Open Citizen Comment Procedure

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

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

Rolla City Council Meeting
Monday, May 16, 2016
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Jonathan Hines

I. PUBLIC HEARINGS
   A) Ordinance Approving the Rezoning of Lots 1 through 8 & Lot 10 of the Kayser North Subdivision No. 2, from R-1 (Single Family District) Zoning to R-3 (Multi-Family District) Zoning (Rolla Investors, LLC) –
      (Community Development Director John Petersen) – First Reading

II. SPECIAL PRESENTATIONS
   A) Daughters of the American Revolution – Ms. Charlene Turner
   B) Rolla Municipal Utilities (RMU) FY 2016 Second Quarter Report –
      Rolla Municipal Utilities General Manager Rodney Bourne

III. OLD BUSINESS
   A) Ordinance Authorizing the Mayor to Enter into a Contract with Donelson Construction Co., for Project 394 – 2016 Micro Surfacing – Final Reading

IV. NEW BUSINESS
   A) Ordinance Approving the Resubdivision of RSBR No. 1 Subdivision (RSBR No. 2 Subdivision) – (Community Development Director John Petersen) – First Reading
   B) Resolution Authorizing the Mayor to Enter into a Sewer Use Agreement with Maher Ismail –
      (Public Works Director Steve Hargis) – Resolution
   C) Ordinance Authorizing the Mayor to Enter into a Contract with Vance Brothers, Inc., for Project 405 – Micropave Pilot Project – (Public Works Director Steve Hargis) –
      First Reading
   D) Resolution Repealing Resolution No. 1852 & Authorizing the Mayor to Enter into a New Sewer Use Agreement with Missouri S&T – (Public Works Director Steve Hargis) – Resolution

V. CLAIMS and/or FISCAL TRANSACTIONS
   A) Motion Awarding Bid for Project 388 – 2016 Street Improvements-Keeton Road & Shady Lane, &; an Ordinance Authorizing the Mayor to Enter into a Contract with Donald Maggi, Inc., for Same – (Public Works Director Steve Hargis) – Motion/First Reading
VI. MAYOR/CITY COUNCIL COMMENTS

VII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
   Pursuant to RSMo. 610.021(12), the Rolla City Council will discuss the following in Closed Session:
   A) Contract Negotiations

X. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

ITEM/SUBJECT: An Ordinance to approve the rezoning of Lots 1 through 8 and Lot 10 of the Kayser North Subdivision No. 2, from R-1 (Single Family District) zoning to R-3 (Multi-family District) zoning.

(Rolla Investors, LLC)

DATE: 5-16-2016

GENERAL INFORMATION:

CASE #: 4-18-16

APPLICANT/STATUS OF APPLICANT: The subject property, Lots 1 through 8, and Lot 10 of the Kayser North Subdivision No. 2, are subject to the terms and conditions as specified in the attached Real Estate Contracts signed by the applicant Rolla Investors LLC and Mr. Jeff Boyce at 4173 Farm Road 172 Brookline Mo, 65619. Phone number (417) 224-4854, email boychomesinc.com, address: Crinoidal Court, Rolla Missouri. Closing will occur once the subject property has been successfully rezoned.

CURRENT ZONING/LAND USE: The subject property is zoned R-1 (Single Family District) which permits single family development at a maximum density of no more than 7 dwellings per acre. The site is mostly undeveloped, although four small cottages and a single mobile home remain located along with three single family homes in what is referred to as the Regal Place Mobile Home Court. Most of the housing units have been recently cleared from the site over the past few years. The highest and best use of this property is multi-family residential given the adjoining multi-family units nearby.

LOCATION OF SUBDIVISION: The proposed multi-family housing district is located in North Central Rolla at the intersection between White Columns Drive and Chapman Road. The Assessor’s Account Numbers are 6991 and 6989 for this development, which can also be used to identify the location of a given property. See the attached map and legal description.

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

SURROUNDING ZONING/LAND USE:

North --- R-3/ mostly vacant, several homes to be removed.
South --- R-3/ multi-family
East --- R-3/ vacant

I. A. I.
West ---R-3/ vacant

**PROJECT DESCRIPTION:** The proposed project consists of two components that will be combined into one project. All components involve the re-zoning of parcels from R-1 Single Family zoning to R-3 Multi-Family zoning. Site plans are required for both components.

The first project involves the re-zoning of a 4.77 acre parcel targeted for the construction of 120 multi-family dwelling units with the development consisting of 30-4 plex buildings at 12 dwelling units per acre. This project is referred to as the Regal Place Mobile Home Court. In this instance, the owner (Ms. Doris Wagner) filed for the re-zoning and commissioned a site plan to be submitted that was subsequently approved by the Rolla City Council based on the specific project characteristics. The original site plan was canceled by the Rolla Investors LLC and has been replaced with a new, more comprehensive site plan.

It is important to note that all re-zonings involving the conversion of R-1 Single Family zoned property to R-3 Multi-Family zoning on tracts in excess of 1 acre must submit a site plan prepared in accordance with Sec.42-234 .1 (b) of the Planning and Zoning Code. Rolla Investors, LLC. “The applicant” is responsible for the second project component and have submitted a petition requesting the re-zoning of real estate from R-1 Single Family District zoning to R-3 Multi-Family District zoning, including Lots 1 through 8 and Lot 10 of the Kayser North Subdivision No.2. The combined acreage for the proposed second property to be developed as multi-family re-zoning is 5.64 acres. The proposed project will involve the construction of an estimated 56 dwelling units in 8 three story apartment buildings with 126 parking spaces available.

The applicants, Rolla Investors LLC, have requested that the new site plan submitted by the applicants be accepted as sufficient to satisfy the plan requirement which modified the original site plan. The project will meet or exceed standards for building frontage and width, building height and coverage (average of building lot coverage per unit – 1,174.5 sq ft). Open space is abundant as shown on site plan with 25% or 31,363 sq. ft. available. The site plan indicates that there will be 160 dwelling units consisting of 376-beds with an average of 2.35 beds per unit. A total of 300 hundred parking spaces are shown on the site plan. The project will have overall medium density of 16 units per acre.

**DEVELOPMENT HISTORY:** Ordinance No. 4153 was adopted by the City Council on the 4th day of August, 2014, which resulted in the re-zoning of the subject property pursuant to the provisions of Section 71.012 RSMo.

**FINDINGS:** The Rolla Planning and Zoning Commission may consider the following factors in their recommendation to approve, approve with conditions or deny the re-zoning request:

I. A.2.
1. **Neighborhood character/impact:** The proposed project will not negatively impact the character of the surrounding neighborhood. The area to the south of the subject property is zoned R-3 Multi-Family and is fully developed with apartment units – mostly four-plex or greater. The property to the west is undeveloped and will likely remain that way due to the topography of the site. The property to the east is also largely undeveloped, except for the nursing home on the corner of White Column Road and Collegiate Drive. The subdivision along Crinoidal is mostly undeveloped as well, although three single family dwelling units are located there. The surrounding land use consists of a large vacant/wooded tract. Homes in this area back-up to the subject property providing additional open space and separation between conflicting views.

Property access and traffic flow is another important consideration when determining examining potential neighborhood impact. The proposed development will increase traffic flow, so the developer should consider using signage to direct motorists using White Column Drive due to topography. Direct access will be provided by a private driveway provided by the developer. No other points of ingress and egress will be provided.

2. **Consistency with the Rolla 2020 Comprehensive Plan Update:** The Future Land Use Map found in the Rolla 2020 Comprehensive Plan Update adopted by City Council in 2006 shows the subject property being suitable for medium to high density residential land use. Medium to high density is defined as consisting of no more than 11 to 26 dwelling units per acre.

The Rolla 2020 Future Land Use Map is not intended to remain static or unchanged over time, but should be revised by the Planning and Zoning Commission and the City Council to reflect changing development trends and growth opportunities if considered desirable. The future land use map and text did address policy regarding the importance of infill development and redevelopment stating: “The City will encourage infill Development on vacant or underutilized parcels where infrastructure and public services are readily available...” The proposed housing project meets this policy guideline.

3. **Adequacy of Utilities & Public Services:** All public utilities and services are available to the subject property to support the development as outlined in this report. The site is clearly located within the service area of the Rolla Fire Department.

4. **Impact on Streets and Parking:** The proposed development will rely on vehicular access to White Column Road for traffic generated within the development. White Column Road is classified as a major north/south collector in Rolla with a planned traffic capacity of 10,000 ADT (average daily traffic) per day. The current daily traffic count at White Column Road and Collegiate court is 2626 ADTs. R-3 multi-family development of the type and numbers described generates 5.4 trips per dwelling unit daily. Therefore, the development should produce 864 trips per day for the 160 units in the R-3 designated area. The Public Works Director has determined that the proposed project would not have a significant adverse impact on traffic flow.
or vehicular traffic capacity, particularly with the round-about. The developer will be required to provide off-street parking spaces for the project as specified in City Code as building construction is completed.

5. **Physical Characteristics:** The subject property drains mostly to the west. No part of the property proposed for re-zoning is located within an identified 100 year flood plain. Due to the size of development the developer will be required to provide storm water improvement plan and an erosion control/sediment plan that would apply during construction. The severe topography over much of the site will complicate development. The developer has prepared a site grading plan that reflects a cut/fill operation of 9 feet to level the site.

6. **Suitable for Re-Zoning:** The subject property as described in this report is suitable for re-zoning from R-1 district zoning to R-3 district zoning. Building re-zoning should limit building height to no more than three stories (maximum of four stories are permitted under City Code).

**PUBLIC COMMENT/ISSUES:** The proposed re-zoning was advertised in the RDN on May 2, 2016. Notice was sent to adjoining property owners within 185’. A public hearing was held before the Planning and Zoning Commission on May 10, 2016. The Commission voted unanimously to recommend to the City Council that the re-zoning be approved without condition. One resident objected to the development due to anticipated increased traffic circulation and the propose scale of the project – 3 three story building next to a single story home. Several neighbors offered their support for the development. City Council will conduct its public hearing on May 16, 2016.

**ACTION REQUIRED:** Planning and Zoning Commission voted to approve a recommendation to the City Council that the proposed re-zoning be approved without condition.

**ATTACHMENTS:**

- Zoning request from applicant
- Zoning map
APPLICATION FOR REZONING OF REAL ESTATE

Submit to:
Community Development Department
PO Box 979
Rolla, MO 65402
Phone: 573-364-5333
Fax: 573-426-6978

Applicant's Name: Rolla Investors LLC, Jeff Boyle
Address: 4173 W Farm Rd 172, Brookline, MO 63019
Phone Number: 636-224-4974
E-mail address: boycehomesinc@msn.com
Address of subject property: Chinoctal Court

The undersigned hereby state they are the legal owner(s) or have a financial or contractual interest in the real estate described herein (legal description must be printed below or attached as an exhibit): Lots 1, 2, 3, 4, 5, 6, 7, 8 and 10, KAYSER NORTH HILLS SUBDIVISION RESUBDIVISION NO. 2, Rolla, Phelps County, Missouri.

Current zoning is: R-1
Proposed zoning is: R-3
Current land use is: Single Family & Vacant
Proposed land use is: Multi Family

A check for $62.50, payable to the Rolla Daily News for advertising, will be provided when this application is filed.

Signatures of the owner(s) or those parties with financial or contractual interest in the above described real estates. (All signatures must be notarized.)

Jeffrey Boyle
Signature

Subscribed and sworn before me this 18th day of April in the year 2019.

MELISSA ANN OAKS
Notary Public, Notary Seal
Christian County
Commission #1845673
My Commission Expires October 12, 2019

An Equal Opportunity Employer
Request to Rezone all of Kayser North Hills Resubdivision No 2, except for Lots 9 & 11 from R-1 (Single Family District) Zoning to R-3 (Multi-Family District) Zoning (Rolla Investors LLC)
Multi-Family Development
White Column Drive, Rolla Mo.

Site Plan Layout:
Scale: 1" - 100'-0"

Unit Calculations - Phase #1:

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<th>Calculation</th>
<th>Beds</th>
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<tr>
<td>1 bedroom units</td>
<td>26 x 1 beds</td>
<td>26 beds</td>
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<tr>
<td>2 bedroom units</td>
<td>80 x 2 beds</td>
<td>160 beds</td>
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<tr>
<td>3 bedroom units</td>
<td>26 x 3 beds</td>
<td>78 beds</td>
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<tr>
<td>4 bedroom units</td>
<td>28 x 4 beds</td>
<td>112 beds</td>
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Total: 160 units | 376 beds

Parking Calculations:

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<td>26 x 1 space</td>
<td>26 spaces</td>
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<tr>
<td>80 x 2 space</td>
<td>160 spaces</td>
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<tr>
<td>26 x 2 space</td>
<td>52 spaces</td>
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<tr>
<td>28 x 2 space</td>
<td>56 spaces</td>
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</table>

Total: 294 spaces

Future Phase includes one more 28 unit building (shown dashed) and associated parking.

300 spaces shown
ORDINANCE NO. ________

AN ORDINANCE APPROVING THE REZONING OF LOTS 1 THROUGH 8 AND LOT 10 OF THE KAYSER NORTH SUBDIVISION NO. 2, FROM R-1 (SINGLE FAMILY DISTRICT) ZONING TO R-3 (MULTI-FAMILY DISTRICT) ZONING SITUATED IN THE CITY OF ROLLA, PHELPS COUNTY, MISSOURI. (ROLLA INVESTORS, LLC).

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

Section 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan, is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, and described as follows:

Lots 1 through 8 and Lot 10 of the Kayser North Subdivision No. 2

Section 2: That the attached 4.77 acre original site plan, which included 30, fourplex units consisting of 120 residential units, adopted by the Rolla City Council on August 4, 2014, under Sec. 42-234.1(b) of the Rolla Planning and Zoning Code, is hereby eliminated. The Rolla Investors, LLC have prepared a replacement site plan consisting of 5.64 acres with 160 dwelling units and 376 beds to be adopted.

Section 3: The developer(s) will be required to pay a Land Development permit fee and a Storm Water Management fee if required by the Public Works Director. The City will upgrade White Columns Drive by adding a third lane to reduce traffic visibility problems.

Section 4: The developer(s) will install a sanitary sewer system and necessary utilities sufficient to serve this area, including any designated utility easements.

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


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor

I.A. 8.
Fiscal Year 2nd Quarter Report

Rolla Municipal Utilities
Provided to Rolla City Council
May 16, 2016
A STATEMENT BY THE
BOARD OF PUBLIC WORKS

The Electric Power and Water System of the
City of Rolla will be known as the ROLLA MUNICI-
PAL UTILITIES. Mr. J. B. Bronson will continue as
general manager.

It will be the policy of the Board to operate the
Rolla Municipal Utilities strictly on a business basis.
There will be no change in the general policies of the
management. All rates will be the same for the pres-
ent.

The Board has three primary obligations:

1. To give the best possible service to the
Citizens of Rolla.

2. To accumulate funds for the payment
of the indebtedness, (Bond Issue and Revenue
Certificates).

3. To build up reserve funds for any
emergency and for replacement of machinery
and equipment.

Regarding Service Interruptions:
This trouble is not in the local system, but
in the source of supply. We hope eventually
to have other sources of supply available and
improve the electric service in Rolla.

Beginning immediately, $1000.00 per month from
the profits will be paid to the General Fund of the
City of Rolla, which is to replace the Franchise Tax
formerly paid by the Missouri General Utilities.

No merchandise will be sold in competition with
local merchants.

No repair service will be maintained in competi-
tion with local Electric Service men.

Next Monday, November 12th, our offices will
open in our new building, formerly the Negro U. S. O
Building, 102 W. 5th Street. All business will be
transacted from this location after that date. The
Rolla Free Public Library will occupy the second
floor, and the State Board of Health and the County
Agent the basement of this building. These quarters
are furnished to the above organizations without cost
as a public service of the Rolla Municipal Utilities.

Rolla Board of Public Works

H. E. CASTLEMAN, President
F. H. FRAME, Vice-President
R. E. SCHUMAN, Secretary
F. A. CAMERON, Member
SECOND QUARTER FINANCIAL RECAP (Unaudited)

OPERATING INCOME and EXPENSES

<table>
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<tr>
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<th>2nd Quarter FY 2015</th>
<th>2nd Quarter FY 2016</th>
<th>CHANGE</th>
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<tr>
<td>OPERATING REVENUES</td>
<td>$16,314,749</td>
<td>$15,311,609</td>
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<td>OPERATING EXPENSES</td>
<td>$16,041,574</td>
<td>$15,081,312</td>
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<tr>
<td>OPERATING INCOME</td>
<td>$273,175</td>
<td>$230,297</td>
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<td>OTHER INCOME &amp; EXP.</td>
<td>$316,016</td>
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<td>NET INCOME</td>
<td>$589,190</td>
<td>$705,914</td>
<td>$116,724</td>
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Upon completion of the second quarter of FY 2016, Operating Revenues are down $1,003,140 as compared to last year. Operating Expenses are down $960,262 for the same period resulting in an Operating Income of $230,297, which is down $42,878. When combined with miscellaneous income and expenses, RMU experienced a Net income of $705,914, which is up $116,724 as compared to the second quarter of FY2015.
STATUS OF PENDING PROJECTS

ELECTRIC DEPARTMENT

- ELECTRICAL EXTENSIONS/UPGRADES
- Industrial Park Substation - Installation of two (2) additional reclosers and underground feeder circuits. Started, February 5, 2016. Ongoing.
- Parkview Subdivision (Lot 50) - Relocate existing pole and new transformer installation. Completed, February 25, 2016.

WATER DEPARTMENT

- WATER MAIN INSTALLATION
  - Fox Creek, Old English and Whitehall Roads - Replace existing 4", 6", and 8" ductile iron water main with 8" PVC. Installed 80 feet of 4" PVC; 40 feet of 6" PVC; 3080 feet of 8" PVC. Started, September 1, 2015. Completed, December 29, 2015.
  - Martin Springs Drive (1600 block) - Replace existing 8" cast iron water main with 12" PVC. Installed 500 feet of 12" PVC. Started, February 25, 2016. Completed, March 17, 2016.
• Three (3) WATER TAPS
• Eight (8) FIRE HYDRANTS

MISCELLANEOUS

• PERSONNEL/TRAINING
  o Missouri Department of Natural Resources - Revised Total Coliform Rule (RTCR). January 12, 2016. Held in Rolla, Missouri. Three RMU employees attended.
  o Rolla High School "Experts In The Classroom". January 12, 2016. Three RMU employees presented.
  o February 25, 2016, one RMU employee resigned.
  o March 26, 2016, two RMU employees received promotions from Laborer I to Meter Reader/Serviceman.
  o Missouri Water & Wastewater Conference "Groundwater Rules and Well Construction". March 31, 2016 held in St. James, MO. Three RMU employees attended.
  o March 7, 2016, one new employee was hired for Night Serviceman.

• APPA LEGISLATIVE RALLY
  o Bourne attended the annual rally held in Washington D.C., March 7-9, 2016.

• MISCELLANEOUS
  o Pacific Crest Transformer (Bridge School Substation) - 12MVA transformer rebuild by Jordan Transformer. Received, March 15, 2016. Completed and back on line, March 17, 2016.
  o On April 4, 2016, Rolla Municipal Utilities earned a Reliable Public Power Provider (RP3) Gold designation from the American Public Power Association for providing reliable and safe electric service. The RP3 designation recognizes public power utilities that demonstrate proficiency in four key disciplines: reliability, safety, workforce development and system improvement. Criteria within each category are based on sound business practices and represent a utility-wide commitment to safe and reliable delivery of electricity. Rolla Municipal Utilities is one of 29 utilities that earned the designation this year.

• MJMEUC/MoPEP UPDATES
  o MJMEUC Engineering Committee held a meeting January 21, 2016 with discussions of community solar options which could be offered in the future to Commission Cities. This option would allow marketing our current and future solar projects to member cities within and outside the pool.
  o On February 9, 2016 the U.S. Supreme Court voted to grant the applications of numerous parties to stay the Environmental Protection Agency's Clean Power Plan
pending Supreme Court review. This decision will have some very important practical effects. States that have been objecting to the legality of the Clean Power Plan (CPP) may now stop their efforts to craft a compliance plan until the end of litigation. If the CPP is ultimately approved, the timetable for compliance may not be any shorter. The death of Justice Scalia may also play a factor as the court may now be split 4-4 until a replacement Justice is seated.

2016 COMPARATIVE RATE INFORMATION

- Requests for residential rate information were sent to several utilities within a 60 mile radius of Rolla. The following is a summary of the results received.
- Rate comparisons do not indicate the level of service provided with the actual commodity.

Water Residential: Based on a Thirty (30) day month (5/8" meter)
Consider:
- Type of source water
- Type of treatment
- Level of Service supplied
- Condition of system
- ISO Rating & water system
- Capital project budget
- Available response equipment
- Response to customers/leaks

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<td>St. Robert</td>
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<td>Public Water #2 of Phelps County</td>
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NOTE: Rate change from previous year.
## 2016 COMPARATIVE RATE INFORMATION (con’t)

Electric Residential: Based on a Thirty (30) day month

Consider:
- Condition of System
- Level of Service Provided
- Outage response
- Outage prevention/tree trimming
- Safety and Training
- Capital project budget
- Available response equipment
- Long term planning

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<th>700 kWh</th>
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*Fuel Adjustment Charge:
*Ameren adjust .00191/kWh 3 times per year
**St. James - Adds 6% pilot to all kWh usage
***Cuba - mthly adjustment .0037 per kWh
^Sullivan - Power Purchase adjustment -.0101 per kWh

**Summer rates shown

Winter rates

Note: Rate change from previous year

II. B. 9.
2016 COMPARATIVE RATE INFORMATION (con’t)

NOTES:

- Ameren charges $.000191/kWh 3 times a year. This amount will decrease to -$.00002/kWh beginning in June 2016. Plans are to adjust rider charges in June from -$.001055 to +$.001038/kWh. Calculated charge DOES NOT include FAC or energy efficiency rider.
- Gascosage Electric will adjust their service availability to $32.50 and increase $0.07 per kWh beginning in June, 2016.
- The City of Cuba adjustment is $.0037 per kWh monthly.
- The City of Houston has a yearly adjustment.
- The City of Richland FAC adjustment is based on how much is purchased from supplier.
- The City of Sullivan power purchase adjustment is -$0.0101 per kWh.
- St. James Municipal Utilities has a 6% pilot on all kWh usage which is not included in calculated charge.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project 394 – 2016 Micro Surfacing

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

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

COMMENTARY:

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

Vance Brothers, Inc $302,100.00
5201 Brighton
Kansas City, MO 64130

Donelson Construction Co., LLC $305,550.00
19619 CR 7300
Newburg, MO 65550

Council accepted the bid of $305,550.00 from Donelson Construction Co., LLC at the May 2nd council meeting. Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Donelson Construction Co., Inc. for $305,550.00.

ITEM NO. III. A. l.
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 is, 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 1. 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 ____________________________, 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

III. A. S.
# 2016 Micro Surfacing Project 394
March 30, 2016

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Total Bid Price: $302,100.00

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Total Bid Price: $305,550.00
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 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: Community Development  ACTION REQUESTED: First Reading

ITEM/SUBJECT: An Ordinance to approve the re-subdivision of RSBR No. 2 Subdivision, being a Minor re-subdivision to eliminate the interior lot lines for lots 1 and 2 of the current RSBR Subdivision, situated in the NW1/4, SW ¼ section 36, T38N, RSBR 5th pm City of Rolla, Phelps County, Missouri.

RSBR Subdivision

DATE: 5-16-2016

GENERAL INFORMATION:

CASE #: 4-12-16

APPLICANT/STATUS OF APPLICANT: The subject property belongs to the West Family Holdings LLC, 2600 North Bishop Avenue, Rolla, Missouri 65401. Phone: 314-220-8893 Lawrence west @yahoo.com.

CURRENT ZONING/USE: The subject property is zoned C-3 (Highway Commercial District) zoning. The site is currently undeveloped having been cleared of improvements the highest and best use of this property is for commercial development given the high traffic volume, site visibility and the adjoining commercial uses.

LOCATION OF SUBDIVISION: The subdivision is located near the northern city limits boundary on the west on the West of Highway 63 and North of I-44. The Assessor’s Account Number is 4041 and can be used to identify the location of a given property. See the attached map and legal description.

LOTS: The re-subdivision of the RSBR Subdivision lots 1 and 2 is the reason for this action. The combined lots total 3.57 acre or 155,509 sq. ft.

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

ENGINEER OF RECORD: Lortz Surveying LLC, 14800 Private Drive, 1122 Saint James, Missouri, 65559. Phone 573-265-056, JasonLortzSurveying.com

PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee members at their April 26, 2016 meeting.

ACTION REQUIRED: Motion to recommend to the City Council the approval, denial, or approval with conditions of the request to vacate the subject re-subdivision.
ORDINANCE NO. ________

AN ORDINANCE APPROVING THE RE-SUBDIVISION OF RSBR NO. 1 SUBDIVISION, BEING A MINOR RE-SUBDIVISION TO ELIMINATE THE INTERIOR LOT LINES FOR LOTS 1 AND 2 OF THE RSBR SUBDIVISION, SITUATED IN THE NW1/4, SW1/4, SECTION 36, T38N, R8W of the 5TH P.M. CITY OF ROLLA, PHELPS COUNTY, MISSOURI. (RSBR No. 2 SUBDIVISION).

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

Section 1: That the following legal description applies to this Re-Subdivision of the RSBR No. 1 Subdivision:

The re-subdivision of RSBR No. 1 Subdivision, being a Minor re-subdivision, to eliminate the interior lot lines for lots 1 and 2 of the current RSBR Subdivision, situated in the NW1/4, SW 1/4, Section 36, T38N, R8W of the 5TH P.M. City of Rolla, Phelps County, Missouri.

Section 2: That the lot lines between Lots 1 and 2 of the RSBR No. 1 Subdivision are hereby eliminated, establishing a single lot consisting of 3.57 acres.

Section 3: That Rolla Municipal Utilities (RMU) and the City of Rolla will require the developer(s) to install a water main along the entire length of the subdivision adjoining the U.S. Highway 63 right-of-way. Development plans for this resubdivision must be submitted and approved by the City of Rolla and RMU before the plat can be filed at the Phelps County Courthouse.

Section 4: The developer(s) will be required to pay a Land Development Permit fee and a Storm Water Management fee if required by the Public Works Director.

Section 5: The developer(s) will install a sanitary sewer system sufficient to serve this area, including any designated utility easements.

Section 6: That this Ordinance shall be in full force and effect from after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.


APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

IV. A. S.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis       ACTION REQUESTED: Resolution

ITEM/SUBJECT: Maher Ismail Sewer Use Agreement and Annexation

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

COMMENTARY:

Attached is a sewer use agreement and annexation request for Maher Ismail located at 100 Lovers Lane. This property is contiguous with the city limits. This property is located at the northwest corner of Soest Road and Lovers Lane.

Staff is recommending annexation but is also recommending the Council approve the sewer use agreement. This will allow the owner to connect existing building to sewers now and to connect the balance after the annexation process is completed. We have offered to extend a city main from Ashwood Drive across Lovers Lane for $5,312.93. Mr. Ismail has deposited that amount with the city.

Staff recommends approval of the resolution.
Sewer Use Agreement

Grantee:  Maher Ismail
Grantor:  City of Rolla, 901 North Elm Street, Rolla, MO  65401
Mailing Address:  PO Box 979, Rolla, MO  65402
Legal Description:  Page 2
Reference Book/Page:  

IV. B.2.
SEWER USE AGREEMENT

THIS SEWER USE AGREEMENT is entered into this _____ of _____________, 2016 by Maher Ismail, Grantee(s) with the City of Rolla, Missouri, a municipal corporation hereinafter "City"), Grantor.

WHEREAS, Maher Ismail has made a request for sewer service for their property located at 100 Lovers Lane, Rolla, MO. 65401.

WHEREAS, This property is located outside the city limits.

WHEREAS, Maher Ismail has submitted an application for annexation of the property.

WHEREAS, by voluntarily entering into this agreement Maher Ismail and the City, in accordance with Rolla City Code Section 35-133, intend to further define their duties and responsibilities to ensure that their respective actions are coordinated in order to meet the requirements of said Section 35-133.

NOW THEREFORE, in consideration of the foregoing recitals and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The terms of this agreement apply to the following property and all portions thereof:

TRACT 2: A FRACTIONAL PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7 WEST OF THE 5TH PRINCIPAL MERIDIAN IN PHELPS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½ IP FOUND AT THE SOUTHEAST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID QUARTER, N 89°10'16" W, A DISTANCE OF 930.87 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, N 01°04'30" E, A DISTANCE OF 23.19 FEET TO A ¾ IRON PIPE FOUND ON THE NORTH RIGHT OF WAY OF PHELPS COUNTY ROAD 3000; THENCE CONTINUING N 01°04'30" E, A DISTANCE OF 187.97 FEET TO A ½ IP SET AT THE POINT OF BEGINNING OF THE HEREAFTER DESCRIBED TRACT; THENCE CONTINUING N 01°04'30" E, A DISTANCE OF 125.64 FEET TO A ¾ IRON PIPE FOUND; THENCE N 88°55'23" W, A DISTANCE OF 374.44 FEET TO A ¾ IP SET ON THE EAST RIGHT OF WAY OF LOVERS LANE; THENCE ALONG SAID EAST RIGHT OF WAY, S 00°44'49" W, A DISTANCE OF 75.00 FEET TO A ½ IP SET; THENCE LEAVING SAID EAST RIGHT OF WAY, S 88°55'23" E, A DISTANCE OF 189.62 FEET TO A ½ IP SET; THENCE S 00°59'09" W A DISTANCE 50.64 FEET TO A ½ IP SET; THENCE S 88°55'23" E, A DISTANCE OF 184.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.66 ACRES MORE OR LESS AND IS SUBJECT TO LOVERS LANE AND ANY OTHER EASEMENTS, RESTRICTION, RESERVATIONS, DECLARATIONS AND COVENANTS OF RECORD OR OTHERWISE, PER SURVEY BY ANDERSON AND ASSOCIATES, CONSULTING ENGINEERS, LLC. SURVEY # AA-2627A.

2. The parties agree that the following stipulations outlines in this agreement are necessary are reasonable as outlined below:

(a) The owner of the land shall submit a petition for annexation of the land into the city;

(b) The parcel of property shall be developed in accordance with city specifications and standards as though the property were within the city’s limits;

IV. B 3.
(c) The sewer connection fees, as set forth in Section 35-131 of the Rolla City Code, shall be paid in advance;

(d) The owner of the premises to be served is subject to a monthly sewer use as set forth in Section 35-127 of the Rolla City Code;

(e) The city shall be responsible for obtaining easements and construction of all sewer mains. Payment of $5,312.93 paid and received from the owner to the City of Rolla for improvements. All individual service lines will be the responsibility of the owner.

(f) The owner shall authorize right of entry by the city representative or agent, at any time, for the purpose of inspecting and testing the owner’s sewer system or to perform work to correct or improve such sewer system;

(g) The owner shall correct, repair or alter, within a specified time period, any portion of the individual service line found to be defective by the city’s representative or agent upon verbal or written notice by the Public Works Director or his representative. In the event the owner fails to meet the specified time schedule to correct such sewer system the city may perform such corrective work and the owner shall compensate the city for such work in an amount equal to the actual cost to the city or by a contractor;

(h) All sanitary sewer lines permitted by this section shall comply with all city ordinances governing the installation of sanitary sewers within the corporate limits of the city;

(i) The city reserves the right to cut off or disconnect any connection made under the provisions of this section in the event the charges or fees required by the chapter become delinquent or in the event of a violation of the provisions of the chapter. (Ord. 2197, §1; Ord. 2886, §3; Ord. 3436, §1)

3. Applicable Standards and Approvals. All of the improvements outlined herein shall be made in accordance with all applicable city ordinance requirements, except those outlined in this agreement. The Developer shall be responsible for obtaining approval for any portion of the improvements that require approval from another jurisdiction.

4. Recording of Agreement. City agrees to record this agreement with the Phelps County Recorder’s Office and agrees to pay the costs of said recording. The Covenant herein shall run with the land as described above and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

5. Complete Agreement. This agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

6. Severability. Any provision of this agreement which is not enforceable according to law will be served here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this agreement. This agreement shall not be valid until executed by the parties and approved by motion by the City Council of the City of Rolla, Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first written above.

APPROVED: ______________________________
Mayor Louis J. Magdits IV

ATTEST:

________________________________________
City Clerk Carol Daniels

________________________________________
Maher Ismail

APPROVED AS TO FORM:

________________________________________
City Counselor
PETITION REQUESTING ANNEXATION
TO THE CITY OF ROLLA, MISSOURI

Submit To:
City of Rolla
Department of Public Works
PO Box 979
901 North Elm Street
Rolla, MO 65402
573-364-8659 Phone
573-364-8602 Fax
email: shargis@rollacity.org

The undersigned hereinafter petitions and requests the City Council of the City of Rolla, Missouri to annex into the corporate limits of the City of Rolla, Missouri any portion or part of the following tract of land, presently unincorporated non-contiguous to the corporate limits of the City of Rolla, Missouri:

TRACT 2 - A FRACTIONAL PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7 WEST OF THE 5TH PRINCIPAL MERIDIAN IN PHELPS COUNTY, MISSOURI. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IP FOUND AT THE SOUTHEAST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF SAID SECTION 7, THENCE ALONG THE SOUTH LINE OF SAID QUARTER N 89°10'16" W A DISTANCE OF 930.87 FEET TO A POINT THENCE LEAVING SAID SOUTH LINE, N 01°04'30" E A DISTANCE OF 23.19 FEET TO A ½" IRON PIPE FOUND ON THE NORTH RIGHT OF WAY OF PHELPS COUNTY ROAD 3000 THENCE CONTINUING N 01°04'30" E A DISTANCE OF 187.97 FEET TO A ½" IP SET AT THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT THENCE CONTINUING N 01°04'30" E A DISTANCE OF 125.64 FEET TO A ½" IRON PIPE FOUND THENCE N 88°55'23" W A DISTANCE OF 374.44 FEET TO A ½" IP SET ON THE EAST RIGHT OF WAY OF LOVERS LANE THENCE ALONG SAID EAST RIGHT OF WAY, S 00°44'49" W A DISTANCE OF 75.00 FEET TO A ½" IP SET, THENCE LEAVING SAID EAST RIGHT OF WAY, S 88°55'23" E A DISTANCE OF 189.62 FEET TO A ½" IP SET, THENCE S 00°59'09" W A DISTANCE 50.64 FEET TO A ½" IP SET, THENCE S 88°55'23" E A DISTANCE OF 184.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.86 ACRES MORE OR LESS AND IS SUBJECT TO LOVERS LANE AND ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS, DECLARATIONS AND COVENANTS OF RECORD OR OTHERWISE, PER SURVEY BY ANDERSON AND ASSOCIATES, CONSULTING ENGINEERS, LLC SURVEY # AA-2627A.

TRACT 3 - A FRACTIONAL PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER AND A FRACTIONAL PART OF THE NORTH HALF OF LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 7 WEST OF THE 5TH PRINCIPAL MERIDIAN IN PHELPS COUNTY, MISSOURI. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IP FOUND AT THE SOUTHEAST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF SAID SECTION 7, THENCE ALONG THE SOUTH LINE OF SAID QUARTER, N 89°10'16" W A DISTANCE OF 930.87 FEET TO A POINT THENCE LEAVING SAID SOUTH LINE, N 01°04'30" E A DISTANCE OF 23.19 FEET TO A ½" IRON PIPE FOUND ON THE NORTH RIGHT OF WAY OF PHELPS COUNTY ROAD 3000 THENCE CONTINUING N 01°04'30" E A DISTANCE OF 187.97 FEET TO A ½" IP SET THENCE N 88°55'23" W A DISTANCE OF 184.36 FEET TO A ½" IP SET AT THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED TRACT THENCE CONTINUING N 01°04'30" E A DISTANCE OF 125.64 FEET TO A ½" IRON PIPE FOUND THENCE S 00°44'49" W A DISTANCE OF 75.00 FEET TO A ½" IP SET, THENCE LEAVING SAID EAST RIGHT OF WAY, S 88°55'23" E A DISTANCE OF 189.62 FEET TO A ½" IP SET, THENCE S 00°59'09" W A DISTANCE 50.64 FEET TO A ½" IP SET, THENCE S 88°55'23" E A DISTANCE OF 184.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.16 ACRES MORE OR LESS AND IS SUBJECT TO PHELPS COUNTY ROAD 3000, LOVERS LANE AND ANY OTHER EASEMENTS, RESTRICTIONS, RESERVATIONS, DECLARATIONS AND COVENANTS OF RECORD OR OTHERWISE, PER SURVEY BY ANDERSON AND ASSOCIATES, CONSULTING ENGINEERS, LLC SURVEY # AA-2627A.
The undersigned represent that they are owners of all fee interest of record of the above tract of land.

This petition shall be a continuing obligation running with the land, and shall bind the subsequent owners, their heirs, executors, administrators, successors, assigns, or legal representatives. It is understood that this instrument will be recorded in the Recorder of Deeds Office of Phelps County and shall be of record.

Maher Ismail

Type or print name

N/A

Signature

N/A

Signature

Mailing address 2045 Compton Avenue #203, Corona, CA 92881

Subscribed and sworn before me this 4th day of May in the year 2016.

BRANDY M. AUXIER
My Commission Expires March 31, 2019
Phelps County
Commission #15634416

Notary Public

IV. B. 7.
Request to Annex a 2.02 acre tract at 100 Lovers Lane and Zone from NZ (No Zone) to R-3 (Multi-Family District) (Ismail)

[Map showing the area with zoning classification and location map]

Zoning Classification

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

May, 2015
RESOLUTION NO.__________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND MAHER ISMAIL.

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

Section 1: That the Mayor of the City of Rolla, Missouri is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a sewer use agreement between the City of Rolla, Missouri and Maher Ismail. 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: Steve Hargis ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Project 405 – Micropave Pilot Project

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

COMMENTARY:

Council approved $58,800.00 bid from Vance Brothers, Inc. for Project #405 – Micropave Pilot Project at the May 02, 2016 council meeting. Project will be done on Vichy Road as shown in attached drawing.

Staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with Vance Brothers, Inc for $58,800.00
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 __________Vance Brothers, Inc.________ 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 "Micropave Pilot Project 405", 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 "Micropave Pilot Project 405".

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 hereof 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 $58,800.00 for all work covered by and included in the contract.
award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

CITY OF ROLLA, MISSOURI

BY
Mayor, Owner, Party of the First Part

Printed Name

STATE OF MISSOURI
SS
County of Phelps

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

My Commission Expires: __________________________

______________________________
Notary Public
ORDINANCE NO. ____________

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 VANCE BROTHERS, INC. FOR THE MICROPAVE PILOT PROJECT, PROJECT 405.

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 Vance Brothers, Inc. for the Micropave Pilot Project, Project 405, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

________________________________________
MAYOR

ATTEST:

________________________________________
CITY CLERK

APPROVED AS TO FORM:

________________________________________
CITY COUNSELOR
DEPARTMENT HEAD: Steve Hargis
ACTION REQUESTED: Resolution
ITEM/SUBJECT: MO S & T Sewer Use Agreement

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

COMMENTARY:

Attached is a sewer use agreement previously approved by City Council. Minor changes were requested by legal counsel for the University of Missouri.

Attached is a resolution authorizing the Mayor to repeal the previous resolution and to approve the Sewer Use Agreement.

Staff recommends approval.
Sewer Use Agreement

Grantee: The Curators of the University of Missouri

Grantor: City of Rolla, 901 North Elm Street, Rolla, MO 65401

Grantor's Mailing Address: P.O. Box 979, Rolla, Missouri 65402

Legal Description: Page 2

Reference Book/Page: ________________________________

{000/3756-5}
SEWER USE AGREEMENT

THIS SEWER USE AGREEMENT is entered into this _____ of __________, 2016 by The Curators of the University of Missouri, Grantee(s) with the City of Rolla, Missouri, a municipal corporation (hereinafter “City”), Grantor.

WHEREAS, The Curators of the University of Missouri have made a request for sewer service for its property located at 12350 Spencer Road, Rolla, Missouri 65401.

WHEREAS, this property is located outside the City limits.

WHEREAS, by voluntarily entering into this agreement The Curators of the University of Missouri and the City, in accordance with Rolla City Code Section 35-133, intend to further define their duties and responsibilities to ensure that their respective actions are coordinated in order to meet the requirements of said Section 35-133: and

NOW THEREFORE, in consideration of the foregoing recitals and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The terms of this agreement apply to the following property and all portions thereof:

All that certain parcel of land situated in the County of Phelps, State of Missouri, being known and designated as a fractional part of Railroad Lot 112 in Phelps County, Missouri, more particularly described as follows: Commencing at a found stone at the SW corner of Railroad Lot 112; Thence along the South line of said Lot 112, N 88°55’30” E (basis of bearing based on Archer-Elgin Survey J1557, dated September 22, 2015) 740.00 feet to the point of beginning; Then leaving said South line, N 01°04’30” W 140.00 feet; Thence N 88°55’30” E 250.00 feet; Thence S 01°04’30” E 140.00 feet to the South line of Railroad Lot 112; Thence along said South line, S 88°55’30” W 250.00 feet to the point of beginning. Description derived from Survey J1557 by Archer-Elgin under date of September 22, 2015, containing 0.80 acres, subject to survey, and any/all easements and/or restrictions existing and/or of record.

2. The parties agree that the following stipulations outlined in this agreement are necessary and reasonable as outlined below:

(a) The owner of the land shall submit a petition for annexation of the land into the City;

(b) The parcel of property shall be developed in accordance with such specifications and standards adopted by The Curators of the University of Missouri, as the City recognizes that such specifications and standards are at least as stringent as those adopted by the City;

(c) The sewer connection fees, as set forth in Section 35-131 of the Rolla City Code, shall be paid in advance;

(d) The owner of the premises to be served is subject to a monthly sewer use as set forth in Section 35-127 of the Rolla City Code;

(e) The owner shall be responsible for obtaining easements and construction of all sewer mains, together with all individual service lines, comprising owner’s sewer system;
(f) The owner shall authorize right of entry by the City representative or agent, at any
time, for the purpose of inspecting and testing the owner's sewer system or to perform work to
correct or improve such sewer system;

(g) The owner shall correct, repair or alter, within a specified time period, any portion of
the owner's sewer line found to be defective by the City's representative or agent upon verbal or
written notice by the Public Works Director or his representative. In the event the owner fails to
meet the specified time schedule to correct such sewer system the City may perform such
corrective work and the owner shall compensate the City for such work in an amount equal to
the actual cost to the City or by a contractor;

(h) All sanitary sewer lines permitted by this section shall comply with all City ordinances
governing the installation of sanitary sewers within the corporate limits of the City;

(i) Upon satisfaction or waiver of the conditions set forth herein, the City shall allow the
connection of the sanitary sewer line to the City's sanitary sewer system;

(j) The City reserves the right to cut off or disconnect any connection made under the
provisions of this section in the event the charges or fees required by the chapter become
delinquent or in the event of a violation of the provisions of the chapter. (Ord. 2197, §1; Ord.
2886, §3; Ord. 3436, §1)

3. Applicable Standards and Approvals. All of the improvements outlined herein shall be made
in accordance with all applicable City ordinance requirements, except those outlined in this
agreement. The Owner shall be responsible for obtaining approval for any portion of the
improvements that require approval from another jurisdiction.

4. Recording of Agreement. City agrees to record this agreement with the Phelps County
Recorder's Office and agrees to pay the costs of said recording. The Covenant herein shall
run with the land as described above and shall be binding and inure to the benefit of the
parties hereto and their successors and assigns and on any future and subsequent
purchasers.

5. Complete Agreement. This agreement shall constitute the complete agreement between
the parties and any modification shall be in writing and signed by both parties.

6. Severability. Any provision of this agreement which is not enforceable according to law will
be severed herefrom, and the remaining provisions shall be enforced to the fullest extent
permitted by law.

7. Authority. The undersigned represent that they each have the authority and capacity from
the respective parties to execute this agreement. This agreement shall not be valid until
executed by the parties and approved by motion by the City Council of the City of Rolla,
Missouri.

IN: 5/4/}
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first written above.

APPROVED: ____________________________
Mayor Louis J. Magdits IV

ATTEST:

________________________________________
City Clerk Carol Daniels

________________________________________
Walter J. Branson
Vice Chancellor, Finance and Administration
The Curators of the University of Missouri

APPROVED AS TO FORM:

________________________________________
City Counselor
RESOLUTION NO.__________

A RESOLUTION REPEALING RESOLUTION NUMBER 1852 AND AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND MISSOURI S & T.

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

Section 1: That Resolution Number 1852 is hereby repealed.

Section 2: That the Mayor of the City of Rolla, Missouri is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a sewer use agreement between the City of Rolla, Missouri and Missouri S & T. A copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

[Signature]

Mayor

ATTEST:

[Signature]

City Clerk

APPROVED AS TO FORM:

[Signature]

City Counselor

IV. D. 6.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project 388 – 2016 Street Improvements
Keeton Road and Shady Lane

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

COMMENTARY:

City staff asked for and received bids for 2016 Street Improvements-Keeton Road and Shady Lane. The following bids were:

Donald Maggi, Inc. $106,247.50
PO Box 66
Rolla, MO 65402

Staff recommends award of the bid to Donald Maggi, Inc. for $106,247.50. A copy of bid tab is attached. In addition, staff is requesting the first reaing of the ordinance authorizing the Mayor to enter into the contract with Donald Maggi, Inc. for $106,247.50.
2016 STREET IMPROVEMENTS – KEETON ROAD AND SHADY LANE
PROJECT 388
CITY OF ROLLA, MISSOURI
QUOTATION FORM

Bid price includes all labor, materials, forms and equipment necessary for constructing all improvements as shown on the plans and specifications. Cost of final grading with 1” clean rock provided by City, shall be included in unit price for concrete curb and gutter, concrete driveway, sidewalk, and all other bid items. All unit prices shall cover complete installation of item. Payment shall be based on actual measured quantities. Inlet adjustments included in the curb and gutter price.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>KEETON ROAD</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1a.</td>
<td>Concrete curb and gutter – 2’ wide</td>
<td>1,575</td>
<td>LF</td>
<td>$18.25</td>
<td>$28,743.75</td>
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<tr>
<td>2a.</td>
<td>6” thick concrete driveway – 6 Bag*</td>
<td>5,900</td>
<td>SF</td>
<td>$6.60</td>
<td>$37,760.00</td>
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<td>3a.</td>
<td>4” thick concrete sidewalk</td>
<td>60</td>
<td>SF</td>
<td>$5.50</td>
<td>$330.00</td>
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<tr>
<td><strong>TOTAL KEETON ROAD</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$66,833.75</strong></td>
</tr>
<tr>
<td>SHADY LANE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1b.</td>
<td>Concrete curb and gutter – 2’ wide</td>
<td>1,275</td>
<td>LF</td>
<td>$18.25</td>
<td>$23,268.75</td>
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<tr>
<td>2b.</td>
<td>6” thick concrete driveway- 6 Bag*</td>
<td>2,300</td>
<td>SF</td>
<td>$6.90</td>
<td>$15,870.00</td>
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<tr>
<td>3b.</td>
<td>4” thick concrete sidewalk</td>
<td>50</td>
<td>SF</td>
<td>$5.50</td>
<td>$275.00</td>
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<tr>
<td><strong>TOTAL SHADY LANE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$39,413.75</strong></td>
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<tr>
<td><strong>GRAND TOTAL – KEETON ROAD AND SHADY LANE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$106,247.50</strong></td>
</tr>
</tbody>
</table>

*6” Driveways requiring 8 Bag Mix will be paid by adding 10% to 6 Bag Price.

Date: April 20, 2016
Signature: [Signature]
Address: P.O. Box 66
City: Rolla
State, Zip: Missouri, 65402
Phone: 573-364-7733
Fax: 573-341-5065

Opened 4-20-16
11:07 AM
Carol

V.A.A.
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 ___________________________ 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 STREET IMPROVEMENTS-KEETON ROAD AND SHADY LANE, PROJECT 388”, 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 STREET IMPROVEMENTS-KEETON ROAD AND SHADY LANE, PROJECT 388”.

\[\sqrt{\text{A}}.\ 3.\]
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:

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.

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.

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.

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

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.

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.

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.

\[\sqrt{A} \cdot 4\]
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 $106,247.50 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 complete said work within forty-five (45) consecutive calendar days from and after the date of receipt from the Owner of Notice to Proceed. Each street will have a notice to proceed as soon as they are made available by City.

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars ($100.00) per calendar day that the Contractor shall be in default.

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

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

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

CITY OF ROLLA, MISSOURI

BY ________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY ________________
TITLE ________________

STATE OF MISSOURI)
SS)
County of Phelps)

On this _______ day of ____________ before me appeared 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 __________________, 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. G.
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 Donald Maggi, Inc. for 2016 Street Improvements-Keeton Road and Shady Lane, Project 388, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR