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, June 6, 2016
City Hall Council Chambers
901 North Elm Street
6:30 P.M.

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

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

5 P.M. JOINT CITY/COUNTY CLOSED SESSION
Pursuant to Section 610.021(12) RSMo. the City Council and Phelps County Commission will discuss the following issue in Closed Session:
A) Contract Negotiation

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Monty Jordan

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – May 2, 2016
   2) City Council Meeting – May 16, 2016
   3) City Council Closed Session Meeting – May 16, 2016

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) Adopt-A-City Feature Program (Recognition of Active Volunteer Groups)
B) Airport Marketing Strategy – Mr. Eric Canada, CEO, Blane, Canada, LTD

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report – April 2016
B) Police Department Monthly Report – April 2016
C) Animal Control Division Monthly Report – April 2016
D) Municipal Court Monthly Report – April and May 2016
E) Planning and Zoning Commission Preliminary Meeting Minutes – May 10, 2016
F) Fire and Rescue Department Monthly Report – April 2016
I) Rolla Board of Public Works Meeting Minutes – March 22, 2016
V. **OLD BUSINESS**
   A) **Ordinance** Approving Chapter 100 Bond Project & EEZ Benefits for Hartmann US – (City Administrator John Butz) – **Final Reading**
   B) **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 (Rolla Investors, LLC) (Community Development Director John Petersen) - **Final Reading**
   C) **Ordinance** Approving the Resubdivision of RSBR No. 1 Subdivision (RSBR No. 2 Subdivision) – (Community Development Director John Petersen) - **Final Reading**
   D) **Ordinance** Authorizing the Mayor to Enter into a Contract with Vance Brothers, Inc., for Project 405 – Micropave Pilot Project – (Public Works Director Steve Hargis) – **Final Reading**
   E) **Ordinance** Authorizing the Mayor to Enter into a Contract with Donald Maggi, Inc. for Project 388 – 2016 Street Improvements – Keeton Road and Shady Lane – (Public Works Director Steve Hargis) – **Final Reading**

VI. **NEW BUSINESS**
   A) Discussion Pertaining to Pawn Shop Ordinance – (Police Chief Sean Fagan) – **Discussion Only**
   B) **Resolution** Authorizing the Mayor to Execute the Escrow Funding Agreement with Rolla Developer, LLC for the Rolla Apartments Rehabilitation Project – (City Administrator John Butz) - **Resolution**
   C) **Resolution** Authorizing the Mayor to Execute the Blight Study to PGAV for the Rolla Apartments Rehabilitation Project - (City Administrator John Butz) - **Resolution**

VII. **CLAIMS and/or FISCAL TRANSACTIONS**
   A) **Motion** Awarding Bid for Projects 388 & 392, 2016 Street Improvements, Keeton Rd., Shady Lane, 10th St., & Fairgrounds Rd. – (Public Works Director Steve Hargis) – **Motion**

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

IX. **MAYOR/CITY COUNCIL COMMENTS**
   A) **Motion** Appointing Mr. Jeffrey H. Rohrer to the Board of Adjustment (June 2020) – **Motion**
   B) **Motion** Reappointing Ms. Bette Shields and Ms. Judy Jepsen to the Police Personnel Board (June 2020) - **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:
   A) Contract Negotiations

XII. **ADJOURNMENT**
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, MAY 2, 2016; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Pro-Tempore Monty Jordan

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

Council Members Absent: Jonathan Hines, Don Morris, and Brian Woolley

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

Other City Officials in Attendance: City Administrator John Butz, City Councilor Lance Thurman, and City Clerk Carol Daniels

Mayor Pro-Tempore Jordan 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 Matt Miller 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 nine ayes, zero nays, and three 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 – 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.

MAY 2, 2016

[Signature]
III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) Monarch Butterfly Program: Ms. Susan Wrasmann, representing the Missouri Master Naturalist program and the Phelps County Master Gardeners addressed the Council. She mentioned they have joined with other chapters in the state and federated gardening clubs to increase and protect monarch habitat in our communities. Ms. Wrasmann noted Mayor Magdits asked her to give the Council a brief synopsis of some of the actions they are taking in Rolla. She stated he offered his support and suggested some additional steps that could be done to accomplish their conservation goals. Ms. Wrasmann told the Council they are working to protect and increase habitat for monarchs and other pollinators on small and large tracts of land. A gardening for monarchs’ initiative is being launched with donations from the Rolla Horticulture Club and the Middle School students, who grew milkweed and nectar plants in their classroom this spring. Ms. Wrasmann encouraged the Council and residents to stop by their native plant sale on Saturday, May 7 at the Rolla Downtown Farmer’s Market, where several varieties of milkweed and nectar plants will be available, which the adult monarchs depend on to fuel their migration.

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

Mayor Pro-Temore Jordan referred the Council to (A) the March 2016, Environmental Services Department Monthly Report; (B) the March 2016, Police Department Monthly Report; (C) the March 2016, Animal Control Division Monthly Report; (D) the April 13, 2016, Rolla National Airport Committee Meeting Notes; (E) the March 2016 Municipal Court Monthly Report; (F) the April 12, 2016, Planning and Zoning Commission Preliminary Meeting Minutes; (G) the March 2016, Fire and Rescue Department Monthly Report, and; (H) the March 2016 Building Codes Monthly Report.

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 asked the Council to consider the final reading of the subject ordinance that would authorize the Mayor to enter into an agreement with Pierce Asphalt, who was the low bidder on this project.
COUNCIL MEETING MINUTES
MAY 2, 2016
PAGE 3

V. OLD BUSINESS (continued)

(A) Ordinance Authorizing the Mayor to Enter Into a Contract with Pierce Asphalt, LLC for Project 398, 2016 Phase II Asphalt Improvements (continued): City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4276: 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. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Miller, Bowe, Williams, Jung, Meusch, Jordan, Long, Eudaly, and Crowell. Nays; None. Absent; Woolley, Hines, and Morris. Motion carried. The ordinance passed.

(B) Ordinance Repealing Sec. 41-6 of the Rolla City Code and Enacting a New Section 41-6 Pertaining to the Discharge of Bows and Arrows and Crossbows: City Administrator John Butz noted the Council has been discussing this issue for a couple of months and has debated the size of an appropriate area if the Council is interested in permitting a limited archery season in Rolla. He recalled staff initially prepared a map with three-acre parcels and most of the feedback was that the area was too small. Mr. Butz referred the Council to a map in the Council packet, which shows five-acre parcels. If Council is interested in permitting this, he said staff believes three acres is too small and somewhere between five and seven acres seems more manageable. Mr. Butz reminded Council most of the south side area of Rolla, which is zoned Rural Residential, already permits hunting.

Mr. Butz also mentioned a timely article Mayor Magdits found from the City of Ladue, Missouri, which is considering an ordinance that would allow hunting on up to three-acre parcels or larger. He noted there are a couple of points in the article that had some relevance to Rolla’s ordinance. One is the hunters would have to carry a written permission from property owners and have a current State hunting permit. The other point is all hunting would have to be conducted from a stand of at least ten feet high and facing the interior of the property.

City Counselor Lance Thurman read the following proposed ordinance for its final 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
V. OLD BUSINESS (continued)

(B) Ordinance Repealing Sec. 41-6 of the Rolla City Code and Enacting a New Section 41-6 Pertaining to the Discharge of Bows and Arrows and Crossbows (continued): SECTION 41-6 IN LIEU THEREOF PERTAINING TO THE DISCHARGE OF BOWS AND ARROWS AND CROSSBOWS. A motion was made by Williams and seconded by Jung to amend the ordinance by adding the stipulation “all hunting would have to be conducted from a stand at least 10 feet high and facing the interior of the property.” A voice vote on the motion showed eight ayes, one nay, and three absent. Motion carried. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance, as amended. A roll call vote on the motion showed the following: Ayes: Williams, Jordan, Jung, Miller, and Crowell. Nays: Eudaly, Bowe, Meusch, and Long. Absent: Woolley, Morris, and Hines. Motion failed. The ordinance failed.

(C) Ordinance Authorizing Use of Chapter 100 Bonds for Hartmann US: City Administrator John Butz informed the Council that staff received word last week that the attorneys representing the Hartmann Group would like to make some minor adjustments to the proposed Chapter 100 bonds ordinance. They have asked the Council to set aside consideration for two weeks at which time the amendments should be made.

A motion was made by Williams and seconded by Long to set aside consideration of the subject ordinance. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.

VI. NEW BUSINESS

(A) Resolution Authorizing an Amended TDD (MoveRolla) Project: City Administrator John Butz recalled that in November 2015, the Council passed Resolution No. 1850, which authorized the joint filing of the action with the Court to form the MoveRolla Transportation Development District (TDD). He noted it was approved by the Council and Phelps County, and was working its way through the courts. Mr. Butz said it was discovered there were a couple conflicts with some of the legal descriptions and the City wanted to add in the future location of IHOP (International House of Pancakes), because many of the other restaurants along Highway 63 were included. He referred the Council to the map that shows the proposed amendment to the boundaries.
VI. NEW BUSINESS (continued)

(A) Resolution Authorizing an Amended TDD (MoveRolla) Project: City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1860: A RESOLUTION AUTHORIZING THE FILING OF AN AMENDED PETITION FOR THE CREATION OF THE MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT. A motion was made by Williams and seconded by Eudaly to approve the proposed resolution. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried. The resolution passed.

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 reported bids were received for this year’s micro surfacing project. He indicated bids were received from Vance Brothers, Inc. and Donelson Construction Co. Mr. Hargis said Donelson Construction is the company that has been doing the City’s micro surfacing for about the past nine years. He explained the specifications used in the bid were built around Donelson Construction’s micro surfacing. Mr. Hargis pointed out Vance Brothers submitted the low bid; however, they did not meet specifications. He told the Council staff took several weeks to evaluate Vance Brothers’ work. Unfortunately, he noted they do not have any work that is available for staff to evaluate that is older than about three years. Mr. Hargis said staff is not comfortable awarding the bid to Vance Brothers because it is not the product specified, although staff believes they have promise. He indicated staff would like to award the bid to Donelson Construction Co. for $305,550. In addition, he stated he would like to be authorized to bring a contract to the Council at its next meeting with Vance Brothers to surface a small section of Vichy Road, which would be about $65,000 worth of micro surfacing. Mr. Hargis said he would like to try their product and evaluate it against the work already done. He told the Council one of the key incentives of Donelson Construction’s product is the quickness in which traffic can be back on the streets.

A motion was made by Williams and seconded by Eudaly to award the bid for Project 394 - 2016 Micro Surfacing to Donelson Construction Co., for $305,550. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.
COUNCIL MEETING MINUTES
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VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(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 (continued): 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 DONELSON
CONSTRUCTION COMPANY, LLC. FOR 2016 MICRO SURFACING, PROJECT
394.

A motion was made by Williams and seconded by Eudaly to bring back a contract at the
next Council meeting with Vance Brothers for the pilot program. A voice vote on the
motion showed nine ayes, zero nays, and three absent. Motion carried.

(B) Motion Awarding Bid for Mower for Parks and Public Works Departments:
Parks and Recreation Director Floyd Jernigan reported three bids were received on April
20, 2016, for a 26 horsepower, zero turn mower with a 72-inch mower deck. Staff
recommends awarding the bid to the lower bidder, Schaeperkoetter Sales and Service,
Owensville, Missouri, for $14,511.11.

Public Works Director Steve Hargis informed the Council this is not a budgeted item for
his department, but he would like to piggyback on the Parks and Recreation Department’s
bid to purchase a replacement mower for the prison crew. He said a mower was on this
year’s replacement list, but due to budget constraints, staff decided to wait another year.
Mr. Hargis pointed out during this budget year, the Public Works Department replaced
some dump trucks and a backhoe. He told the Council the surplus dump trucks received
phenomenal prices on both GovDeals and Purple Wave and he recommended taking
some of the money that was not expected from these sales to replace the mower.

A motion was made by Eudaly and seconded by Long to award the bid for two mowers
(one for the Parks Department and one for the Public Works Department) to
Schaeperkoetter Sales and Service, Owensville, Missouri, for $14,511.11 each. A voice
vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.

(C) Motion Awarding Consultant/Broker Services: Finance Director Steffanie Rogers
indicated three bids were obtained for certain employee benefit and/or human resource
consultation services. Of the three bids received, one was for third party administration

MAY 2, 2016

I.A.6.
VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(C) Motion Awarding Consultant/Broker Services (continued): (TPA) services, which was not the service being bid. She reported the Health Insurance Committee met and recommends the bid be awarded to Hays Companies, the City’s current consultant. Ms. Rogers said staff is projecting a cost of $23,000, although it is capped at not to exceed $25,000. A motion was made by Williams and seconded by Eudaly to award the consultant/brokers services to Hays Companies. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.

VIII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Pro-Tempore Jordan opened the floor to anyone wishing to address the Council.

Mr. Tom Sager, 8 Laird Avenue, Rolla, Missouri, thanked Mayor Magdits for appointing him to the Library Board. He noted his confirmation would be considered by the Council later in the meeting. Before confirmation, Mr. Sager outlined some improvements he would like to see done to the exterior of the Library.

Mr. Sager said he is disappointed the Council just approved the Transportation Development District (TDD), because he said it would have been a good time to end it because it is a terrible idea. He added he thinks it is terrible that the city voters who are the ones who are going to pay this tax have been systematically excluded from voting on the district. Mr. Sager said the one-cent tax includes three of the four grocery stores in Rolla (Aldi, Wal-Mart, and Kroger). The Price Chopper already has an extra one-cent sales tax on it. He stressed this is not fair and should not be done, particularly without a vote.

Regarding development of the west side of Rolla and putting in a Menards, Mr. Sager said they are a really bad actor have been cited by the National Labor Relations Board for violations of federal law. They have denied raises to employees who mentioned unions and workers might be fired for any reason. Mr. Sager stated it is unreasonable to him that anybody would spend millions of dollars to bring a company like this to Rolla. He encouraged the Council to take it back and say we do not want to do this. It is not right or good for Rolla.

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

(A) Motion Reappointing Mr. Jim Marcellus (2\textsuperscript{nd} Term, May 2019) and Ms. Ruth Stoecker (3\textsuperscript{rd} Term, May 2019) to the Library Board: A motion was made by Eudaly and seconded by Long to reappoint Mr. Jim Marcellus and Ms. Ruth Stoecker to the Library Board. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.

(B) Motion Appointing Mr. Tom Sager to the Library Board (1\textsuperscript{st} Term, May 2017): A motion was made by Long and seconded byCrowell to appoint Mr. Tom Sager to the Library Board. A voice vote on the motion showed the eight ayes, one nay, and three absent. Motion carried.

(C) Motion Appointing Ms. Brenda Linkeman to the Library Board (1\textsuperscript{st} Term, May 2019): A motion was made by Eudaly and seconded by Long to appoint Ms. Brenda Linkeman to the Library Board. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.

(D) Motion Reappointing Councilmen Jordan, Meusch, and Bowe to the Finance/Audit Committee: A motion was made by Crowell and seconded by Long to reappoint Councilmen Jordan, Meusch, and Bowe to the Finance/Audit Committee. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.

X. COMMENTS FOR THE GOOD OF THE ORDER

(A) TIF Meeting: Councilman Long reminded the Council and citizens of the Tax Increment Financing (TIF) Commission meeting scheduled for 5:30 p.m., Wednesday, May 4, 2016, at the Phelps County Courthouse.

(B) Saudi Night: Councilman Meusch reported he attended the Saudi Night event on April 23 and highly recommended it. He said it was very interesting and the food was fabulous.

(C) Local Government Week: Mayor Pro-Tempore Jordan indicated he signed a Proclamation today declaring May 1 through May 7 as “Local Government Week.”

(D) Small Business Week: Mayor Pro-Tempore Jordan pointed out this week is “Small Business Week” and encouraged everyone to shop the local small businesses.
X. COMMENTS FOR THE GOOD OF THE ORDER (continued)

(E) National Day of Prayer: Mayor Pro-Temproe Jordan reminded everyone of the Mayor’s Prayer Breakfast which would be held on Thursday, May 5 at 6:30 a.m. in the Havener Center.

XI. CLOSED SESSION

None.

XII. ADJOURNMENT

Having no further business, the meeting adjourned at 7:13 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

_________________________                 ________________________
CITY CLERK                                    MAYOR

MAY 2, 2016

I. Ag.
ROLLA CITY COUNCIL MEETING MINUTES  
MONDAY, MAY 16, 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, Matthew Miller, Matthew Crowell, Kelly Long, Susan J. Eudaly, Don Morris, John Meusch, Jim Williams, Brian Woolley, Steven Jung, and Walt Bowe

Council Members Absent: Monty Jordan

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

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 Jonathan Hines led in the Pledge of Allegiance.

I. PUBLIC HEARINGS

(A) 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 (Rolla Investors, LLC): Community Development Director John Petersen informed the Council that the Planning and Zoning Commission is recommending the elimination of the previous site plan for the subject property and replacing it with a new site plan. The applicants, Rolla Investors, LLC, are requesting the subject property be rezoned from R-1 (Single Family District) to R-3 (Multi-Family District).

Mr. Rick Morris, one of the partners on the project, told the Council they are proposing a 188 unit, upscale, gated community complete with clubhouse, fitness center, and resort style pool. He reported 64 parking spaces have been added to the project. He noted that a full time maintenance staff and leasing agents would be on board.

MAY 16, 2016

I. A. 10.
I. PUBLIC HEARINGS (continued)

(A) 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 (Rolla Investors, LLC) (continued): Mr. Jeff Boyce one of the developers, added the project consists of almost nine acres and security would be a top priority. He said security cameras would be installed throughout the entire facility. Mr. Boyce told the Council there would be eight buildings with three stories each and a combination of one, two, three, and four bedroom units.

After a brief discussion, Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject-rezoning request.

Mr. Travis Knight, 1105 Crinoidal Court, said this development was very fortuitous for him and his wife, because they planned to move. He and his wife had discussed they felt Crinoidal had been under utilized as far as student housing and for families. Mr. Knight said this would be wonderful addition to Rolla. He commended Mr. Boyce and Mr. Morris for their generosity and professionalism.

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

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading by title. ORDINANCE: AN ORDINANCE APPROVING THE REZONING OF 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).

II. SPECIAL PRESENTATIONS

(A) Daughters of the American Revolution: Ms. Patricia Hill, a member of the Noah Coleman Chapter of the Daughters of the American Revolution, and Mr. Ian Huff, noted the Noah Coleman Chapter is very passionate when it comes to our veterans. She said Mr. Huff who is a chef, also has a place in his heart. Ms. Hill reported on Saturday, May 21, 2016, the Meramec Springs State Park would be hosting a veterans fishing day for veterans and children of fallen soldiers. She said it is their hope to serve each of these individuals a free bar-be-que lunch to those who have served our country and to show our
II. SPECIAL PRESENTATIONS (continued)

(A) Daughters of the American Revolution (continued): appreciation for their service, valor, and sacrifice, but they cannot do it alone. Ms. Hill stated they are asking communities like Rolla to assist in their goal by donating food items or cash donations.

Mr. Huff addressed the Council and mentioned items needed for the bar-be-que. Several Council members offered cash donations for this event.

(B) Rolla Municipal Utilities (RMU) FY 2016 Second Quarter Report: Rolla Municipal Utilities General Manager Rodney Bourne provided an overview of the Rolla Municipal Utilities’ (RMU) FY 2016 Second Quarter Report. He pointed out the complete report is available for review at www.rollamunicipalutilities.org.

III. OLD BUSINESS

(A) Ordinance Authorizing the Mayor to Enter into a Contract with Donelson Construction Co. for Project 394 – 2016 Micro Surfacing: Public Works Director Steve Hargis recalled that during its last meeting the Council awarded the bid for Project 394 – 2016 Micro Surfacing, to Donelson Construction Company. He asked the Council to consider the final reading of the subject ordinance, which would authorize the Mayor to enter into a contract with Donelson Construction Company.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4277: 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 DONELSON CONSTRUCTION COMPANY, LLC. FOR 2016 MICRO SURFACING, PROJECT 394. 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; Bowe, Woolley, Miller, Williams, Hines, Long, Meusch, Morris, Crowell, Eudaly, and Jung. Nays; None. Absent; Jordan. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Ordinance Approving the Resubdivision of RSBR No. 1 Subdivision (RSBR No. 2 Subdivision): Community Development Director John Petersen explained the subject resubdivision entails the elimination of interior lot lines so a new building can be
IV. NEW BUSINESS (continued)

(A) Ordinance Approving the Resubdivision of RSBR No. 1 Subdivision (RSBR No. 2 Subdivision) (continued): constructed on this site. He noted the subject property is located across the street from the Kia dealership. Mr. Petersen added an automotive type business is proposed for this property. He reported the Planning and Zoning Commission recommend approval.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: 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 NW 1/4, SW 1/4, SECTION 36, T38N, R8W of the 5TH P.M. CITY OF ROLLA, PHELPS COUNTY, MISSOURI. (RSBR NO. 2 SUBDIVISION).

(B) Resolution Authorizing the Mayor to Enter into a Sewer Use Agreement with Maher Ismail: Public Works Director Steve Hargis informed the Council a request was received from Maher Ismail to provide sewer service to a tract of land that is located at the corner of Stoltz Road and Lovers Lane. He noted there are two tracts of land with three occupied dwelling units located on the northern tract and the balance of the property is vacant. Ms. Ismail is requesting the entire property be annexed into the city. In the interest of time, he is requesting a sewer use agreement be approved for the occupied dwelling units until the annexation can be accomplished. Mr. Hargis told the Council that City staff has offered to do the work. He said the amount agreed to is $5,312.93 and Mr. Ismail has deposited that amount with the City.

After discussion, a motion was made by Eudaly and seconded by Morris to amend the subject sewer use agreement to include the hookup to water, if required, and all required fees to be paid to the City and RMU (Rolla Municipal Utilities). A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

City Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title, as amended. RESOLUTION NO. 1861: 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. A motion was made by Eudaly and seconded by Eudaly to approve the proposed resolution, as amended. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.
COUNCIL MEETING MINUTES
MAY 16, 2016
PAGE 5

IV. NEW BUSINESS (continued)

(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 recalled that during the Council’s last meeting, staff recommended and the Council approved giving Vance Brothers, Inc. micro surfacing materials a try, although they do not meet the City’s specifications. Staff recommended having Vance Brothers, Inc., do Vichy Road in its entirety and a portion of Sixteenth Street. Mr. Hargis asked the Council to consider authorizing the Mayor to enter into a contract with Vance Brothers, Inc., for this work.

City Counselor Carolyn Buschjost read the following proposed ordinance for one 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 VANCE BROTHERS, INC. FOR THE MICROPAVE PILOT PROJECT, PROJECT 405.

(D) Resolution Repealing Resolution No. 1852 and Authorizing the Mayor to Enter into a New Sewer Use Agreement with Missouri S&T: Public Works Director Steve Hargis stated the only real change in the subject Sewer Use Agreement is replacing “University of Missouri” with “Curators of the University of Missouri.”

City Counselor Carolyn Buschjost read the following proposed resolution for one reading, by title. RESOLUTION NO. 1862: 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. 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.

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Project 388 – 2016 Street Improvements – Keeton Road and Shady Lane and; an Ordinance Authorizing the Mayor to Enter into a Contract with Donald Maggi, Inc. for Same: Public Works Director Steve stated the sole bid for the concrete work on Keeton Road and Shady Lane was received from

MAY 16, 2016
V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(A) Motion Awarding Bid for Project 388 – 2016 Street Improvements – Keeton Road and Shady Lane and; an Ordinance Authorizing the Mayor to Enter into a Contract with Donald Maggi, Inc. for Same (continued): Donald Maggi, Inc. for $106,247.50. Staff is recommending award of this bid and the first reading of the proposed ordinance that would authorize the Mayor to enter into an agreement for these improvements.

A motion was made by Williams and seconded by Eudaly to award the bid for Project 388 – 2016 Street Improvements – Keeton Road and Shady Lane, to Donald Maggi, Inc., for $106,247.50. A voice vote on the motion showed eleven ayes, zero nays, and one absent. 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 DONALD MAGGI, INC. FOR 2016 STREET IMPROVEMENTS-KEETON ROAD AND SHADY LANE, PROJECT 388.

VI. MAYOR/CITY COUNCIL COMMENTS

(A) TIF Meeting: Councilman Kelly Long announced that 5:30 p.m., Wednesday, May 18, 2016, at the Phelps County Courthouse, might be the last chance to attend the TIF (Tax Increment Financing) Commission meeting for the Rolla West Project. He encouraged everyone to attend.

(B) Energy Savings Project Status: Councilman Morris asked if the clock has ever started on the energy savings project the City participated in a few years ago.

Public Works Director Steve Hargis said the City is waiting on a blower for the southeast wastewater treatment plant. A more standard, energy-efficient blower is being installed.

VII. CITIZEN COMMUNICATION

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

No one present addressed the Council.

MAY 16, 2016

I. A. 15.
VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) 21 McFarland Drive: Although the Community Development is looking into this matter, Councilman Morris promised a constituent he would mention it during the Council meeting. Mr. Morris indicated several weeks ago, a tree had been cut down in the yard at 21 McFarland Drive, and a significant brush pile and stump remain.

IX. CLOSED SESSION

A motion was made by Eudaly and seconded by Long to adjourn into Closed Session pursuant to RSMo. 910.021(12) to discuss contract negotiations. A roll call vote on the motion showed the following: Ayes; Meusch, Eudaly, Jung, Hines, Woolley, Miller, Bowe, Crowell, Long, Morris, and Williams. Nays; None. Absent; Jordan. Motion carried.

The Council adjourned into Closed Session at approximately 7:48 p.m.

X. ADJOURNMENT

The Council reconvened into open session at approximately 9:20 p.m. and adjourned.

Minutes respectfully submitted by City Clerk Carol Daniels.

__________________________  _________________________
CITY CLERK  MAYOR

MAY 16, 2016
# MATERIALS COLLECTED & SHIPPED
FROM RECYCLING CENTER
(Based on Calendar Year)

<table>
<thead>
<tr>
<th>Material</th>
<th>April 2016</th>
<th>Mar 2016</th>
<th>April 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>153.7 ton</td>
<td>107.6 ton</td>
<td>129.1 ton</td>
<td>518.0 ton</td>
<td>511.4 ton</td>
<td>1,718.9 ton</td>
</tr>
<tr>
<td>Newspaper</td>
<td>41.3 ton</td>
<td>19.8 ton</td>
<td>43.1 ton</td>
<td>142.1 ton</td>
<td>172.7 ton</td>
<td>500.2 ton</td>
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<tr>
<td>High Grade Paper</td>
<td>40.6 ton</td>
<td>20.3 ton</td>
<td>21.9 ton</td>
<td>122.7 ton</td>
<td>105.2 ton</td>
<td>314.1 ton</td>
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<tr>
<td>Aluminum</td>
<td>0.8 ton</td>
<td>2.4 ton</td>
<td>1.4 ton</td>
<td>3.2 ton</td>
<td>4.4 ton</td>
<td>10.9 ton</td>
</tr>
<tr>
<td>Tin/Steel Cans</td>
<td>4.2 ton</td>
<td>3.8 ton</td>
<td>5.0 ton</td>
<td>19.2 ton</td>
<td>21.2 ton</td>
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<tr>
<td>Plastic</td>
<td>11.2 ton</td>
<td>10.7 ton</td>
<td>0.0 ton</td>
<td>43.1 ton</td>
<td>53.3 ton</td>
<td>135.0 ton</td>
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<tr>
<td>Glass</td>
<td>19.3 ton</td>
<td>17.4 ton</td>
<td>22.4 ton</td>
<td>100.9 ton</td>
<td>91.0 ton</td>
<td>253.5 ton</td>
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<tr>
<td>Batteries</td>
<td>0.0 ton</td>
<td>0.8 ton</td>
<td>0.3 ton</td>
<td>0.8 ton</td>
<td>1.6 ton</td>
<td>1.6 ton</td>
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<tr>
<td>Electronic Waste</td>
<td>0.0 ton</td>
<td>3.4 ton</td>
<td>4.8 ton</td>
<td>11.8 ton</td>
<td>13.3 ton</td>
<td>48.7 ton</td>
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<tr>
<td>Household HW</td>
<td>1.2 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>1.2 ton</td>
<td>0.0 ton</td>
<td>6.8 ton</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>272.3 ton</strong></td>
<td><strong>186.2 ton</strong></td>
<td><strong>228.0 ton</strong></td>
<td><strong>963.0 ton</strong></td>
<td><strong>974.1 ton</strong></td>
<td><strong>3,047.4 ton</strong></td>
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</table>

## SERVICES PROVIDED

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>April 2016</th>
<th>Mar 2016</th>
<th>April 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Pick-ups</td>
<td>47</td>
<td>78</td>
<td>73</td>
<td>242</td>
<td>270</td>
<td>902</td>
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<tr>
<td>Paper Shredding</td>
<td>7.0 hours</td>
<td>14.0 hours</td>
<td>9.0 hours</td>
<td>46.0 hours</td>
<td>35.5 hours</td>
<td>148.5 hours</td>
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<tr>
<td>Reported Trash Nuisances</td>
<td>21</td>
<td>31</td>
<td>33</td>
<td>168</td>
<td>173</td>
<td>587</td>
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<tr>
<td>Households Dropping Off Hazardous Waste</td>
<td>80</td>
<td>107</td>
<td>108</td>
<td>272</td>
<td>292</td>
<td>866</td>
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## DISPOSAL TONNAGE
(Sanitation Division)

<table>
<thead>
<tr>
<th>Material</th>
<th>April 2016</th>
<th>Mar 2016</th>
<th>April 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>1,428.0 ton</td>
<td>1,342.2 ton</td>
<td>1,404.6 ton</td>
<td>5,111.8 ton</td>
<td>5,306.1 ton</td>
<td>15,969.4 ton</td>
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## Rolla Police Department
### Calls for Service
#### April 2016

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<tr>
<th>CFS</th>
<th>Total</th>
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<tbody>
<tr>
<td>Abandoned Vehicle</td>
<td>7</td>
</tr>
<tr>
<td>Abandoned/Recovered Property</td>
<td>14</td>
</tr>
<tr>
<td>Accident - Injury</td>
<td>14</td>
</tr>
<tr>
<td>Accident - Leave the scene</td>
<td>17</td>
</tr>
<tr>
<td>Accident - No Injury</td>
<td>33</td>
</tr>
<tr>
<td>Accident - Private Property</td>
<td>19</td>
</tr>
<tr>
<td>Accident - Road Blocked</td>
<td>8</td>
</tr>
<tr>
<td>Alarm LE</td>
<td>41</td>
</tr>
<tr>
<td>Animal Control</td>
<td>178</td>
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<tr>
<td>Assault</td>
<td>7</td>
</tr>
<tr>
<td>Assist Agency</td>
<td>11</td>
</tr>
<tr>
<td>Assist Ambulance</td>
<td>24</td>
</tr>
<tr>
<td>Assist Citizen</td>
<td>4</td>
</tr>
<tr>
<td>Assist Fire</td>
<td>5</td>
</tr>
<tr>
<td>Assist Law Agency</td>
<td>29</td>
</tr>
<tr>
<td>Assist Motorist</td>
<td>25</td>
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<tr>
<td>Benevolent Fund</td>
<td>2</td>
</tr>
<tr>
<td>Bomb Threat</td>
<td>1</td>
</tr>
<tr>
<td>Building Check</td>
<td>33</td>
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<tr>
<td>Building Lockout</td>
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<tr>
<td>Burglary</td>
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<tr>
<td>Busy/Out At</td>
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</tr>
<tr>
<td>Call for Police</td>
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<tr>
<td>Check Well Being</td>
<td>73</td>
</tr>
<tr>
<td>Child Abuse</td>
<td>2</td>
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<td>Court</td>
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<td>Crossing Guard</td>
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<tr>
<td>CWB 911 Hangup</td>
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<tr>
<td>Death</td>
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<td>Destruction of Property</td>
<td>16</td>
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<td>Distribution</td>
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<tr>
<td>Disturbance - Other</td>
<td>39</td>
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<tr>
<td>Domestic Violence</td>
<td>42</td>
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<tr>
<td>Driving While Intoxicated</td>
<td>9</td>
</tr>
<tr>
<td>Escort - Bank</td>
<td>4</td>
</tr>
<tr>
<td>Escort - Courtesy</td>
<td>8</td>
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<tr>
<td>Escort - Funeral</td>
<td>15</td>
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<tr>
<td>Exparte Violation</td>
<td>5</td>
</tr>
<tr>
<td>Field Interview</td>
<td>42</td>
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<tr>
<td>Fight</td>
<td>7</td>
</tr>
<tr>
<td>Fingerprints</td>
<td>18</td>
</tr>
<tr>
<td>Follow Up</td>
<td>129</td>
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<table>
<thead>
<tr>
<th>CFS</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fraud</td>
<td>33</td>
</tr>
<tr>
<td>Harassment</td>
<td>19</td>
</tr>
<tr>
<td>Information Request</td>
<td>261</td>
</tr>
<tr>
<td>Intoxicated Person</td>
<td>16</td>
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<tr>
<td>Juvenile Complaint</td>
<td>15</td>
</tr>
<tr>
<td>Keep the Peace/Standby</td>
<td>12</td>
</tr>
<tr>
<td>Kidnapping</td>
<td>1</td>
</tr>
<tr>
<td>Leave without Pay</td>
<td>9</td>
</tr>
<tr>
<td>Littering/Dumping</td>
<td>6</td>
</tr>
<tr>
<td>Loitering</td>
<td>8</td>
</tr>
<tr>
<td>Lost or Stolen Property</td>
<td>4</td>
</tr>
<tr>
<td>Loud Noise Complaint</td>
<td>34</td>
</tr>
<tr>
<td>Mental Health</td>
<td>23</td>
</tr>
<tr>
<td>Missing Person</td>
<td>3</td>
</tr>
<tr>
<td>Narcotics Violation</td>
<td>38</td>
</tr>
<tr>
<td>Open Door</td>
<td>5</td>
</tr>
<tr>
<td>Paper Service</td>
<td>29</td>
</tr>
<tr>
<td>Prisoner Transport</td>
<td>6</td>
</tr>
<tr>
<td>Property Damage-NonCriminal</td>
<td>1</td>
</tr>
<tr>
<td>Prowler</td>
<td>4</td>
</tr>
<tr>
<td>Public Relations</td>
<td>19</td>
</tr>
<tr>
<td>Runaway</td>
<td>16</td>
</tr>
<tr>
<td>School Resource Officer</td>
<td>8</td>
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<tr>
<td>Security Check</td>
<td>75</td>
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<tr>
<td>Sex Offense</td>
<td>4</td>
</tr>
<tr>
<td>Shots fired</td>
<td>1</td>
</tr>
<tr>
<td>Stealing</td>
<td>95</td>
</tr>
<tr>
<td>Stolen Vehicle</td>
<td>6</td>
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<tr>
<td>Suspicious Activity</td>
<td>71</td>
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<tr>
<td>Tampering</td>
<td>4</td>
</tr>
<tr>
<td>Telephone Harassment</td>
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<td>Tow Sticker Expired</td>
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<tr>
<td>Traffic Complaint</td>
<td>142</td>
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<tr>
<td>Traffic Stop</td>
<td>541</td>
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<tr>
<td>Trespassing</td>
<td>10</td>
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<tr>
<td>Try to Contact</td>
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<tr>
<td>Vehicle Fire</td>
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<td>Vehicle Identification</td>
<td>37</td>
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<tr>
<td>Vehicle Lockout</td>
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<tr>
<td>Vehicle Repossession</td>
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<tr>
<td>Veterinary Call</td>
<td>8</td>
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<tr>
<td>Weapons Violation</td>
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Total: 2952
April 2016

Part I Crimes

<table>
<thead>
<tr>
<th></th>
<th>Murder</th>
<th>Rape</th>
<th>Robbery</th>
<th>Felonious Assault</th>
<th>Burglary</th>
<th>Larceny</th>
<th>Auto Theft</th>
<th>Arson</th>
<th>Total Part I Crimes</th>
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<tbody>
<tr>
<td>This Month</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>4</td>
<td>6</td>
<td>67</td>
<td>3</td>
<td>0</td>
<td>82</td>
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<tr>
<td>Year to Date</td>
<td>0</td>
<td>5</td>
<td>2</td>
<td>20</td>
<td>27</td>
<td>153</td>
<td>9</td>
<td>2</td>
<td>218</td>
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N.B.2.
## ANIMAL CONTROL MONTHLY TOTALS
### April 2016

### ANIMALS IMPONDOED

<table>
<thead>
<tr>
<th>Location</th>
<th>Canine</th>
<th>Feline</th>
<th>Other Domestic</th>
<th>Wildlife</th>
<th>Monthly Total</th>
<th>2016 YTD Total</th>
<th>2015 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Rolla</td>
<td>32</td>
<td>19</td>
<td>1</td>
<td>18</td>
<td>70</td>
<td>209</td>
<td>165</td>
</tr>
<tr>
<td>Rolla Area</td>
<td>3</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>18</td>
<td>17</td>
</tr>
<tr>
<td>City of Newburg</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Newburg Area</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
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<tr>
<td>Edgar Springs Area</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
</tr>
<tr>
<td>Other Agencies</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>St. James Area</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Ft. Leonard Wood</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td><strong>Monthly Total</strong></td>
<td>35</td>
<td>21</td>
<td>1</td>
<td>18</td>
<td>75</td>
<td>230</td>
<td>184</td>
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<tr>
<td><strong>2016 YTD Total</strong></td>
<td>143</td>
<td>51</td>
<td>2</td>
<td>34</td>
<td></td>
<td>215</td>
<td>184</td>
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<tr>
<td><strong>2015 YTD Total</strong></td>
<td>131</td>
<td>43</td>
<td>0</td>
<td>10</td>
<td></td>
<td>201</td>
<td></td>
</tr>
</tbody>
</table>

| **Total Phelps County** | 3      | 0      | 0              | 0        | 3             | 19             | 18             |

### ANIMAL DISPOSITION

<table>
<thead>
<tr>
<th>Type</th>
<th>Canine</th>
<th>Feline</th>
<th>Other Domestic</th>
<th>Wildlife</th>
<th>Monthly Total</th>
<th>2016 YTD Total</th>
<th>2015 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animals Adopted</td>
<td>9</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>12</td>
<td>54</td>
<td>83</td>
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<tr>
<td>Animals Claimed</td>
<td>16</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>17</td>
<td>71</td>
<td>62</td>
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<tr>
<td>Euthanized (Ill/Injured)</td>
<td>1</td>
<td>6</td>
<td>0</td>
<td>0</td>
<td>7</td>
<td>15</td>
<td>5</td>
</tr>
<tr>
<td>Euthanized (Dangerous)</td>
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### ADDITIONAL STATISTICS

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**Note:**
- ①: Adoptions
- ②: Returns to Owners
- ③: Deaths/Cases Closed Outside Area

---

**Signature:**

**N.C.**
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<th>Beginning Credit Balance</th>
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No exceptions noted
**BANK NAME:** First Community National Bank - Rolla  
**BANK ACCOUNT NUMBER:** 0299537

## OTHER GENERAL LEDGER ACCOUNTS

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**TOTAL OTHER GENERAL LEDGER ACCOUNTS**  
18,421.50

**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"
BANK NAME: First Community National Bank - Rolla  
BANK ACCOUNT NUMBER: 0299537

OTHER GENERAL LEDGER ACCOUNTS

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<th>ACCOUNT NO./DESCRIPTION</th>
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TOTAL OTHER GENERAL LEDGER ACCOUNTS | 17,340.50

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.

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*Confidential - For Court Use Only*
BANK NAME: First Community National Bank - Rolla

BANK ACCOUNT NUMBER: 0299537

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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.

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MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY May 10, 2016 5:30 P.M.

Presiding: Don Brown, Chairperson
Commission Members Present: Steven Shields, Monte Shields, Russell Schmidt, Janeece Martin, Robert Anderson, Bill Lindgren, Jr., Matt Miller and Jack Morris
Commission Members Absent: None
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 April 12, 2016 minutes were approved.

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

III. PUBLIC HEARINGS: Request a Public Hearing considering the rezoning of Lot 1 through Lot 8, and Lot 10 of the Kayser North Hills Re-subdivision No.2, currently zoned R-1 (single Family District) zoning to R-3 (Multi-Family District) zoning.

Mr. Petersen explained in this area when considering a rezoning it was required to provide a site plan. Mrs. Wagner owns this property named Regal Place Mobil Home Court. In 2014 a rezoning was done from R-1(Single Family District) to R-3 (Multi Family District) zoning for this particular piece and involves 120 dwelling units, 3, 4 plex buildings @ 12 units per acre. Since Mrs. Wagner will be selling the property to the Developer it will be necessary to eliminate the plan.

Mr. Brown opened the Public Hearing for the Developer to make a presentation, address the Wagner Site Plan and the rezoning.
Steve Arhart of 601 Blumberg Lane, Lebanon, Missouri introduced Jeff Boyce to start with Construction plans:

**Steve Arhart of 601 Blumberg Lane, Lebanon, Missouri** started the presentation with plans showing an upscale family project including 160 beds with parking for 300 with a secured entrance. The plans also include Lot 9, but at this time that has not been secured.

**Jeff Boyce 4173 West Farm Rd 172 Brookline, Missouri.** Construction includes 6.1 acres of 3 story buildings, 160 units with various floor plans with 1, 2, 3 or 4 bedrooms. Buildings crafted beautifully in brick, stone and cedar timber for entry ways. The facility will include security cameras, a leasing office, student study, business center, fitness center, pool, fire pit and barbeque areas. 300 parking spaces will be provided and is adequate to meet the city’s requirements. The Developers will be meeting with the Architect this week to see if a few more parking spots may be added.

**Janet Shepherd 1108 Crinoidal Rolla, MO** has lived in this neighborhood for 3 years. In favor of this development; it provides an easy walk way to campus and is a gated community for families can feel safe in. She feels the offer was extremely fair.

Mr. Brown asked anyone to speak that is opposed:

**Kurt Schriewer 13767 Warcler Rd Highland, IL 62249** owner of Lot 9. Mr. Schriewer had gone to college here and is proud that his son chose the same. Mr. Schriewer was aware of the area since he had delivered pizza back in the college days to this neighborhood. He and his son had researched and decided to purchase this home in October for his son while attending the University. Was surprised when he met Janet and she advised him that she had someone that wanted to purchase the house. He met with Steve and Jeff back in February and spoke with them about their offer. To date they have not come to an agreement. He feels their decision will isolate his property and make parking virtually impossible. The developers have offered to find a house and help move them, but they have not found a house equivalent to what they have. The Schriewer family feels the offer is not adequate to the value of their home.

Mr. Schriewer has some concerns about parking and the access gate. He feels this will cause insufficient parking and students will be parking in front of his home, as well as the access gate will cause extreme traffic that was not in the original plan.

Request is do not rezone, add more parking, access gate to be moved or go back to single entrance. Come to a resolution for Developers to purchase his property.
Mr. Brown closed the public hearing.

Monte Shields asked if the gate could be moved? Mr. Petersen advised the gate could be closed and there are 2 points of ingress and egress.

Upon questions brought forth about the parking issue suggestions were made by Russell Schmidt and Janice Martin to make it a no parking zone. Mr. Schriewer did not agree since it is the only parking for his residence.

A motion was made by Russell Schmidt, seconded by Jack Morris to recommend to the City Council approval of the rezoning of Lot 1 through 8, and Lot 10 of the Kayser North Hills Re-Subdivision No. 2, currently zoned R-1 (Single Family District) zoning to R-3 (Multi-Family District) zoning.

A second motion was made by Steven Shields, seconded by Monte Sheilds to recommend to the City Council approval of the elimination of Wagner Site Plan.

IV. OLD BUSINESS: None

V. NEW BUSINESS:

A. 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, SW1/4, Section 36, T38N, RSBR 5th P.M. City of Rolla, Phelps County, Missouri.

Mr. Petersen explained this is the elimination of the interior lot line. Primary reason for elimination of the lot line is so the business that is planning on building on this property can cross the lot line.

No questions from Commissioners
A motion was made by Monte Shields, seconded by Robert Anderson 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.

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

VII. OTHER BUSINESS – CITIZENS COMMENTS: None

Meeting adjourned at 6:23 P.M.
Minutes prepared by Roben Griggs
City of Rolla Fire & Rescue

April Monthly Report

Fire Calls by Month and Year

Time of Day

Incident Type Report

IV. F.1.
## Building Permit

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<td>Richard E &amp; Kathleen A Arthur</td>
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**Month End Reports Total Fees/Costs Est.**

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### Building Permit

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### Electrical Permit

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<td>Signs, Retaining Walls, Firework Tents</td>
<td>1</td>
<td>$2,415</td>
<td>2</td>
<td>$1,915</td>
<td>29 $114,724</td>
</tr>
<tr>
<td>Residential addition, remodel</td>
<td>11</td>
<td>$84,330</td>
<td>9</td>
<td>$88,419</td>
<td>36 $250,303</td>
</tr>
<tr>
<td>Commercial addition, remodel</td>
<td>4</td>
<td>$41,000</td>
<td>2</td>
<td>$14,000</td>
<td>24 $975,260</td>
</tr>
<tr>
<td>Residential garage, carport</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td>1 $32,800</td>
</tr>
<tr>
<td>Demolition, single family</td>
<td>3</td>
<td></td>
<td>2</td>
<td>10</td>
<td>16</td>
</tr>
<tr>
<td>Demolition, 2-family</td>
<td>1</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Demolition, 3- or- 4 family</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Demolition, 5- or-more family</td>
<td>2</td>
<td></td>
<td>-</td>
<td>-</td>
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<tr>
<td>All Other</td>
<td>2</td>
<td></td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>EST. CONSTRUCTION COSTS</td>
<td>$1,358,405</td>
<td>$1,667,878</td>
<td>$8,237,031</td>
<td>$6,140,028</td>
<td>34.2%</td>
</tr>
<tr>
<td>FEES</td>
<td>$12,792</td>
<td>$19,048</td>
<td>$76,492</td>
<td>$66,660</td>
<td>14.7%</td>
</tr>
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</table>

### INSPECTIONS PERFORMED

<table>
<thead>
<tr>
<th></th>
<th>APRIL FY 2016</th>
<th>APRIL FY 2015</th>
<th>YTD FY 2016</th>
<th>YTD FY 2015</th>
<th>FY 15-16</th>
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<tbody>
<tr>
<td>Building Inspections</td>
<td>120</td>
<td>134</td>
<td>660</td>
<td>906</td>
<td>-27%</td>
</tr>
<tr>
<td>Electrical Inspections</td>
<td>71</td>
<td>84</td>
<td>410</td>
<td>456</td>
<td>-52%</td>
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<tr>
<td>Excavation Inspections</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Plumbing Inspections</td>
<td>63</td>
<td>65</td>
<td>341</td>
<td>423</td>
<td>-19%</td>
</tr>
<tr>
<td>Mechanical Inspections</td>
<td>24</td>
<td>35</td>
<td>140</td>
<td>179</td>
<td>-20%</td>
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<tr>
<td>Code Inspections</td>
<td>198</td>
<td>206</td>
<td>1,058</td>
<td>1,077</td>
<td>-2%</td>
</tr>
<tr>
<td>Nuisance Inspections</td>
<td>153</td>
<td>160</td>
<td>838</td>
<td>704</td>
<td>19%</td>
</tr>
<tr>
<td>Business License Inspections</td>
<td>15</td>
<td>15</td>
<td>104</td>
<td>104</td>
<td>0%</td>
</tr>
<tr>
<td>TOTAL INSPECTIONS</td>
<td>630</td>
<td>719</td>
<td>3,551</td>
<td>4,245</td>
<td>-16%</td>
</tr>
</tbody>
</table>


**FINANCIAL STATEMENT**  
**MARCH 2016**

### RECEIPTS:
- Electric, Water, Tax, Sewer and Refuse Charge: $3,357,091.32
- Accounts Receivable - Miscellaneous: $275,843.23
- Customer’s Deposits - Refundable: $31,742.23
- Misc Non-Operating Revenue: $8,885.03
- **Total Receipts**: $3,673,561.87

**Super-Now Account Interest (February 29, 2016)**: $74.93  
**Money Market Account Interest (February 29, 2016)**: $8,763.97  
**Electronic Payment Account Interest (February 29, 2016)**: $53.94  
**Public Utility Cash In Bank (February 29, 2016)**: $25,057,434.97  
**Total Receipts and Cash In Bank**: $28,739,889.71

### DISBURSEMENTS:
- Power Purchased: $1,842,594.33
- Operating Expenses: $209,099.24
- Administrative and General Expenses: $122,283.92
- Payroll: $146,638.48
- Electric and Water Capital Expenditures: $328,915.51
- Stock Purchases (Inventory): $300,317.31
- Balance of Customer’s Deposits after Finals: $6,667.33
- Medical, Dental, Vision and Life Insurance Paid by Employees: $13,850.19
- Support Payment: $329.79
- U.S. Withholding Tax: $23,174.53
- Missouri Dept. of Revenue (Sales Tax): $45,340.18
- Missouri Dept. of Revenue (Income Tax): $8,224.00
- Phelps County Bank (Social Security): $30,850.06
- Sewer Service Charge: $215,639.65
- Refuse Service Charge: $174,492.75
- Purchase U.S. Treasury Bill / Certificates of Deposit: $0.00
- Unclaimed Deposits: $0.00
- PILOT to City of Rolla: $145,781.91
- Standpipes Lease/Purchase: $4,490.00
- Electric Power Supply Infrastructure Lease/Purchase: $91,313.74
- Primacy Fees: $0.00
- Void Checks: $0.00
- **Total Disbursements**: $3,711,979.92

**Cash in Bank (March 31, 2016)**: $25,027,909.79

**Total Disbursements and Cash In Bank**: $28,739,889.71

### BALANCE OF OTHER FUNDS:

**PUBLIC UTILITY ACCOUNTS:**
- Central Federal Savings & Loan, Check #1203 for $6,178.18: $2,000.00
- Citizens Bank of Newburg, Check #1203 for $1,852.53: $2,000.00
- Phelps Co Bank-Electronic Payment Account, Check #1067 for $205,285.76: $51,914.50
- Phelps Co Bank-Money Market: $4,373,952.52
- Phelps Co Bank-Super Now, Checks #23561 thru #23613 for $3,711,979.92: $3,329,856.92
- Town & Country Bank, Check #1203 for $4,683.63: $2,762.54
- Regions Bank, Check #1205 for $1,215.02: $2,061.31
- **Total Public Utility Accounts**: $7,964,647.79

**ELECTRIC RESERVES:**
- Certificates of Deposit: $0.00
- Money Market Account: $14,726,985.00
- U.S. Treasury Bills: $0.00
- **Total Electric Reserves**: $14,726,985.00

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

**TOTAL RESERVES**: $17,263,252.00

**TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES**: $25,027,909.79
## STATISTICS
### MARCH 2016

### PRODUCTION
- **Date of Demand:** 03/02/2016
- **Time of Demand:** 7:30 AM
- **Scada Demand:** 49,340.0
- **kWh Purchased:** 23,200,384
- **Total Cost:** $1,750,076.79 *
- **Cost per kWh:** 0.077157 *
- **Load Factor:** 64.3%

**Pumped**
- #2 Well: 7,048,000
- #3 Well: 1,180,000
- #4 Well: 2,780,000
- #5 Well: 2,399,000
- #6 Well: 3,334,000
- #7 Well: 8,152,000
- #8 Well: 1,049,000
- #9 Well: 3,174,000
- #10 Well: 2,308,000
- #11 Well: 4,576,000
- #12 Well: 3,771,000
- #13 Well: 5,227,000
- #14 Well: 0
- #15 Well: 2,006,000
- #16 Well: 4,195,000
- #17 Well: 3,494,000
- #1 Ind Park Well: 3,421,000
- #2 Ind Park Well: 2,245,000
- **Total Gallons:** 60,359,000

### ELECTRIC SALES
- **Residential - Single Phase kWh:** 9,165,537
- **Residential - Three Phase kWh:** 134,337
- **Commercial - Single Phase kWh:** 1,381,870
- **Commercial - Three Phase kWh:** 2,414,025
- **Power Service kWh:** 6,463,348
- **Industrial kWh:** 4,439,430
- **Area/Street Lighting kWh:** 36,934
- **Rental Lights kWh:** 96,694
- **Total kWh Sold:** 24,132,215
- **Demand kW:** 25,941
- **Revenue:** $2,321,532.54
- **Monthly Gain:** 4.02%
- **Fiscal Year to Date Loss:** 6.65%

### WATER SALES
- **Residential - Single Phase Gallons:** 24,675,000
- **Residential - Three Phase Gallons:** 551,000
- **Commercial - Single Phase Gallons:** 4,429,000
- **Commercial - Three Phase Gallons:** 3,455,000
- **Power Service Gallons:** 3,058,000
- **Industrial Gallons:** 115,000
- **Missouri S&T Gallons:** 2,208,000
- **PWSD #2 Gallons:** 1,341,000
- **Total Gallons Sold:** 44,832,000
- **Revenue:** $233,884.66
- **Pumping Cost, Electric:** $25,905.44
- **Monthly Unidentified Loss:** 21.08% **
- **Fiscal Year to Date Unidentified Loss:** 16.82% ***

### METERS IN SERVICE
- **Electric**
  - Residential - Single Phase: 7,679
  - Residential - Three Phase: 23
  - Commercial - Single Phase: 964
  - Commercial - Three Phase: 445
  - Power Service: 130
  - Industrial: 6
  - Area/Street Lighting: 41
  - Missouri S&T: 5
- **PWSD #2:** 427
- **Total:** 9,288

- **Water**
  - Residential - Single Phase: 6,321
  - Residential - Three Phase: 21
  - Commercial - Single Phase: 504
  - Commercial - Three Phase: 242
  - Power Service: 122
  - Industrial: 1
  - Area/Street Lighting: 7
  - Missouri S&T: 5
  - PWSD #2: 427
  - Total: 7,650

* Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 2,804,000 gallons per water main flushing records.
*** FY loss includes 16,580,000 gallons per water main flushing records.
# OPERATION MANAGER'S REPORT

## ELECTRIC DEPARTMENT

<table>
<thead>
<tr>
<th>Project</th>
<th>Details</th>
</tr>
</thead>
</table>
| (E1) Delbert Day Cancer Institute PCRMC Campus | - Three-phase switchgear, underground distribution, transformer, underground primary, and meter installation  
  Started, August 13, 2015  
  Ongoing |
| (E2) Cedar Trails PUD  
306-312 Colonial Hill Road | - New underground distribution system installation  
  Started, November 20, 2015  
  Ongoing |
| (E3) Rolia Solar Energy Farm | - New pole, underground primary, and radio/meter installation  
  Started, January 28, 2016  
  Ongoing |
| (E4) Industrial Park Substation | - Installation of (2) additional reclosers and underground feeder circuits  
  Started, February 5, 2016  
  Ongoing |
| (E5) 817 North Pine Street  
(new restaurant) | - New pole transformer and meter installation  
  Started, February 19, 2016  
  Ongoing |
| (E6) Downtown North Substation | - Replace (2) existing underground feeder circuits  
  Resumed, March 14, 2016  
  Completed, March 24, 2016 |
| (E7) Holloway Substation | - Replace (2) existing underground feeder circuits  
  Started, March 28, 2016  
  Completed, April 15, 2016 |
| (E8) Missouri University of Science & Technology  
Student Residence  
University Drive | - Relocation of existing 4kV & 34kV overhead distribution and transmission lines (reimbursable)  
  Started, April 14, 2016  
  Ongoing |
| (E9) Missouri University of Science & Technology  
850 University Drive  
(new student housing) | - Installation of riser pole, underground primary, transformer and meter  
  Started, April 14, 2016  
  Ongoing |
| (E10) Stephendale Court | - Rebuild existing 4kV overhead distribution system  
  Started, April 18, 2016  
  Ongoing |

## WATER DEPARTMENT

<table>
<thead>
<tr>
<th>Project</th>
<th>Details</th>
</tr>
</thead>
</table>
| (W1) Lanning Lane | - Abandon 1,675 ft. of existing 8" cast iron water main and (2) fire hydrants; installed (3) fire hydrants on existing 12" water main  
  Started, March 24, 2016  
  Completed, April 15, 2106 |
| (W2) 10th & Asher Street to 9th & Fairgrounds Road | - Replace existing 10" & 12" water main with 16" PVC  
  Started, April 12, 2016  
  Ongoing |
| (W3) 809 South Rolla Street | - (1) 1" water tap  
  Completed, April 14, 2016 |
| (W4) RMU Well #14 | - Piping, electrical and treatment equipment installation  
  Started, January 4, 2016  
  Ongoing |

IV. H. S.
(W5) RMU Hy Point Well #3

**MISCELLANEOUS**

(1) RMU Personnel

(2) Missouri Water & Wastewater Conference
   "Groundwater Rules and Well Construction"
   (training)
   March 31, 2016
   St. James, MO.

- Piping, electrical and treatment equipment installation
  Started, February 4, 2016
  Ongoing

- New employee, Stephen Adam, Night Serviceman
  Started, March 7, 2016
- Randy Frazee, Night Serviceman, released by RMU
  Effective, March 22, 2016

- Attended by: Alan Davis
  Bruce Lineback
  Kent Sbabo
REGULAR SESSION - March 22, 2016
~ Meeting was held in the Board Room at RMU’s Tucker Professional Center at 4:30 p.m. ~

The meeting was called to order at 4:35 p.m. by Rolla Board of Public Works (‘RBPW’ or ‘Board’) President Nick Barrack presiding. The following were present:

Board members: Vice President Albert Crump Jr.
Secretary Matthew Z. Williams
Vice Secretary Dr. Wm. Eric Showalter
RMU Staff: General Manager Rodney P. Bourne, P.E.
Operations Manager Tom Parker
Business/Finance Manager Dennis Roberts
Staff Engineer Vicki Cason, P.E.

Minutes submitted, according to Agenda, by RMU’s Executive Administrative Assistant, Nicole Sikes.

I. APPROVAL OF MINUTES
Showalter made a motion, seconded by Williams, the minutes of the February 23, 2016 Board meeting Regular and Special session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION
(Non)

III. SPECIAL PRESENTATION
A. Mike Lothen, Chief Financial Officer, with MPUA - Power Projects Bond Refunding.
Mike Lothen presented a summary of revenue bond refunding recently completed and the savings impact realized to RMU through wholesale power supply cost. He explained their funding strategy of using levelized debt service structuring with fixed rate financing. Mr. Lothen further explained they completed six separate refundings over the last eighteen months pertaining to their Plum Point, Iatan 2 and Prairie State projects (which is approximately 1% saving in wholesale power cost) resulting in over $100 million in net present value saving. The presentation concluded with where to access audits on MPUA’s website and bond transaction information disclosed to the Municipal Securities Rule Making Board via the Electronic Municipal Market Access system.

IV. STAFF REPORTS
A. BUSINESS/FINANCE MANAGER’S REPORT (Roberts)
1. The Board received the Statement of Income & Expenses reports for March 2016 (FY16)
   Roberts reviewed the February 2016 report (FY16), with the following comparisons:
   Month-to-Date comparison of February 2016 to February 2015
   - Operating Income decreased $71,068.34. Purchased Power expense decreased $233,564.73. Operating Expenses decreased $247,285.56 resulting in a Total Operating Income of $212,088.34 which showed an increase of $176,199.22. Total Other Income increased $373,713.65. Total Net Loss for February 2016 was $652,188.66, an increase of $549,912.87 in comparison to February 2015.
   Year-to-Date (YTD) FY2016 and FY2015
   - Operating Income decreased $614,628.08. Purchased Power expense decreased $980,837.61. Operating Expenses decreased $925,256.98 resulting in a Total Operating Income of $150,933.16, a decrease of $310,628. Other Income increased $176,619.12 resulting in a Net Income YTD of $607,416.44, a decrease of $497,247.03 compared to the same time period last year.
   Roberts pointed out the deduction of $172,327.35 in the Other Income & Expenses column due to the wrong account number being applied to materials at the Service Department last month shows correction.
2. Roberts presented RMU’s Financial Statement, Statistics report, and the Disbursement Summary for February 2016 which included the following public utility account checks and transfers:
   Public utility checks
   Phelps Co Bank - Super Now, Checks #23467-23560
   Phelps Co Bank - Electronic Pmt Acct, Check #1067
   Transfers of funds
   Central Federal Savings & Loan, Check #1203
   Citizens Bank, Check #1203
   Regions Bank, Check #1205
   Town & Country Bank, Check #1203

   Crump made a motion, seconded by Showalter, the reports be approved as presented and forwarded to the City. Motion passed unanimously.
3. Roberts reported on March 9, 2016 all records were destroyed that were authorized at last months Board meeting.
B. STAFF ENGINEER'S REPORT  (Cason)
1. Updates on:
   a. Development Review Committee meeting. Cason reported the following items were discussed at the
      meeting held on February 22, 2016:
      • Easement request on Rolla Property LLC No. 1.
      • Easement request on Hy Point East Plat No. 1.
   b. Contractor Mains. Cason reported the water main extension for the Hy Point Industrial Park West are in
      the process of being flushed.

C. OPERATION MANAGER'S REPORT  (Parker)
1. Update on current RMU projects
   ELECTRIC DEPARTMENT -
   (E1) Deibert Day Cancer Institute, PCRMC Campus. Three-phase switchgear, underground distribution,
   (E2) Cedar Trails PUD, 306-312 Colonial Hill Road. New underground distribution system installation.
   (E3) Rolla Solar Energy Farm. New pole, underground primary, and radio/meter installation. Started,
   (E4) 403 North Olive Street (new apartments) New pole, transformer and meter installation. Started,
   (E5) Industrial Park Substation. Installation of two (2) additional reclosers and underground feeder circuits.
   Completed, March 8, 2016.
   Ongoing.
   (E8) Parkview Subdivision - Lot 50. Relocate existing pole and new transformer installation. Completed,
   February 25, 2016.
   (E9) Downtown North Substation. Replace two (2) existing underground feeder circuits. Resumed, March

   WATER DEPARTMENT -
   (W1) Brighton Court. Replace existing 4" and 6" ductile iron water main with 8" PVC; installed 200 ft 6" PVC,
   (W2) Martin Springs Drive (1600 Block) Replace existing 8" cast iron water main with 12" PVC; installed
   Ongoing.
   (W4) RMU Hy Point Well #3. Piping, electrical and treatment equipment installation. Started, February 4,

   MISCELLANEOUS -
   (1) MPUA Spring Tech Days. MPUA sponsors day for technical support in West Plains. Two (2) RMU
   staff attended.
   (2) Pacific Crest Transformer. Jordan Transformer completed the rebuild at the last PCT Transformer
   which failed. Completed, March 15, 2016. Received and back online.
   (3) RMU Labor I Two (2) promotions In-House. Brandon Sands and Jared McBride promoted to Meter
   Reader/Serviceman.
   (4) Memo of Understanding. Parker provided 2016 Memo from City of Rolla for patching asphalt where
   RMU has repaired or replaced water lines. Williams made a motion, seconded by Showalter, the
   Memo of Understanding be accepted. Motion passed unanimously.

D. GENERAL MANAGER'S REPORT  (Bourne)
1. APPA Legislative Rally
   Attended APPA Legislative Rally in Washington D.C. Main talking points were Clean Power
   Plan, Municipal Business Model, Local Decision-Making, Preserve Municipal Bonding Authority, Securities
   Concerning Solar Projects, Cyber - Security Information Sharing, Municipal Broadband, and Low Income Home
   Energy Assistance Program. MPUA and thirteen (13) Municipal leaders attended Conference.
   2. Preliminary FY17 budget discussion - Capital Expenditures and Fees
   A few of the significant line itemed accounts include:
   • Electric Distribution (4361) budgeting $500,000 to re-purpose service department.
   • General Plant (4390) budgeting $95,000 to improve business office and improve safety for staff.
   • General Plant (4391) budgeting $80,000 to interface billing vendor to allow customers to view account
   online. Plans to implement next year along with online bill pay option.
   • Distribution (8343) budgeting $1,950,000 for Transmissions and Distribution Mains. PCRMC water main
   construction ($75,000) Bond projects. Old St. James Rd. Water main ($1,100,000) RMU purchased
materials and will hire installation contractor to complete. I-44 Bore ($275,000) 16” water main under interstate will be replaced. Normal main replacement ($500,000).

- Uncollectible Account(s) Fee was added to Miscellaneous form Per City of Rolla Ordinance 3941 Section 35-166. 5% increase to Equipment Rate Schedule form. Approval is requested at the July 2016 Board meeting.

3. Miscellaneous
   - Bourne will present at Advancing Renewables in the Midwest Conference in April 2016. Keynote speaker is Sue Kelly, CEO of APPA.

V. OLD BUSINESS
   A. Hartmann-US Utility Cost Assistance Approval - Bourne presented the final Utility Cost Assistance (UCA) Document for Approval. This UCA is to assist Hartmann-US in establishing a manufacturing facility in the former Briggs & Stratton building. After a brief discussion, Williams made a motion, seconded by Showalter, the agreement to be approved as presented. Motion passed unanimously.

VI. NEW BUSINESS
   A. 1. RFB #16-101 Water Service Line Maintenance (Parker)
      This purchase is to replace existing copper service lines throughout Maxwell Drive. Staff recommended low bidder. Williams made a motion, seconded by Showalter that a purchase order be issued to MB Construction in the amount of $66,250.00. Motion passed unanimously.

Crump made a motion, seconded by Showalter, that the Board adjourn to Executive Session to discuss legal, confidential, or privileged communications in accordance with RSMo (Supp. 1997) Section 610.021(1) and Real Estate in accordance with RSMo (Supp. 1997) Section 610.021(2). Roll call vote was taken at 5:30 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

VII. EXECUTIVE SESSION
   A. Real Estate under RSMo (Supp. 1997) Section 610.021 (2)
   B. Legal under RSMo (Supp. 1997) Section 610.021 (1)

   Showalter made a motion, seconded by Williams, that the meeting return to open session. Roll call vote taken at 6:24 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

   (OPEN SESSION)
   In open session, Bourne reported that during Executive Session, the Board discussed legal matters and real estate matters with action taken.

VIII. ADJOURNMENT
   With no further business appearing, Showalter made a motion, seconded by William, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 6:25 p.m.

   Nicholas Barrack, President
   Matthew Z. Williams, Secretary

The Board’s next meeting is scheduled for Tuesday, April 26, 2016 at 4:30 p.m.
CITY OF ROLLA  
CITY COUNCIL AGENDA  

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

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

BUDGET APPROPRIATION (IF APPLICABLE) $65 million  DATE: June 6, 2016  

COMMENTARY:  

The City is very fortunate to have Hartmann US in Rolla for their first and only US plant – a compressed fiber-molded egg package facility. Hartmann anticipates operating in the first quarter of 2017 with substantial equipment investment along with employment ramp-up in the fourth quarter of 2016 with production in the 1st quarter 2017. The MO Dept. of Economic Development, MO Partnership, RREC and the City of Rolla/RMU played key roles in the recruitment effort.  

One of the significant incentives offered Hartmann was tax-exempt Ch. 100 bonds for plant equipment over the next six years tied to investment and employment topping out at 117 FTE’s (minimum job count of 90 FTEs for full benefits). Ch. 100 Bonds is a statutory incentive program that exempts equipment from personal property taxes as the City holds the equipment asset (can be applied to real property but not used as such on this project). The bonds are retired by lease payments obligated by the Company with no risk or financial responsibility to the City. The City of Rolla participated in our first Ch. 100 bond program in 2003 with Brewer Science – a very successful effort. Ch. 100 bond documents are complex and extensive. Full copies of the bond documents are on file in the City Clerk’s office, including the following documents not in Council packets by reference: Lease Agreement, Bond Purchase Agreement, and Trust Indenture. The key document for both the City and Hartmann US is the Performance Agreement that spells out the expectations and obligations of both parties. Special Counsel Mark Grimm will attend Monday’s meeting to answer specific questions on the Ordinance and corresponding documents.  

Simultaneously the Company qualifies for incremental property tax exemption for the new 23,000 SF expansion under the City’s Enhanced Enterprise Zone but current “base” taxes will be paid on the primary building. Hartmann will be the first company able to utilize that program – ties the amount of property tax exemption to number of employees, capital investment, and competitiveness of wage.  

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

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

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

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

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

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

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City: (1) approve the Plan pursuant to the Act; (2) issue its Taxable Industrial Revenue Bonds (Hartmann US Inc. Project), Series 2016, in the maximum principal amount of $65,000,000 (the “Bonds”), for the purpose of acquiring and installing certain personal property (the “Project Equipment”) at the manufacturing facility located at 3701 Hy Point Boulevard in the City, as more fully described in the Indenture and in the Lease Agreement herinafter 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

V. A. 2.
WHEREAS, on April 18, 2016, the City Council held a duly-noticed public hearing regarding the proposed real property tax abatement described in the Performance Agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

______________________________
Mayor

Attest:

______________________________
City Clerk

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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 cost 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 1, 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 $61,760,000 (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:

V. A. II.
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 and the Assessor 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.

“County Average Wage” means the most recently reported average wage in Phelps County, Missouri, according to the Missouri Economic Research and Information Center. (The most recently reported average, 2015 Total Wages for All Industries, Private Ownership, is $15.78 per hour: see www.missouriworkforce.org/indicators/countywage.htm.)

“EEZ Resolution” means Resolution No. 1705 passed by the City Council on December 21, 2009, attached as Exhibit D hereto.

“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 Phases 1, Phase 2 and Phase 3 by up to a total of $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.

“Facility Addition” means any addition that increases the size of the Facility to greater than

“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:
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 (measured by the number of Jobs shown on the Annual Report filed by September 1 of each such 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>25</td>
</tr>
<tr>
<td>2017</td>
<td>35</td>
</tr>
<tr>
<td>2018</td>
<td>35</td>
</tr>
<tr>
<td>2019</td>
<td>35</td>
</tr>
<tr>
<td>2020</td>
<td>35</td>
</tr>
<tr>
<td>2021</td>
<td>60</td>
</tr>
<tr>
<td>2022</td>
<td>60</td>
</tr>
<tr>
<td>2023</td>
<td>60</td>
</tr>
<tr>
<td>2024</td>
<td>90</td>
</tr>
</tbody>
</table>

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 $7,000,000 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>10</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>
</tbody>
</table>
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.

(c) 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 by September 1, 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 Payment ever 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) Pursuant to the EEZ Resolution and the EEZ Act, the incremental increase to the assessed value of the Facility resulting from the initial Facility Addition, subsequent Facility Additions, if any, and any other improvements to the Facility will be abated in accordance with the EEZ Resolution. Pursuant to the EEZ Resolution, the minimum level of such abatement shall be a 50% abatement of ad valorem tax on improvements for a term of ten (10) years, and the maximum level of such abatement shall be an 80%
abatement of ad valorem tax on improvements for a term of twenty (20) years. The abatement term (i.e., year 1) will begin in the year following completion of the initial Facility Addition, as evidenced by a certificate of occupancy issued by the City. The completion of any subsequent Facility Additions or Facility improvements will not increase the level of abatement or extend the term of the abatement period, unless the cumulative total of Jobs, payroll or capital investment associated with subsequent Facility Additions or Facility improvements qualifies the Company for an increase in the level of abatement or an extension of the abatement period under the terms of the EEZ Resolution.

(b) For purposes of determining the Company’s qualification for "Additional Abatement Incremental Benefits" under Exhibit A of the EEZ Resolution:

(1) The number of Jobs created shall be based on the number of Jobs shown on each Annual Report. The level of abatement may fluctuate from year-to-year during the abatement period, based on the number of Jobs shown on each Annual Report. For example, if the Annual Report filed by September 1, 2017 shows thirty (30) Jobs, the Company would qualify for 15% additional abatement for the abatement period pursuant to Exhibit A of the EEZ Resolution. Thereafter, if the Annual Report filed by September 1, 2018 shows fifty-five (55) Jobs, the Company would qualify for 25% additional abatement for the abatement period pursuant to Exhibit A of the EEZ Resolution. The term of abatement would not change in this example, but the higher level of abatement would apply to the remainder of the abatement period, so long as the number of Jobs stays at or above the stated level throughout the abatement period.

(2) The amount of “Capital Investment” will consist of the cumulative total of capital investment in real property after the commencement of the Lease, including the initial Facility Addition, subsequent Facility Additions and Facility improvements, as well as capital investment in equipment, including the Project Equipment. Additional Abatement Incremental Benefits received based on levels of capital investment shall not fluctuate from year-to-year. Once the applicable capital investment threshold is exceeded, additional abatement percentages shall be received for the remainder of the abatement period.

(3) To obtain an abatement term exceeding ten (10) years pursuant to the “Average Payroll” portion of the Additional Abatement Incremental Benefits, the Company must meet and maintain the required County Average Wage from and after initial qualification and throughout the abatement period.

(c) (a) For calendar years 2017 through 2011, 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 parties anticipate that the Company will make a capital investment exceeding $50 million and will create more than twenty-five (25) Jobs at the Facility. Based on these estimates, the Company will obtain 50% abatement for an abatement period of fifteen (15) years (i.e. 50% base abatement plus 15% additional abatement for creating 25+ Jobs plus 15% additional abatement for capital investment exceeding $50 million).

(d) For purposes of clarifying the application of the EEZ Resolution, assume 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 due to a capital investment of $1,250,000 on a Facility Addition,

(1) If the Company creates 2 Jobs and makes a minimum investment of $100,000, the Company will receive 50% abatement for 10 years on the incremental increase in assessed value above $1,120,000. Thus, taxes for calendar year 2017 will be based on an assessed value of $1,320,000 (i.e., the incremental increase of $400,000 in assessed value between 2016 and 2017).
is abated by 50% so the assessed value upon which 2017 taxes are calculated is $1,120,000 + ($400,000 * (1 - .50)) = $1,120,000.

(2) If the Company creates 50 Jobs and the average payroll is 100% of the County Average Wage, the Company will receive 75% abatement for 10 years on the incremental increase in assessed value above $1,120,000 (50% base abatement plus 25% additional abatement for creating 50 Jobs). Thus, taxes for the 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 abated 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 Number of 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 6%, then the percentage of real property tax abatement provided in subsection (a) shall be reduced to 70% (i.e., 75% - 6% = 79%)

(3) If the Company creates 50 Jobs and the average payroll is 110% of the County Average Wage, the Company will receive 80% abatement for 10 years on the incremental increase in assessed value above $1,120,000 (50% base abatement plus 25% additional abatement for creating 50 Jobs plus 5% additional abatement for having an average payroll of 110% of the County Average Wage). Thus, taxes for the 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 abated by 80% so the assessed value upon which 2017 taxes are calculated is $1,120,000 + ($400,000 * (1 - .80)) = $1,200,000).

(c) For purposes of further clarifying the application of the EED Resolution, assume the assessed value of

(4) 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 calendar year 2016 is $1,220,000 and, without any abatement, would be $7,120,000 for calendar year 2017 due to a capital investment of $8,000,000 on a Facility Addition.

(1) If the Company creates 20 Jobs and the average payroll is 100% of the County Average Wage, the Company will receive 65% abatement for 10 years on the incremental increase in assessed value above $1,120,000 (50% base abatement plus 10% additional abatement for creating 20 Jobs plus 5% additional abatement for capital investment exceeding $5,000,000). Thus, taxes for calendar year 2017 will be based on an assessed value of $3,220,000 (i.e., the incremental increase of $6,000,000 in assessed value between 2016 and 2017 is abated by 65% so the assessed value upon which 2017 taxes are calculated is $1,120,000 + ($6,000,000 * (1 - .65)) = $3,220,000).

(4)(2) If the Company creates 20 Jobs and the average payroll is 110% of the County Average Wages, the Company will receive 70% abatement for 10 years on the incremental increase in assessed value above $1,120,000 (50% base abatement plus 10% additional abatement for creating 15 Jobs plus 5% additional abatement for having an average payroll of at least 110% of the County Average plus 5% additional abatement for capital investment exceeding $5,000,000). Thus, taxes for calendar year 2017 will be based on an assessed value of $2,820,000 (i.e., the incremental increase of $6,000,000 in assessed value between 2016 and 2017 is abated by 70% so the assessed value upon which 2017 taxes are calculated is $1,120,000 + ($6,000,000 * (1 - .70)) = $2,820,000).
(3) If the Company creates 100 Jobs and the average payroll is 110% of the County Average Wage, the Company will receive 80% abatement for 15 years on the incremental increase in assessed value above $1,120,000 (50% base abatement for 10 years plus 25% additional abatement and 5 additional years for creating 100 Jobs plus 5% additional abatement for capital investment exceeding $5,000,000). Thus, taxes for calendar year 2017 will be based on an assessed value of $2,320,000 (i.e., the incremental increase of $6,000,000 in assessed value between 2016 and 2017 is abated by 80% so the assessed value upon which 2017 taxes are calculated is $1,120,000 + ($6,000,000 * (1 - .80)) = $2,320,000).

(f) 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) of this Section.

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

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

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

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

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

(d) For the purposes of this Section, “Year 1” will be deemed to have begun as of the first day of the month in which the Company begins operating the Facility as a manufacturing plant. Provided, however, that the facility shall be deemed to commence operating as a manufacturing plant on that date when all testing of Project Equipment has been completed and the Company has commenced full production in the plant (“Production Commencement Date”). The Production Commencement Date shall occur not later than ninety (90) days from the initial start-up of plant operations. For example, if the Company acquires the Facility in March 2016, renovates and improves the property from March 2016 through July 2016, begins operational testing the Facility as a manufacturing plant in August November 2016, and commences full production on November 1, 2016—February 10, 2017, Year 1’s discount will be deemed to run from November 1, 2016—February 10, 2017 through October 31, 2017, and the discount rate for subsequent years will begin each November 1.
Section 4.3. Building Permit Fee Waiver. The City hereby waives up to $4,000 of building permit fees associated with any improvements to the Facility for which a permit is requested prior to __________, 2020 (i.e., four years from the date the Company acquired the Facility).

ARTICLE V

COVENANTS, REPRESENTATIONS AND AGREEMENTS
OF THE COMPANY AND THE CITY

Section 5.1. Inspection. The City may conduct such periodic inspections of the Facility and 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, September 1 of each year during the Lease Term, beginning January 31, September 1, 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 to the City 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 confirmation of the accuracy of the Annual Compliance Report. The Annual Report shall be used to calculate (1) the percentage of additional ad valorem tax abatement for the calendar year in which it is submitted pursuant to Section 4.1 and (2) the amount of Additional PILOT Payments. If any, due pursuant to Section 3.2 (i.e., the Annual Report filed by September 1, 2017 shall be used to calculate the amount of tax abatement for calendar year 2017 and...
the amount of Additional PILOT Payments, if any, for 2017. The City shall cooperate with the Company
and the Assessor to ensure that the Company is granted the maximum amount of tax abatement under the
EEZ Resolution.

ARTICLE VI

SALE AND ASSIGNMENT

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

ARTICLE VII

DEFAULT AND REMEDIES

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

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

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

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

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

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

Section 7.3. Interest on Late Payments. Any amounts due hereunder that are not paid when
due shall bear interest at the interest rate of 18% per annum from the date such payment was first due.
Section 7.4. Enforcement. In addition to the remedies specified in Section 7.2, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments.

ARTICLE VIII

TERM OF AGREEMENT

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

(a) the payment in full of the Bonds (or any bonds issued to refund the Bonds), the payment of all amounts due under this Agreement and the expiration of the real property tax abatement described in Section 4.1;

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

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

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

ARTICLE IX

MISCELLANEOUS PROVISIONS

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

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

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

Section 9.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.
Section 9.5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

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

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

Section 9.8. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

CITY OF ROLLA, MISSOURI

By: ____________________________
    Mayor

[SEAL]

ATTEST:

By: ____________________________
    City Clerk
HARTMANN US INC.

By: 
Name: 
Title: 

[Performance Agreement]
JOINDER BY COUNTY ASSESOR:

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

OFFICE OF THE PHELPS COUNTY ASSESSOR

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

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

ROLLA BOARD OF PUBLIC WORKS

By: ____________________________
Name: Nicholas E. Berrack
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, September 1 of each year during the term of the lease, beginning September 1, 2017

<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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<thead>
<tr>
<th>City, State, Zip Code</th>
<th>Federal Employer I.D. Number (FEIN)</th>
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<th>Total Jobs as of June 30</th>
<th>Cumulative Total Capital Investment From Commencement of Lease through June 30</th>
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<tr>
<th>Average Monthly Number of Jobs during Applicable Calendar Year</th>
<th>Payroll for Most Recent 12-Month Period Ended June 30</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.

<table>
<thead>
<tr>
<th>Authorized Signature</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 65401

Bill Wiggins  
County Assessor  
200 N. Main Street, Suite 126  
Rolla, Missouri 65401

2509100.8d
EXHIBIT C

COMPANY’S AFFIDAVIT

STATE OF MISSOURI )
COUNTY OF PHELPS ) SS

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

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

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

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

Further Affiant Sayeth Not.

HARTMANN US INC.

By: ________________________________
Name: ________________________________
Title: ________________________________

Subscribed and sworn to before me this ______ day of ________, 20__

______________________________
Notary Public

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

DEPARTMENT: Community Development

ACTION REQUESTED: Final 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, L.L.C)

DATE: 6-6-2016

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 L.L.C and Mr. Jeff Boyce at 4173 Farm Road 172 Brookline Mo, 65619. Phone number (417) 224-4854, email boycehomesinc.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 L.L.C. 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

\[ \text{[Signature]} \]
East --- R-3/ vacant
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-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 has 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 L.L.C, 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 ROMs.

**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:
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 unchangeable 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 multifamily 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 conducted its public hearing on May 16, 2016. The final reading will be completed on June 6, 2016.

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

**ATTACHMENTS:**

- Zoning request from applicant
- Zoning map

\[ V. B. 4. \]
APPLICATION FOR REZONING OF REAL ESTATE

Submit to:
Community Development Department
PO Box 979
Rolla, MO 65402
Rolla, MO 65401
Phone: 573-364-5333
Fax: 573-426-6978

Applicant's Name: Rolla Investors LLC, Jeff Boyce
Address: 4173 W Farm Rd 172, Brookline, MO 63645
Phone Number: (573) 724-4857
E-mail address: boycehomesinc@msn.com
Address of subject property: Ozark Hills

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 Boyce

Signature

Type or print name

Signature

Type or print name

Signature

Subscribed and sworn before me this 18th day of April in the year 2016.

MELUSSA ANN OAKS
Notary Public, Notary Seal
State of Missouri
Christian County
Commission # 16454731
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:

1 bedroom units 26 x 1 beds = 26 beds
2 bedroom units 80 x 2 beds = 160 beds
3 bedroom units 26 x 3 beds = 78 beds
4 bedroom units 28 x 4 beds = 112 beds

Total 160 units 376 beds

Parking Calculations:

26 x 1 space = 26 spaces
80 x 2 space = 160 spaces
26 x 2 space = 52 spaces
28 x 2 space = 56 spaces

Total 294 spaces 300 spaces shown

Future Phase includes one more 28 unit building (shown dashed) and associated parking.
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 called for 30, four plex 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
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development
ACTION REQUESTED: Final 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.

(RESBR Subdivision)

DATE: 6-6-2016

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 value, 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.

[Signature]
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 ¼, 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
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project 405 – Micropave Pilot Project

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 06/06/16

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *
COMMENTS:

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 final reading of the ordinance authorizing the Mayor to enter into the contract with Vance Brothers, Inc for $58,800.00.
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 MICROWAVE 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 Microwave 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
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 1. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of “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.

V. D. S.
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 $58,800.00 for all work covered by and included in the contract

V. D. 4.
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,

\[V:\:\:\:\:\:\:\:\\]
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

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

DEPARTMENT HEAD: Steve Hargis  
ACTION REQUESTED: Ordinance  
Final Reading  

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

BUDGET APPROPRIATION (IF APPLICABLE)  
DATE: 06/06/16  

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

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

Council accepted the bid of $106,247.50 from Donald Maggi, Inc. at the May 16th council meeting. Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Donald Maggi, Inc. for $106,247.50.
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

V. E. L.
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 therefor, 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”.

\[\sqrt{E.3}\]
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.
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

\[\text{J.E.G.}\]
# 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>
</tr>
<tr>
<td>2a.</td>
<td>6” thick concrete driveway - 6 Bag*</td>
<td>5,900</td>
<td>SF</td>
<td>$6.40</td>
<td>$37,760.00</td>
</tr>
<tr>
<td>3a.</td>
<td>4” thick concrete sidewalk</td>
<td>60</td>
<td>SF</td>
<td>$5.50</td>
<td>$330.00</td>
</tr>
<tr>
<td><strong>TOTAL KEETON ROAD</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$56,833.75</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>
</tr>
<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>
</tr>
<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]

Please Print Name: Dennis Spurgeon
Title: Vice President
Firm: Donald Maggi Inc.

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
---

V. E. 7:
Commentary:

We would like to discuss amending the City of Rolla ordinances which govern the operation of pawn shops, to include dealers of secondhand goods, junk dealers, and businesses and dealers who engage in the practice of buying and selling of used or secondhand jewelry, gems and other precious metals, specifically in the area of record keeping of goods acquired and sold, and to provide for the timely and uniform reporting of such information by all entities.

Article VI of the City of Rolla ordinance, 33-54 currently requires pawnbrokers to report all transactions. In addition to the two current pawn shops, there are approximately six other businesses within the City of Rolla that purchase secondhand goods, and they are not required to report their transactions to the Rolla Police Department. These businesses include jewelers, jewelry stores, coin dealers, precious metals dealers, and junk dealers.

This information is extremely helpful to law enforcement authorities for the purpose of locating stolen items and deterring criminal activity. By including all of the above described dealers and entities in this ordinance, this will insure that more information will be provided to law enforcement personnel for investigative purposes. This additional information will improve law enforcement’s ability to successfully solve various types of crimes, and to better serve our citizens and the victims of crimes. Additionally, by including the above described dealers and entities in this ordinance, it will improve law enforcement’s ability to prevent our local businesses from becoming victims of crimes.

Recommendation:

Discussion only
ARTICLE VI-PAWNBROKERS: IS CHANGED TO READ: PAWN BROKER, SECOND HAND DEALER, JUNK DEALER, PRECIOUS METALS DEALERS, AND ANY OTHER BUSINESS THAT DEALS IN PRE-OWNED ITEMS ON A REGULAR BASIS.

SECTION 33-54: DEFINITIONS

A. JUNK DEALER: ANY SECONDHAND DEALER WHO ENGAGES IN THE BUSINESS OF BUYING JUNK, OLD IRON, TOOLS OR FITTINGS OF ANY KIND, COPPER, LEAD, BRASS, OR SCRAP METALS OR UTENSILS OR FITTING.

B. PRECIOUS METALS BUSINESS OR DEALER: ANY BUSINESS OR DEALER, INCLUDING JEWELRY STORES WHO ENGAGE IN THE BUSINESS OF BUYING AND SELLING USED OR SECONDHAND JEWELRY, COINS OR OTHER PRECIOUS METALS

C. PAWN BROKER: ANY PERSON ENGAGED IN THE BUSINESS OF LENDING MONEY ON THE SECURITY OF PLEDGED GOODS OR ENGAGED IN THE BUSINESS OF PURCHASING TANGIBLE PERSONAL PROPERTY ON CONDITION THAT IT MAY BE REDEEMED OR REPURCHASED BY THE SELLER FOR A FIXED PRICE WITHIN A FIXED PERIOD OF TIME.

D. PAWN SHOP: THE LOCATION AT WHICH OR PREMISES IN WHICH A PAWNBROKER REGULARLY CONDUCTS BUSINESS

E. PERSON: AN INDIVIDUAL, PARTNERSHIP, CORPORATION, JOINT VENTURE, TRUST, ASSOCIATION OR ANY OTHER LEGAL ENTITY HOWEVER ORGANIZED.

F. PERSON OF GOOD MORAL CHARACTER: A PERSON WHO HAS NOT BEEN CONVICTED OF ANY STATE, FEDERAL, OR MUNICIPAL OFFENSE INVOLVING DRUGS OR NARCOTICS, ROBBERY, BURGLARY, THEFT, STEALING, RECEIVING STOLEN PROPERTY, EMBEZZLEMENT, EXTORTION, FORGERY, GAMBLING, BRIBERY, PERJURY, ANY WEAPONS OFFENSE OR ANY CRIME OF VIOLENCE WITHIN A FIVE YEAR PERIOD.

G. PRE-OWNED ITEMS: ITEMS THAT ARE PURCHASED FROM AN INDIVIDUAL, WHO IS NOT A WHOLESALE DEALER, OR USED AS COLLATERAL BY AN INDIVIDUAL TO SECURE A LOAN. THIS INCLUDES (BUT NOT LIMITED TO) ANTIQUES, COINS, GOLD, SILVER, PLATINUM, GEMS AND SEMIPRECIOUS STONES, WATCHES, FIREARMS, POWER TOOLS, HAND TOOLS, COMPUTERS, ELECTRONIC EQUIPMENT, CAMERAS AND CAMERA EQUIPMENT, INCLUDING BUT NOT LIMITED TO FILM, DIGITAL AND VIDEO TAPE STILL AND MOTION PICTURE CAMERAS AND CAMCORDERS, AND ASSOCIATED RECORDING AND VIEWING EQUIPMENT, ELECTRONIC Game EQUIPMENT AND GAME CARTRIDGES OR DISCS, COMPACT DIGITAL DISCS (CDS), DIGITAL VIDEO DISCS (DVDS), MUSICAL INSTRUMENTS AND EQUIPMENT, BICYCLES, HOUSEHOLD ITEMS, AND ANY SELF-PROPELLED DEVICE NOT REQUIRED TO BE LICENSED BY THE MISSOURI DEPARTMENT OF REVENUE, AND ANY ITEM PURCHASED OR USED TO SECURE A LOAN.

H. SECONDHAND DEALER: ANY PERSON WHO BUYS FOR RESALE OR RECEIVES ON CONSIGNMENT ANY PRE-OWNED ITEMS. THIS INCLUDES JEWELRY, COINS, PRECIOUS METAL, HOUSEHOLD FIXTURES, WATER, GAS, ELECTRIC OR PLUMBING FIXTURES OR APPURTENANCES, OR OTHER SECONDHAND PERSONAL PROPERTY OF ANY KIND WHATSOEVER, EXCEPT HOUSEHOLD FURNITURE.

I. "SECURED PERSONAL CREDIT LOAN": EVERY LOAN OF MONEY MADE IN THIS CITY, THE PAYMENT OF WHICH IS SECURED BY A SECURITY INTEREST IN TANGIBLE PERSONAL PROPERTY WHICH IS PHYSICALLY DELIVERED INTO THE HANDS OF THE LENDER AT THE TIME OF THE MAKING OF THE LOAN AND WHICH IS TO BE RETAINED BY THE LENDER WHILE THE LOAN IS A SUBSISTING OBLIGATION. (ORD. 3640, §1)
SEC 33-55 BUSINESS OPERATING AS A PAWN SHOP, SECONDHAND DEALER OR JUNK DEALER

A. IT SHALL BE PRIMA FACIE EVIDENCE THAT A BUSINESS IS A PAWN SHOP, SECOND HAND DEALER, OR JUNK DEALER IF THE BUSINESS ENGAGES IN THE ACTIVITY DEFINED IN SEC 33-54 A, B, OR G.

B. ALL BUSINESSES DEFINED IN THIS ORDINANCE WILL REQUIRE A CITY BUSINESS LICENSE.

C. THE OWNER OPERATOR AND EMPLOYEES OF THE BUSINESSES DEFINED IN SEC 33-54 A, B, & G WILL BE OF GOOD MORAL CHARACTER. THE LIST OF EMPLOYEES/OPERATORS WILL BE UPDATED AT THE ROLLA CITY POLICE DEPARTMENT BY THE LICENSEE UPON ANY CHANGE IN PERSONNEL.

D. NO PERSON OR ENTITY AFFECTED BY THIS ORDINANCE SHALL BE OPEN FOR BUSINESS OR RECEIVE ANY ARTICLE OF PERSONAL PROPERTY OR OTHER VALUABLE THING AS PAWNED, PLEDGED, TAKEN IN BARTER OR EXCHANGED OR PURCHASED ON ANY CONDITION WHATSOEVER, ON ANY DAY BETWEEN THE HOURS OF 10:00 P.M. THAT DAY AND 7:00 A.M. ON THE FOLLOWING DAY.

SEC 33-56: RECEIPT FOR PLEDGED, PURCHASED OR SOLD PROPERTY.

A RECEIPT FOR PLEDGED PROPERTY IN ACCORDANCE WITH 367.031 RSMo, AT THE TIME OF MAKING ANY SECURED PERSONAL CREDIT LOAN. THE BUSINESS SHALL EXECUTE AND DELIVER TO THE BORROWER A RECEIPT FOR AND DESCRIBING THE TANGIBLE PERSONAL PROPERTY SUBJECT TO THE SECURITY INTEREST TO SECURE THE PAYMENT OF THE LOAN.

A RECEIPT FOR ANY PROPERTY THAT IS PURCHASED FROM AN INDIVIDUAL BY THE BUSINESS, OR PROPERTY SOLD BY THE BUSINESS TO AN INDIVIDUAL WILL BE DELIVERED TO THE CUSTOMER AT THE TIME OF THE TRANSACTION AND IT WILL DESCRIBE THE PROPERTY BEING SOLD OR PURCHASED. THE RECEIPTS UTILIZED BY THE BUSINESS SHALL BE NUMBERED (AND UTILIZED) SEQUENTIALLY WITH PREPRINTED NUMBERS. THE RECEIPT SHALL CONTAIN THE FOLLOWING:

A. THE NAME AND ADDRESS OF THE PAWNSHOP.


C. DATE OF THE TRANSACTION.

D. AN IDENTIFICATION AND DESCRIPTION OF THE PLEDGED GOODS, INCLUDING MAKE, MODEL, AND SERIAL NUMBERS IF REASONABLY AVAILABLE.

E. THE MATURITY DATE OF THE PAWN TRANSACTION, AND A STATEMENT TO THE EFFECT THAT THE PLEDGOR IS NOT OBLIGATED TO REDEEM THE PLEDGED GOODS, AND THAT THE PLEDGED GOODS MAY BE FORFEITED TO THE PAWNBROKER SIXTY DAYS AFTER THE SPECIFIED MATURITY DATE.

SEC 33-57 HOLDING PERIOD FOR ITEMS COVERED UNDER THIS ORDINANCE

(A) NO GOLD, SILVER, DIAMONDS OR OTHER PRECIOUS OR SEMIPRECIOUS GEMS OR METALS
RECEIVED OR PURCHASED BY ANY PERSON SUBJECT TO THIS ORDINANCE SHALL BE REMOVED FROM THE BUSINESS WITHIN SEVEN (7) DAYS AFTER RECEIPT THEREOF, EXCEPT WHEN REDEEMED BY THE OWNER, NOR SHALL ANY SUCH PRECIOUS GEMS OR METALS BE MELTED OR RE-CUT WITHIN SEVEN DAYS FROM THE RECEIPT THEREOF.

(B) FURTHER, NO PERSON SUBJECT TO THIS ORDINANCE SHALL SELL, TRANSFER OWNERSHIP OR POSSESSION OF OR OTHERWISE REMOVE FROM SAID DESIGNATED LOCATION ANY GOODS RECEIVED IN PURCHASE, SALE, BARTER, EXCHANGE, OR PAWN FOR SEVEN DAYS FROM THE TIME OF THE RECEIPT OF SUCH GOODS, EXCEPT FOR REDEMPTION OF SUCH GOODS BY THE OWNER.
SEC 33-58 TURN OVER RECORDS: ALL BUSINESSES OPERATING WITHIN THE CITY OF ROLLA AND REGULATED BY THIS ORDINANCE SHALL KEEP A WELL-BOUND BOOK OR OTHER FORM OF PERMANENT RECORD, IN WHICH HE SHALL LEGIBLY AND PERMANENTLY ENTER THE FOLLOWING INFORMATION:

A. THE NAME, ADDRESS, PHYSICAL DESCRIPTION, AND THE DRIVER’S LICENSE NUMBER, SOCIAL SECURITY NUMBER, MILITARY IDENTIFICATION NUMBER, IDENTIFICATION CERTIFICATE NUMBER, OR OTHER OFFICIAL NUMBER CAPABLE OF IDENTIFYING THE SELLER/PLEDGOR.

B. A DESCRIPTION OF ALL PRE-OWNED PROPERTY, INCLUDING PRECIOUS GEMS OR METALS, PLEDGED WITH HIM OR PURCHASED BY HIM. THE DESCRIPTION WILL INCLUDE ANY NUMBER, LETTER, MARKING, OR ENGRAVING THAT MAY BE ON SUCH PROPERTY FOR PURPOSES OF IDENTIFICATION, INCLUDING ANY OWNER APPLIED MARKINGS. THIS RECORD SHALL ALSO CONTAIN THE INFORMATION REQUIRED IN OF SECTION 33-56.

C. IF ANY ITEM CONTAINS IN WHOLE OR IN PART A PRECIOUS GEM OR METAL, THE PROPERTY SHALL BE PHOTOGRAPHED AND THE PHOTOGRAPH SHALL BE ATTACHED TO THE RECORD BOOK OR KEPT WITH THE OTHER PERMANENT RECORD DESCRIBING THE PROPERTY.

D. A SIGNED DOCUMENT FROM A SELLER STATING THAT THE SELLER HAS THE RIGHT TO SELL THE PROPERTY.

E. A PHOTOGRAPH OF THE SELLER OR PLEDGOR. (A SIGN WILL BE POSTED INFORMING THE SELLER OR PLEDGOR THAT THE PICTURE IS REQUIRED BY CITY ORDINANCE.)

F. RECORDS WILL BE MAINTAINED FOR A PERIOD OF ONE YEAR.

G. AT LEAST 60 DAYS PRIOR TO THE DESTRUCTION OF A PHOTOGRAPH OR TRANSACTION FORM, THE LICENSEE SHALL NOTIFY, IN WRITING, THE ROLLA POLICE DEPARTMENT OF HIS INTENT TO DESTROY SUCH DOCUMENTS. THE POLICE DEPARTMENT, AT ITS OPTION, MAY REQUEST THE LICENSEE TO TURN OVER ALL SAID DOCUMENTS TO THE POLICE DEPARTMENT, AND THE LICENSEE, UPON SAID REQUEST, SHALL TURN OVER ALL DOCUMENTS TO THE POLICE DEPARTMENT.


I. SUCH RECORDS SHALL NOT BE DEFACED OR ERASED AND SHALL BE OPEN TO ANY PEACE OFFICER AS DEFINED IN SECTION 590.010, RSMO., TOGETHER WITH THE ARTICLES PURCHASED OR PLEDGED, PROVIDED THAT THE ARTICLES SHALL BE STILL IN THE POSSESSION OF THE DEALER OR MERCHANT.

SEC. 33-59. ON-LINE REPORTING REQUIRED: ALL BUSINESSES REGULATED BY THIS ORDINANCE WILL BE REQUIRED TO UPLOAD THE INFORMATION FOR ALL TRANSACTIONS TO THE ENTITY/DATABASE DESIGNATED BY THE ROLLA POLICE DEPARTMENT WITHIN TWO (2) BUSINESS DAYS OF RECEIPT OF THE GOODS RECEIVED IN PURCHASE, SALE, BARTER, EXCHANGE, OR PAWN.
SEC. 33-60. HOLD ORDER IN EFFECT: ALL BUSINESSES REGULATED BY THIS ORDINANCE MAY RELEASE PROPERTY TO LAW ENFORCEMENT OFFICER; NOT WAIVER OF PROPERTY RIGHTS; SALE OF PROPERTY UNDER HOLD ORDER PROHIBITED.


(B) EXCEPT AS PROVIDED IN SUBSECTION (A) OF THIS SECTION, THE BUSINESS SHALL NOT RELEASE OR DISPOSE OF THE PROPERTY EXCEPT PURSUANT TO A COURT ORDER OR THE EXPIRATION OF THE HOLDING PERIOD OF THE HOLD ORDER, INCLUDING ALL EXTENSIONS. (ORD. 3640, §6)

SEC. 33-61 EXCEPTIONS

USED FURNITURE DEALERS, ANTIQUE DEALERS, AND FLEA MARKET OPERATORS ARE EXEMPTED FROM THIS ORDINANCE.

SEC. 33-62. VIOLATION PENALTIES

ANY VIOLATION OF THIS ARTICLE SHALL BE PUNISHABLE BY A FINE, NOT TO EXCEED $500.00. EACH SEPARATE ITEM OF PROPERTY PURCHASED OR TAKEN IN PLEDGE IN VIOLATION OF THIS ARTICLE SHALL BE DEEMED A SEPARATE VIOLATION. A LICENSE TO DO BUSINESS IN THE CITY OF ROLLA, MISSOURI, FOR ANY PERSON CONVICTED OF A VIOLATION OF THIS ARTICLE SHALL IMMEDIATELY BE REVOKED AND NO NEW LICENSE ISSUED TO THAT PERSON. NOR FOR THE PREMISES AT WHICH THE VIOLATION OCCURRED, UNLESS AND UNTIL THE PENALTY FOR SAID VIOLATION, TOGETHER WITH ANY APPLICABLE COURT COSTS, SHALL HAVE BEEN PAID IN FULL. (ORD. 3640, §7)
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Escrow Funding Agreement – Rolla Apts. Rehabilitation

BUDGET APPROPRIATION (IF APPLICABLE) $25,000  DATE: June 6, 2016

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

COMMENTARY:

Rolla Developer, LLC, is the applicant (and now recipient) of the 4% Low Income Housing Tax Credit allocation from the MO Housing Development Commission working on total renovation of the Rolla Apts. – originally constructed in 1979 for low to moderate income seniors. The project has been off the tax rolls as it is owned by a St. Louis not-for-profit organization. The property has been well managed by Sansone Properties through now needing significant investment.

The City was asked to consider a partial property tax exemption to phase the 150 unit project on the tax rolls. To do so the City is considering a Ch. 353 Redevelopment Corporation and Plan. Such an effort requires legal negotiations, a blight determination and development of a Plan. The applicant has agreed to advance $25,000 to cover direct expenses incurred by the City for same.

Recommendation: Motion to authorize the Mayor to execute the Escrow Funding Agreement.
RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, AN ESCROW FUNDING AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND ROLLA DEVELOPER, LLC., FOR THE ROLLA APARTMENTS REHABILITATION PROJECT.

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, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, an Escrow Funding Agreement between the City of Rolla, Missouri, and Rolla Developer, LLC, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI. B. ø.
PRELIMINARY FUNDING AGREEMENT

THIS PRELIMINARY FUNDING AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of June, 2016, by and between the CITY OF ROLLA, MISSOURI (the “City”) and ROLLA MARYLAND LLC (the “Developer”).

RECITALS

1. The Developer has advised the City of its desire to redevelop the existing apartment complex located at 1101 McCutcheon Drive in the City, contingent in part on the receipt of partial property tax abatement from the City.

2. The City is willing to consider the use of tax abatement to incentivize the redevelopment of the apartment complex, if the Developer advances funds to pay the City’s costs in connection therewith.

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

1. Advance of Funds. Within 15 days after the execution of this Agreement, the Developer shall advance the City the sum of $25,000 (the “Preliminary Funds”). The City shall use the Preliminary Funds to pay or reimburse the City for payment of actual costs incurred by the City for services provided by such consultants and advisors (including, but not limited to attorneys, planners, and financial consultants) as the City deems advisable from time to time, in connection with the City’s review of a redevelopment plan, blight study, tax impact study and related documents, and the negotiation of a redevelopment agreement as provided herein, and for expenses incurred by the City (such as mailing, publication and similar costs) in connection with the foregoing. The parties acknowledge that the amount advanced hereunder is a substantial sum and agree to use their best efforts to work together to reduce the total costs to be paid out of the Preliminary Funds.

2. Disbursement. Subject to the remaining provisions of this Agreement, the City shall disburse Preliminary Funds for fees and expenses incurred or to reimburse the City for fees and expenses previously paid by the City upon receipt of (a) invoices for work performed by consultants and advisors; (b) invoices and/or receipts for out-of-pocket expenses incurred by such parties or the City in connection with the planning and legal work described above; and (c) such other supporting documentation as may be requested by the City. The City shall keep accurate records of all such disbursements, including an itemization of the fees and expenses so paid and copies of all invoices and receipts. The City shall use reasonable care in ascertaining that the fees and expenses paid from the Preliminary Funds are fair and reasonable.

3. Monthly Accounting and Copies of Disbursement Requests. The City shall provide a monthly accounting to the Developer of all disbursements made pursuant to Paragraph 2 above. The Developer may request copies of the City’s disbursement records (as maintained pursuant to Paragraph 2 above) by written request to the City Administrator. Upon receipt of such request, the City shall promptly mail the Developer copies of its disbursement records (including copies of all invoices and receipts) for the time period so requested.
4. **Repayment of Preliminary Funds Expended.** If the City for any reason fails to approve tax abatement for the proposed redevelopment project within six months after the date hereof (subject to extension by mutual agreement), this Agreement shall be deemed terminated and any unexpended Preliminary Funds shall be refunded to the Developer as set forth in Paragraph 8 hereof.

5. **Consideration of Incentives.** Nothing herein shall obligate the City to approve tax abatement or any other incentives for the proposed redevelopment project.

6. **Developer's Right of Termination.** The Developer may terminate this Agreement at any time in its sole discretion upon giving the City 10 days' written notice; whereupon 10 days following the Developer's delivery of said notice this Agreement shall be deemed terminated. The City shall pay to the Developer, within 60 days after the Developer delivers notice of its termination under this Paragraph, all Preliminary Funds remaining after the City's payment of any fees and expenses submitted pursuant to this Agreement for work performed by the City or its consultants, as specified in Paragraph 1 hereof, through the date of termination.

7. **City's Right of Termination.** The City may terminate this Agreement upon giving the Developer 10 days' written notice if (a) a redevelopment agreement is not executed within a reasonable time (as determined by the City in its reasonable discretion), or (b) all of the initial Preliminary Funds advanced hereunder have been spent and the Developer does not provide additional Preliminary Funds to the City. The City shall pay to the Developer, within 60 days after the City delivers notice of its termination of this Agreement under this Paragraph, all Preliminary Funds remaining after the City's payment of any fees and expenses submitted pursuant to this Agreement for work performed by the City or its consultants, as specified in Paragraph 1 hereof, through the date of termination.

8. **Excess Preliminary Funds.** If the City does not expend all of the Preliminary Funds as provided herein, the City shall immediately return the remainder of the Preliminary Funds to the Developer.

9. **No Third Party Beneficiaries.** This Agreement constitutes a contract solely between the City and the Developer. No third party has any beneficial interest in or derived from this Agreement.

10. **Notices.** All notices and correspondence hereunder shall be in writing and shall be delivered by hand delivery, facsimile, or first class mail, postage prepaid, to the parties as set forth below:
If to the City:

City of Rolla
901 N. Elm Street
P.O. Box 979
Rolla, Missouri 65402
Attention: John Butz

If to the Developer:

Skyline LLC
7000 Orkney Parkway, Suite 100
Bethesda, Maryland 20817
Attention: Robin Salomon

and:

Sansone Group
120 S. Central Avenue, Suite 500
Clayton, Missouri 63105
Attention: Timothy Sansone

11. **Miscellaneous.**

a. **Severability.** If any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained herein.

b. **No Waiver.** Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of any such rights.

c. **Representations and Warranties.** The Developer and the City each represent and warrant that (i) this Agreement has been duly executed by them or on their behalf, as the case may be, pursuant to due authorization, and is not in violation of any such party’s governing documents, charter or ordinances, as the case may be, (ii) no consents are necessary for the execution, delivery, and performance of this Agreement by such party, and (iii) this Agreement is valid, binding and enforceable against such party in accordance with its terms.

d. **Assignment.** This Agreement may not be assigned by either party without the written consent of the other.

12. **Limitation of Liability.** Notwithstanding any provision hereof to the contrary, the City and its officials, agents, employees and representatives shall not be liable to the Developer for damages or otherwise if this Agreement, any prospective adoption of tax abatement, the redevelopment plan or the redevelopment agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevent from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges contemplated hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Preliminary Funding Agreement to be duly executed as of the date first above written.

CITY OF ROLLA, MISSOURI

By: ________________________________
    Mayor

ROLLA MARYLAND LLC

By: ________________________________
    Its: Manager
April 29, 2016

TO: Commissioners
   Missouri Housing Development Commission

FROM: Frank Quagrainie
   Director of Rental Production

SUBJECT: Rental Production Recommendations for Funding,
   Round 2 of FY-2016

Staff has completed the evaluation of four applications which were received on March 1, 2016 in response to our NOFA for Tax Exempt Bond Transactions. Of the four applications, three were in the City of St. Louis and the fourth was in the city of Rolla.

In reviewing these applications, we applied the criteria stated in the FY-2016 Qualified Allocation Plan (QAP). The QAP criteria includes, among other things, need, reasonable costs and long-term feasibility, evidence of investor interest, and an experienced development team. We held public hearings in St. Louis on March 29, and in Rolla on March 30. Staff did not receive any negative comments regarding the recommended applications.

MHDC also received letters of support from the Office Of The Mayor for the two St. Louis recommended proposals, and a City Council Resolution of Support for the recommended proposal in Rolla.

Below is a table which recap the applications which are being recommended by location. It should be noted that unlike the 9% proposals, tax exempt bonds are not subject to the geographic preference.

<table>
<thead>
<tr>
<th>Location</th>
<th>Development Name</th>
<th>Number of Units</th>
<th>Federal LIHTC</th>
<th>State LIHTC</th>
<th>Tax Exempt Bonds (Const.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Louis</td>
<td>DeSales Preservation</td>
<td>65</td>
<td>$229,913</td>
<td>$229,913</td>
<td>$6,433,010</td>
</tr>
<tr>
<td>St. Louis</td>
<td>Chippewa Park</td>
<td>46</td>
<td>$371,340</td>
<td>$371,340</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>Rolla</td>
<td>Rolla Apartments</td>
<td>150</td>
<td>$472,070</td>
<td>$472,070</td>
<td>$6,900,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>261</strong></td>
<td><strong>$1,073,323</strong></td>
<td><strong>$1,073,323</strong></td>
<td><strong>$19,333,010</strong></td>
</tr>
</tbody>
</table>

Based on staff's review and analysis of the applications received, staff recommends and requests approval of the proposals included on the attached spreadsheet titled – "FY2016 Round 2 – Rental Production Recommended Applications: 4% LIHTC."
## FY2016 Round 2 - Rental Production Recommended Applications

### 4% LIHTC

<table>
<thead>
<tr>
<th>Project #</th>
<th>Units</th>
<th>New Rehab Conv</th>
<th>Senior / Family</th>
<th>Development Name</th>
<th>Developer</th>
<th>City</th>
<th>Federal 4% Tax Credits</th>
<th>State 4% Tax Credits</th>
<th>Exempt Bond - Const.</th>
<th>HOME</th>
<th>MHDC</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-006-TE</td>
<td>65</td>
<td>Rehab</td>
<td>Family</td>
<td>DeSales Preservation</td>
<td>DeSales Community Housing Corporation</td>
<td>St. Louis</td>
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<td>6,433,010</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16-408-TE</td>
<td>150</td>
<td>Rehab</td>
<td>Elderly</td>
<td>Rolla Apartments</td>
<td>Rolla Developer, LLC</td>
<td>Rolla</td>
<td>472,070</td>
<td>472,070</td>
<td>6,900,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16-409-TE</td>
<td>46</td>
<td>Rehab</td>
<td>Family</td>
<td>Chippewa Park</td>
<td>Chippewa Park Developer, LLC</td>
<td>St. Louis</td>
<td>371,340</td>
<td>371,340</td>
<td>6,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Salient Facts:

Region: Out State
MHDC Property Number: 16-408
Property Name: Rolla Apartments
Developer Name: Rolla Developer, LLC
Location: Rolla
Occupancy: Elderly
Construction: Acquisition/Rehab
Priority (if applicable): Non-Profit, Service Enriched, Preservation
Property Type: ☐ Single Family ☐ Two Story Row ☐ Building with Elevator ☐ Duplexes ☐ Single Story Row ☐ Building without Elevator

Description of Property:
Existing apartment complex built in 1979 in Rolla, Missouri. Dated, but well managed, the building has 150 one- and two-bedroom units.

Reasons for Recommendations:
1. All 150 units have Section 8 HAP contract; tenants pay only 30% of their income towards rents.
2. Well thought-out and extensive services for tenants.
3. Competitive construction costs including major infrastructure component upgrades.
4. Reasonable total development cost.
5. Extended "Compliance Period" for a minimum of 30 years.

Loan Information

<table>
<thead>
<tr>
<th>Permanent Sources</th>
<th>Construction Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>FHA Mortgage</td>
<td>MHDC</td>
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<tr>
<td>$4,100,000</td>
<td>$0</td>
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<tr>
<td>Net Interim Income</td>
<td>Tax Credit Equity</td>
</tr>
<tr>
<td>$508,331</td>
<td>$1,490,504</td>
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<tr>
<td>Reserves (R4R, Residual Receipts)</td>
<td>FHA</td>
</tr>
<tr>
<td>$403,613</td>
<td>$4,100,000</td>
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<tr>
<td>Seller Note</td>
<td>Reserves (R4R, Residual Receipts)</td>
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<tr>
<td>$2,000,000</td>
<td>$403,613</td>
</tr>
<tr>
<td>Federal and State LIHTC</td>
<td>TE Bond Proceeds</td>
</tr>
<tr>
<td>$6,986,163</td>
<td>$6,900,000</td>
</tr>
<tr>
<td>Federal and State Historic</td>
<td>Operating Income</td>
</tr>
<tr>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>AHAP Donation</td>
<td></td>
</tr>
<tr>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
</tr>
<tr>
<td>$19,271</td>
<td></td>
</tr>
<tr>
<td><strong>Total Sources:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>$14,032,378</strong></td>
<td></td>
</tr>
</tbody>
</table>

Uses:

| Construction Costs                      | $4,939,473       |
| Architect and Engineering               | $40,000          |
| Construction Interest                   | $200,000         |
| Contingency                             | $438,560         |
| Closing Legal                           | $163,710         |
| Environmental Abatement                 | $0               |
| Relocation Expense                      | $120,000         |
| Furniture and Fixtures                  | $100,000         |
| Acquisition Costs                       | $5,522,236       |
| Developer\Consultant Fee               | $1,009,905       |
| MHDC and Related Costs                  | $12,000          |
| Reserves                                | $647,000         |
| Other Development Costs                 | $824,494         |
| **Total Uses:**                         | **$14,017,378** |

Development Costs: $14,017,378
Costs per Unit: $93,449

Reserves: $647,000
MHDC Fees: $12,000
w/o Reserves & MHDC Fees: $13,375,378

V.L. B.9.
**Property Data:**

**Breakdown by Unit Type**

<table>
<thead>
<tr>
<th>Type</th>
<th># of Units</th>
<th>Sq Ft</th>
<th>Net Rent</th>
<th>Market</th>
<th>% of Market</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bed</td>
<td>144</td>
<td>468</td>
<td>$564</td>
<td>$550</td>
<td>103%</td>
</tr>
<tr>
<td>2 Bed</td>
<td>6</td>
<td>625</td>
<td>$694</td>
<td>$675</td>
<td>103%</td>
</tr>
</tbody>
</table>

**Total Number of Units** 150

**Total LIHTC Units** 147

**Total Market Units** 6

**Income and Expense Data**

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Income</td>
<td>$1,070,232</td>
<td>$7,135</td>
</tr>
<tr>
<td>Underwritten Expenses</td>
<td>$717,873</td>
<td>$4,786</td>
</tr>
<tr>
<td>Operating Income</td>
<td>$352,359</td>
<td>$2,349</td>
</tr>
<tr>
<td>Debt Service</td>
<td>$216,463</td>
<td>$1,443</td>
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<tr>
<td>Net Operating Income</td>
<td>$135,896</td>
<td>$906</td>
</tr>
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</table>

**Debt Service Coverage**

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.63</td>
<td>1.51</td>
</tr>
</tbody>
</table>

**Tax Credit Information**

<table>
<thead>
<tr>
<th>Credit Type</th>
<th>Amount</th>
<th>Price Per Credit</th>
<th>Per LIHTC Unit</th>
<th>Per Unit (All)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Low Income</td>
<td>$472,070</td>
<td>$0.99</td>
<td>$3,147</td>
<td>$3,147</td>
</tr>
<tr>
<td>State Low Income</td>
<td>$472,070</td>
<td>$0.49</td>
<td>$3,147</td>
<td>$3,147</td>
</tr>
<tr>
<td>Federal Historic</td>
<td>$0</td>
<td>$0.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>State Historic</td>
<td>$0</td>
<td>$0.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>AHAP Credits</td>
<td>$0</td>
<td>$0.00</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Resolution

ITEM/SUBJECT: PGAV Services for Rolla Apartments Project

BUDGET APPROPRIATION: $12,000+/-

DATE: June 6, 2016

COMMENTARY: The Rolla Apartments development team of Sansone and Robin Salomon of Skyline LLC has received notification by MHDC on their 4% Local Income Housing Tax Credit allocation to renovate and preserve the low-income seniors project. The City and Developers have discussed using a Ch. 353 Redevelopment Corporation to phase in property taxes over the next 15 years (project has been tax exempt since 1979).

Next step is to formally consider such a plan to include a blight determination, retain legal counsel, perform the Redevelopment Plan, negotiate a performance agreement and issue bonds (perhaps through the IDA).

Since the City and County are actively working with PGAV on both the Forum Plaza project and the Westside Market Place TIF, Staff is requesting adding the attached scope of services. The Developers will make an escrow deposit to cover all direct costs incurred by the City.

Recommendation: Motion to authorize the Mayor to execute the blight study to PGAV for the Rolla Apartments rehab project.
RESOLUTION NO. __________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF ROLLA, MISSOURI, AND PECKHAM GUYTON ALBERS & VIETS, INC. (PGAV).

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, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Contract for Professional Services between the City of Rolla, Missouri, and Peckham Guyton Albers & Viets, Inc. (PGAV), a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

ATTEST: _________________________________

MAYOR

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR

VI C. A.
CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF ROLLA, MISSOURI
AND
PECKHAM GUYTON ALBERS & VIETS, INC.

THIS AGREEMENT is entered into on the date and by execution shown hereafter, by and between the City of Rolla, Missouri (hereinafter referred to as the "City") and Peckham Guyton Albers & Viets, Inc., (hereinafter referred to as "PGAV").

WITNESSETH:

Whereas, the City wishes to secure a qualifications analysis and an analysis of the tax impact on affected taxing jurisdictions of Chapter 353 tax abatement for the subject property at 1101 McCutchen Drive (the "Area" or "subject property");

Whereas, PGAV is duly experienced in providing planning and economic development services for such projects;

and

Now, therefore, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The following Scope of Services will be completed for the subject property, as outlined in the following sections of this Agreement in accordance with the tasks described therein:

A. Qualification Analysis

   A. PGAV will conduct an investigation of existing conditions within and adjacent to the Area to evaluate the potential for designation of the Area as a "blighted area" as such term is defined in Chapter 353. This evaluation will include, but not necessarily be limited to, a review of current conditions and factors present in the Area based on the criteria as set forth in Chapter 353.

   B. Preparation of a Qualifications Analysis Report

      i. PGAV will prepare a written draft qualifications analysis report including observations, photos, and information in support of the qualification determination.

      ii. The draft qualifications report will be circulated to the City and the City's counsel for review and comment.

      iii. Following the receipt of review comments, PGAV will make the appropriate revisions.

---

1 Chapter 353, RSMo, The Urban Redevelopment Corporations Law.
B. Tax Abatement Impact Statement

In accord with the provisions of Chapter 353, Section 353.110.3(1), PGAV will prepare a written statement of the impact on ad valorem taxes of tax abatement or exemption on those jurisdictions whose boundaries for ad valorem taxation include the Study Area. This statement will contain an estimate of the amount of ad valorem taxes of each political subdivision that will be affected by the proposed property tax abatement during and after the term of the proposed tax abatement period.

C. Assistance at Meetings

PGAV will attend the public hearing, make presentations, and meet with the City staff and officials as deemed necessary by PGAV and the City to perform the services required by this Contract.

II. INFORMATION TO BE PROVIDED BY THE CITY

Depending upon where such information may be located and maintained, the City and/or the developer of the project will provide to PGAV available data including, but not limited to:

1. Development plans and illustrations;
2. Cost information;
3. Project development schedule;
4. Evidence of financial commitment;
5. Data and/or contact persons who may provide information regarding proposed plans or projects that are contemplated in the area;
6. A written boundary description for the area selected as the final boundary of the Redevelopment Area prepared by a Land Surveyor registered in the State of Missouri.

III. TIMING OF PERFORMANCE

The work on all tasks as provided for herein will begin upon execution of this agreement (which shall constitute “notice to proceed” unless otherwise provided in written or electronic form by the City) and will be conducted based on a mutually agreed upon schedule.

IV. COMPENSATION

A. The method of compensation for the work tasks shall be the lump sum amounts as set forth below:

B. The work task I.A and I.C – Qualifications Analysis will be conducted for a lump sum amount of eight-thousand dollars ($8,000), plus reimbursable expenses.

C. Compensation shall be made to PGAV based on submission of an invoice on a monthly basis outlining the work performed and based on the staff time associated with the conduct of the work, plus the actual cost of any reimbursable expenses.

D. The work task I.D – Incentive Revenue Analysis will be conducted on an hourly basis for an amount not to exceed four-thousand dollars ($4,000), plus reimbursable expenses, and will be billed in accord with the schedule of hourly rates as set forth on the following page:

City of Rollo, Missouri
E. Removable expenses will consist of reasonable travel expenses (if necessary and approved by the City in advance), local mileage, long distance telephone charges, express delivery charges, photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other "out-of-pocket" expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV.

F. If the City fails to make payment due PGAV for services and reimbursable expenses within 30 days after receipt of our statement, the amount due shall include a charge at the rate of 1 1/2% per month from the 31st day. In addition, if no payment has been received within 60 days after receipt of our initial statement, PGAV will suspend services under this agreement until PGAV has been paid in full the amounts due for services and expenses.

V. TERMINATION OF AGREEMENT

If for any reason the City determines that the work should be terminated, the City will inform PGAV in writing that it wishes to terminate this agreement. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy).

The City will pay PGAV an amount representing the work performed to the date of termination, plus any expenses which have been incurred by PGAV to that date.

VI. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The scope of work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this agreement:

A. Mailing and publication of all notices.

B. Preparation of any legal descriptions associated with creation of a redevelopment area.

These services shall be considered additional work beyond the scope of this proposal. The City may acquire the provision of such services by PGAV at an additional cost to be negotiated and provided for in the form of an addendum, or separate agreement, between the City and PGAV.
VII. PROJECT STAFFING & MANAGEMENT

A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.

B. If, in the opinion of PGAV and the City, a particular assignment requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved through subcontract with firms or individuals subject to prior approval of the City.

VIII. OWNERSHIP OF DOCUMENTS

PGAV agrees that any and all reports prepared, and conclusions reached hereunder, are for the confidential information of the City and that neither PGAV nor any member of the PGAV staff will disclose any of the same with any person whatsoever, other than the City or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. Except to the extent that documents, reports or other information are prepared under the provisions of this agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State “sunshine law” provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed this ___ day of May 2016.

ATTEST:

John Butz
City Administrator

CITY OF ROLLA, MISSOURI

Louis J. Magdits, IV
Mayor

ATTEST:

Andy Struckhoff
Associate Director, PGAV Planners

PECKHAM GUYTON ALBERS & VIETS, INC.

John Biancaglione
Vice President
ITEM/SUBJECT: Project 388 – 2016 Street Improvements
Keeton Road and Shady Lane
Project 392 – 2016 Street Improvements
10th Street and Fairgrounds Road

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 06/06/16

COMMENTARY:

Bids were requested and received for Project 388 and Project 392 from Fred Weber Reinforced Concrete Products, Inc. and Scurlock Industries. The bids were as follows:

Fred Weber RCP, Inc.
909 Brown Street
Fulton, MO 65251

Project 388 $18,054.00
Project 392 $25,788.50
TOTAL: $43,842.50

Scurlock Industries
PO Box 1078
3401 West Commercial

Project 388 $27,513.42
Project 392 $36,062.61
TOTAL: $63,576.03

Fred Weber RCP, Inc. submitted the overall low bid of $43,842.50. Staff recommends bid award to Fred Weber RCP, Inc. for $43,842.50.

In order to ensure adequate materials to continue work on Project 392 staff submitted a verbal order and took partial delivery from Fred Weber RCP, Inc.
**FRED WEBER**
**R.C.P.**
REINFORCED CONCRETE PRODUCTS INC.

---

**Bill To:** CITY OF ROLLA  
P.O. BOX 979  
ROLLA, MO 65402

**Contact:**  
**Phone:** 573-364-8659  
**Fax:**

**Customer ID:** CITY44  
**Terms:** NET 30

---

**Delivery to:** PROJECT 388  
ROLLA, MO

**Project Manager:**  
**Phone:**  
**Fax:**

**ShipVia:**

**Sales Rep:** HS

---

**Job Number:** 16-3333  
**Order Date:** 5/9/2016

---

**Product ID** | **Description**
---|---
Reinforced Concrete Pipe - Plant 200  
PR12x8B5 | 12" X 8' RCP B-WALL CLASS III
PR15x8B4 | 15" X 8' RCP B-WALL CLASS III
PR18x8C5 | 18" X 8' RCP C-WALL CLASS III
PRM3JL/UBF | PAIL OF LUBE-PURE LUBE 400

---

**Square Inlets**

<table>
<thead>
<tr>
<th>Size</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>M13X2R</td>
<td>3X2 INLET RISER</td>
</tr>
<tr>
<td>M16X2R</td>
<td>6X2 INLET RISER</td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Weight</th>
<th>Qty</th>
<th>Structure Price/Average</th>
<th>Amount</th>
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<tbody>
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<td>PR12x8B5</td>
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<td>$15,254.00</td>
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<td>856</td>
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<td>PRM3JL/UBF</td>
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<td>320</td>
<td>$15.50</td>
<td>$4,960.00</td>
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<tr>
<td></td>
<td></td>
<td>0</td>
<td>2</td>
<td>$41.00</td>
<td>$82.00</td>
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<tr>
<td><strong>Totals</strong></td>
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<td>251,106</td>
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<td></td>
<td>$18,054.00</td>
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</table>

---

*All applicable Federal, State and Local taxes will be added to these prices.*

*Prices are subject to change if not ordered complete as quoted.*

*Prices are good for 30 days.*

---

**VHA.2.**

Page 1 of 1
<table>
<thead>
<tr>
<th>Product ID</th>
<th>Description</th>
<th>Weight</th>
<th>Qty</th>
<th>Structure Price/Average</th>
<th>Amount</th>
</tr>
</thead>
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<td>12&quot; X 8&quot; RCP B-WALL CLASS III</td>
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<td>$8.25</td>
<td>$330.00</td>
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<td>PR18x8C5</td>
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<td>264</td>
<td>$15.50</td>
<td>$4,092.00</td>
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<td>PR24x7.5B3</td>
<td>24&quot; X 7.5&quot; RCP B-WALL CLASS III</td>
<td>45,530</td>
<td>525</td>
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<td>PR30x7.5B3</td>
<td>30&quot; X 7.5&quot; RCP B-WALL CLASS III</td>
<td>74,520</td>
<td>187.5</td>
<td>$30.00</td>
<td>$5,625.00</td>
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<td>50,430</td>
<td>90</td>
<td>$44.75</td>
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<td>PRMSLUBE</td>
<td>PAIL OF LUBE-PURE LUBE 400</td>
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<td>$164.00</td>
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<td><strong>Totals</strong></td>
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<td><strong>341,721</strong></td>
<td><strong>1</strong></td>
<td><strong>$25,788.50</strong></td>
<td><strong>$25,788.50</strong></td>
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</table>

All applicable Federal, State and Local taxes will be added to these prices.

Prices are subject to change if not ordered complete as quoted.
Prices are good for 30 days.
# Quote

**Scurlock Industries**

**Orde: Number:** 0021949  
**Order Date:** 5/10/2016  
**Customer Number:** 02-0000005

**Sold To:**  
**City of Rolla**  
P.O. Box 979  
Rolla, MO 65402

**Ship To:**  
Keaton Road - Project 338  
Darrell Jones 573-364-6559  
Rolla, MO 65402

**Confirm To:**  
Marc Webb

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Unit</th>
<th>Ordered</th>
<th>Shipped</th>
<th>Back Order</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RCN-3067-C</td>
<td>EACH</td>
<td>4.00</td>
<td>0.00</td>
<td>0.00</td>
<td>.047</td>
<td>4188.00</td>
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</tbody>
</table>

Keenah R-3067 frame grate and curb hood for double unit Type L grate. Frame fits 2' x 6' id. Line: RCN structure/opening.

---

**NOTES TO OWNER/CONTRACTOR/INSTALLER:**

Note 1. Failure to pay those persons supplying material or services to complete this contract can result in the filing of a Mechanic's Lien on the property which is the subject of this contract, pursuant to Chapter 429, RSMo. To avoid this result, you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

---

**Net Order:** 19732.73  
**Less Discount:** 0.00  
**Freight:** 0.00  
**Sales Tax:** 0.00  
**Order Total:** 19732.73  
**Less Depos:** 0.00  
**Order Balance:** 19732.73

Finance charges will be assessed on any amounts unpaid after 60 days. The annual rate of interest charged will not exceed the sum of 6% and the Federal Discount Rate, adjusted at the end of each month.

---

**Scurlock Industries Accepted By:**

[Signature]

**P.O. Box 1378**  
3401 W. Commercial  
Springfield, MO 65803  
(417) 887-5048

---

[Signature]

**P.O. Box 257**  
300 Newman Rd  
Springfield, MO 65804  
(417) 887-5048
Sold To
CITY OF ROLLA
P.O BOX 979
ROLLA MO 65402

Ship To
Shady Lane
Darrell Jones 573-364-8659
ROLLA, MO 65402

Confirm To
Mark Webb

Customer P.O
Shady Lane

Ship VIA

F.O.B

Job Site

Terms
NET 30

Item Number
RCP-123
RCP-183
RCN-3067-C
RCN-3067-C

Unit
LF
LF
EACH
EACH

Ordered
402.00
67.50
2.00
2.00

Shipped
0.00
0.00
0.00
0.00

Back Order
0.00
0.00
0.00
0.00

Price
9.03
15.15
517.00
1047.00

Amount
3630.06
1022.63
1034.00
2094.00

Notes to Owner/Contractor/Installer:

Note 1. Failure to pay those persons supplying material or services to complete this contract can result in the filing of a Mechanic's Lien on the property which is the subject of this contract, pursuant to Chapter 429, RSMo. To avoid this result, you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

Net Order:
7733.69

Less Discount:
0.00

Freight:
0.00

Sales Tax:
0.00

Order Total:
7733.69

Less Discount:
2.00

Order Balance:
7731.69

Finance charges will be assessed on any amounts unpaid after 60 days. The annual rate of interest charged will not exceed the sum of 5% and the Federal Discount Rate adjusted at the end of each month.
**Quote**

*Scurlock Industries*

**Order Number:** 3021950  
**Order Date:** 5/10/2016  
**Customer Number:** 100-0003005

**Sold To:**  
**CITY OF ROLLA**  
**P.O. BOX 979**  
**ROLLA, MO 65402**

**Ship To:**  
**10th & Fairgrounds**  
**Project 392**  
**Darrell Jones 573-364-8659**  
**ROLLA MO 65402**

**Confirm To:**  
**Mark Webb**

**Customer P.O.**  
**10 & Fairground**

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Ship VIA</th>
<th>F.O.B.</th>
<th>Terms</th>
<th>Unit</th>
<th>Ordered</th>
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<td>RCN-3067-C</td>
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<td>0.00</td>
<td>0.00</td>
<td>1,047.00</td>
<td>2,094.00</td>
</tr>
</tbody>
</table>

---

**NOTES TO OWNER/CONTRACTOR/INSTALLER:**

1. Failure to pay those persons supplying material or services to complete this contract can result in the filing of a Mechanic's Lien on the property which is the subject of this contract, pursuant to Chapter 429, RSMo. To avoid this result, you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

---

*Material furnished is subject to the terms and conditions of Scurlock Industries.*

---

*Signature*

**Scurlock Industries**  
**Accepted By**

---

*Finance charges will be assessed on any amounts unpaid after 60 days. The annual rate of interest charged will not exceed the sum of 5% and the Federal Discount Rate, adjusted at the end of each month.*

---

*F.O. BOX 1085*  
*FAYETTEVILLE, AR 72702*  
*(501) 521-8054*
Name of Board to Serve: Board of Adjustment

Citizen's Name: Jeffrey H. Rohrer  Address:  1108 Hess, Rolla, MO

Phone #368-8785; e-mail address jeffrey.h.rohrer.civ@mail.mil

Status: Currently serves as an alternate on the Board of Adjustment

INFORMATION/BIOGRAPHY

I was a member of the Board from around 2008 to 2012. I mentioned that I might be leaving Rolla to take another job and was replaced as a member. As it turned out I didn't accept the offer. Rejoined the Board as an alternate in 2014.

Yes. I would like to be back as a normal member as opposed to an alternate.

I was born in 1955 in Canton, Ohio. Have been an attorney since 1980. Licensed in Ohio and Missouri and the United States Court of Military Appeals. Was an assistant Prosecuting Attorney in Ohio from 1980-1984 when I joined the Army. Was stationed at Fort Leonard Wood and decided I really liked the area. Decided to stay when I got off active duty in 1987. I've been a civilian attorney at Leonard Wood since 1987. My wife Janie and I purchased a house in Rolla in 1987 and have been here since. Our daughter graduated from Rolla High School and UMR. She works in Rolla for the U.S. Forest Service. I'm currently the Senior Civilian Attorney in the Office of the Staff Judge Advocate, Fort Leonard Wood. After active duty I served approximately 20 years in the Missouri Army National Guard and Army Reserves. I retired as a LTC.