>
</tr>
<tr>
<td>Larson Farm &amp; Lawn, Inc., Rolla, MO</td>
<td>2016 John Deere 997R</td>
<td>$16,717.80</td>
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</tbody>
</table>

Staff recommends awarding the low bid to Schaeperkoetter Sales & Service for the 2016 Kubota ZD1211L-72 zero turning radius diesel mower for $14,511.11. The old mower will be transferred to the Airport.

In addition, Public Works is requesting to purchase an additional unit for use by our Licking crew. The replacement of the existing mower was originally postponed until FY 2016-17. The Department has surplused two dump trucks and a backhoe for $36,577 above estimate and is requesting to use a portion of this surplus to replace the existing hand me down mower from Parks.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie D. Rogers
Finance Director

ACTION REQUESTED: Motion

DATE: May 2, 2016

BUDGET APPROPRIATION: $ 23,000.00

SUBJECT: A Motion To Award Consultant/Broker Services

COMMENTARY:

Health insurance remains a major challenge for the City of Rolla and our employees. The City began its self-funded insurance program in 1983 due to rapidly rising health costs from traditional insurance companies on the open market. Those conditions have not changed drastically. At the time of adoption the City Council committed to covering 67% of the total medical costs with employees being responsible for 33%. In 1986 the total medical expenses for the City of Rolla was under $200,000. In calendar year 2015 total medical expenses were over $2,835,000. We ended 2015 with employees’ covering 31.91% of the total cost of health insurance (28.66% in 2014). The City Council has strongly reiterated their position of achieving a 33%/67% split this year.

Realizing the need to be more proactive in our approach a special committee was formed to evaluate possible changes to our health insurance plan. The committee consists of the City Administrator, three (3) department directors and five (5) employee representatives. The committee meets regularly throughout the year to discuss topics which include; plan structure changes, health insurance consultant/broker services, wellness programs and other health insurance topics.

Included in your packet is a listing of the three (3) proposals received for consultant/broker services. After the proposals were reviewed the committee met and made the recommendation to award the consultant/broker services to Hays Companies.

Currently Meritain provides administrative services for an administration fee, while Hays provides consultant services. The fees for Hays Companies will be the commissions presently not to exceed $25,000. The responsibilities of Hays Companies are to continue to provide consulting, actuarial and brokerage services for the medical, dental and prescription plans, flexible spending accounts and other insurance plans available to City employees (contract included in packet). These services include but are not limited to: review our current health plan and benefits and compare it to other plans on the market; provide a periodic review of the personnel manual; audit current Finance procedures and recommend any necessary changes. Even though processes are running well the goal remains to provide the best health insurance coverage at a reasonable cost to the employees and City and to obtain the 67%/33% split on medical costs.

It is the recommendation of the health insurance committee and staff to award consultant/brokers services to Hays Companies.

ITEM NO. VIII - C - I
CITY OF ROLLA
CONSULTANT/BROKER PROPOSALS RECEIVED
OPENED: APRIL 13, 2016

FIRM NAME
HAYS COMPANIES
J.W. TERRILL
GROUP BENEFIT SERVICES (GBS)
April 15, 2016

City of Rolla
901 North Elm
Rolla, MO 65401

Attn: Steffanie Rogers

To Whom It May Concern:

This letter of agreement ("Agreement") confirms the terms under which the City of Rolla ("Client") has engaged Hays Companies ("Hays") to perform certain employee benefit and/or human resource consultation services consulting services as described in Exhibit A. The contractual terms under which Hays and the Client are undertaking are as follows:

1. **The Services.** The mutual undertakings set forth herein, Hays agrees to provide the Services described in Exhibit A to this Agreement.

2. **Term and Termination.** The initial term of this Agreement will be 12 months beginning July 1, 2016 and ending June 30, 2019. This Agreement will automatically be extended for two (2) additional terms of twelve (12) months each thereafter, unless Client or Hays gives written notice to the other at least ninety (90) days before the expiration of the initial or any subsequent term. In the event of a material breach of this Agreement, the non-breaching party will have the right to terminate this Agreement immediately provided written notice.

3. **Fees and Expenses, Invoicing and Payment.** For and during the term of this Agreement, the Client will pay Hays the Fees specified on Exhibit B hereto ("Schedule of Fees") and subject to the payment terms set forth therein. Hays Companies shall not bill Client for services other than described in Exhibit A. In no event, shall Hays Companies bill in excess of the annual fee outlined in Exhibit B.

4. **Use of Hays Reports and Recommendations.**
Reports, analyses and other materials Hays provides to you are solely for your internal use. With the exception of you and your advisors who have a need to know, they may not be given to or shared with anyone else, or used for any purpose other than as we contemplated when we originally provided them, without our prior written consent. Health Plan Intelligence® is proprietary software of the Hays Companies and is not to be shared with other parties except as specified above.

5. **Hays Intellectual Capital.**
Hays retains exclusive rights to the intellectual capital (such as methodologies, know how, models, tools, and any graphic or digitized representation of any of these) developed or possessed by Hays prior to, or acquired during, the performance of the Services.

6. **Confidentiality of Client Information.**
Hays will not disclose to any third parties any confidential or proprietary information we obtain in the course of our work, except as required by law, or as reasonably necessary to perform the Services, or as otherwise authorized by City of Rolla. This paragraph shall not apply to information that is or becomes publicly available through no fault of Hays.

We occasionally use data provided by clients to build normative databases for use by our consultants. These databases benefit all clients and do not identify individual clients or their information.
General Use and Disclosure of Health Care Data

This agreement will encompass the terms of the BUSINESS ASSOCIATE AMENDMENT mutually executed on July 1, 2016, by and between the Hays Companies and City of Rolla.

Limitation of Liability

Hays will be liable only for direct damages in connection with the Services or any matter relating to or arising from the wrongful performance of our work.

Disclosure

Hays Companies may be compensated for our work in a variety of ways, including the following:

A. Client Fees: In some cases, our clients pay us negotiated fees for handling their insurance needs. Any such fees to be paid by the client are set forth in the written agreement between Hays Companies and our client.

B. Regular Commissions: Insurance companies with which we place business generally pay us commissions for the placement or renewal of policies. In most cases, such commissions are calculated as a percentage of the premium paid to the insurance company for the specific policy and are included in our client's premium cost. Occasionally the commission may be a fixed amount negotiated between us and the insurer. In some cases where clients pay us fees in connection with the placement and servicing of their insurance business, commissions may be credited against any fee to be paid by the client; if so, this will be set forth in our written client agreement.

C. Contingent Commissions and Other Incentive Payments: Some of the insurers that Hays Companies represent grant us the opportunity to receive contingent commissions or supplemental income. Unlike regular commissions, contingent commissions and supplemental income are not tied to a specific policy, but rather are generally tied to various criteria relating to the overall business we place with those insurers, typically measured on an annual basis. These contingent commissions and supplemental income may be based on a number of factors relating to the business placed by our agency with the insurance company, including growth in premium, loss ratios, total written premium, premium volume, retention of business, profitability, and/or other criteria. Further, in connection with the placement of insurance, we may also receive compensation from intermediaries, such as wholesalers, other agencies and brokers, or reinsurers. In addition, some insurance companies may offer our agency other incentives or payments, such as marketing or administrative support, promotional fees, educational costs, and/or prizes, gift cards, or awards (e.g., meals, trips, etc.). In some cases, we may enter into relationships with an insurance company whereby we provide the insurer with additional services for which we receive a fee, such as premium finance contracts, policy or claims administration, or loss control services. In some cases, we may own stock in a particular insurance company or reinsurance company.

D. Interest Income: In some cases where our clients pay for insurance policies through the agency (instead of by direct payment to the insurer which issued the policy), the agency may receive income from interest accruing on amounts held for payment to insurers.

If the foregoing Agreement is understood and agreed upon, please acknowledge by signing below and returning a duplicate of this Agreement to Hays Companies.

Hays Companies
By: Charles Briggs,
Senior Vice President, Benefits

City of Rolla
By: [Signature]

VII. 0. 4.
Exhibit A

Scope of Services:

1. Objective Setting
   - Conduct interviews of key benefit decision makers to understand the objectives set forth by the City and to fully understand your business
   - Assist/Development of Long-Range Objectives
   - Conduct periodic employee surveys as needed
   - Conduct quarterly strategy and open items meetings
   - Meet with carriers
   - Client Service Calendar/Open Items Checklist development to manage ongoing tasks
   - Review of current plan documents

2. Program Design
   - Conduct an annual benchmarking analysis to ensure competitiveness of the benefit program
   - Benefit modeling
   - Funding evaluation
     - Claims Audit (once every 3-years)
     - Implementation and on-going monitoring
     - Negotiate Costs and Performance Guarantees
   - Financial evaluation and review
   - Review of current voluntary plans and enrollment process
   - Integrated health approach
   - Disease and Population Health Management and similar programs
   - Design and implementation of Wellness Programs
   - Routinely inform you of changes and/or trends in the benefit marketplace

3. Vendor Evaluation and Marketing
   - Aggressively market your benefit programs
   - Hold quarterly meetings to provide updates on market conditions, and plan performance
   - Provide a pre-renewal meeting 90 days prior to the renewal to set the strategy for the upcoming renewal and to provide a financial forecast
   - Aggressively negotiate and analyze carrier renewals and proposed plans to meet your objectives & help identify innovative cost savings ideas
   - Prescription Drug Consulting
     - Evaluation of your current program design, vendor evaluation, and set-up
     - PBM “RFP”
     - Benchmarking & Plan Design Consultation
   - Marketing & Consulting for Ancillary Benefits/Vendors
   - Develop Request For Proposals
   - Monitor published financial information about your current/proposed insurers and alert you should their status change below a A- AM Best rating
   - Develop, recommend, negotiate and implement cost effective benefit programs

4. Data Analysis and Program Monitoring
   - Analyze and provide customized monthly reports (Claims)
   - Utilization & Benchmarking Reports (Health Plan Intelligence)
     - Benefit Modeling
     - Benchmarking Analysis by Region
   - Network Analysis – discount and access review
   - Provide pre renewal forecasting
   - Evaluate the need for new programs or approaches consistent with changes in your company
   - Identify and analyze trends affecting benefit cost
5. Implementation, Communication, Compliance Support, and Ongoing Service

- Form 5500 preparation for signature ready
- On-Line Benefits
  - Set-up
  - Administration, Employee Communication and Maintenance
  - Wellness Communication
- Communication & Education (No charge - Inclusive)
  - Enrollment Meetings
  - Communication materials designed to enhance employee awareness and perception
  - Development of Enrollment/Benefit Materials
  - Payroll Stuffers/Bulletins (No charge for design)
  - Spanish Translations (Free of Charge)
  - Huys Group Solutions Newsletter (first 25 free)
  - Annual Total Reward Statements
- Account Management Services
  - Daily access to account management team
  - Specific, Large, or Executive Claim Issues
  - Assistance with FMLA, ADA, COBRA/HIPAA, ERISA
  - Attorneys on Retainer
  - Forecast Trends
- Vendor Monitoring and Management: Monthly, quarterly or as needed meetings
- Act as liaison between you and your insurance carriers
- Keep you advised of legislative issues

Services not included in fee:
- Retirement Plan
- Onsite Clinic Review and Consultation
- Printing Costs
- Call Center Support/Patient Advocacy Services
- Actuarial Studies
- Voluntary/Worksite Benefits Marketing and Enrollment Activities
- International Benefit Marketing and Consulting
Exhibit B ("Schedule of Fees")

Hays Companies will provide the services outlined in this agreement for the agreed upon fee not to exceed $25,000. This fee will be paid through medical commissions paid in the stop-loss and ancillary plan rates. Annual commission reconciliation will be completed to determine any shortage or surplus.

Please note that the consulting fees will remain fixed for a period of five years and will not be changed unless there has been a material or mutually agreed upon change in the scope of the engagement.

The Agreement set forth here is hereby agreed to and accepted this 15th day of April, 2016
Tom Sager's Short Bio

Contact Info:
   email: yushasager@yahoo.com
   snailmail: 8 Laird Ave. Rolla, MO 65401
   phone: 573-368-5551

Family: Married to Helen Messerly since 2007, We have 4 children and 11 grandchildren

Residence: Lived in Rolla area since 1982; the City of Rolla since 1992.

Education: Ph.D. Mathematics, Univ. New Mexico, 1973

Employment:
   Asoc. Prof. Computer Science, UMR 1982-2000
   Emeritus Asoc. Prof. UMR/S&T 2000-present

Active in City of Rolla affairs since 1993

Charter member of The Centre

Organizations
   Islamic Center of Rolla, MO: emeritus member of BOD (Shura Council)
   Great Rivers Environmental Law Center: charter member BOD
   Veterans for Peace:
      associate member since 2000
      coordinator of Iraq Water Project 2001-2004
   Citizens for the Preservation of Buehler Park:
      charter member, secretary, treasurer, editor and webmaster
   Grassroots Rolla (Rollaites for Peace): maintains weekly vigils for peace at Rolla Post Office since 2007

Hobbies
   Maintaining websites: tomsager.org, buehlerpark.org
   Cartooning, Writing: examples at tomsager.org
   Reading to young children: volunteer reader at Mark Twain Elementary School and First United Methodist Preschool 2002-present