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
Tuesday, September 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 EU DAILY, DON MORRIS, JOHN MEUSCH, JIM WILLIAMS, BRIAN WOOLLEY, STEVEN JUNG AND WALT BOWE

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Jim Williams

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – August 1, 2016
   2) City Council Closed Session Meeting – August 1, 2016
   3) City Council Meeting – August 15, 2016

II. PUBLIC HEARINGS
A) Resolution Approving the Issuance of Bonds by the Industrial Development Authority (IDA) of Rolla for the Rehabilitation of the Rolla Apartments Located at 1101 McCutchen Drive – (City Administrator John Butz) - Resolution
B) Ordinance Considering the City of Rolla Fiscal Year 2016/2017 Budget – (City Administrator John Butz) – First Reading

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) Veterans Park Appreciation Day, Friday, September 9, 2016 – Mr. Jerry Bumpus

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report – July 2016
D) Planning and Zoning Commission Preliminary Meeting Minutes – August 9, 2016
E) Development Review Committee Meeting Minutes – July 26 & August 30, 2016
F) Rolla Industrial Development Authority Meeting Minutes – August 15, 2016
IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS (continued)
M) Rolla Board of Public Works Meeting Minutes – July 19, 2016
N) Airport Advisory Committee Meeting Notes – August 16, 2016

V. OLD BUSINESS
A) Ordinance Authorizing Ch. 353 Bonds for the Rolla Apts. – Blight Determination, Development Plan & Development Agreement – (City Administrator John Butz) – Final Reading
B) Ordinance Approving a Development Agreement Pertaining to the Westside Marketplace Development Plan – (City Administrator John Butz) – Final Reading
C) Ordinance Rezoning Property Located at 4030 HyPoint North from M-2 (Heavy Manufacturing District) to M-1 (Light Manufacturing District) Zoning (Mo-Sci) – (Community Development Director John Petersen) – Final Reading
D) Ordinance Rezoning Property Located in Section 10, Township 37 North, Range 8 West from R-1 (Single Family District) & C-2 (General Retail District) to C-3 (Highway Commercial District) Zoning (Westside Marketplace 2) – (Community Development Director John Petersen) – Final Reading
E) Ordinance Approving the Final Plat of Westside Marketplace – (Community Development Director John Petersen) – Final Reading
F) Ordinance Approving the Final Plat of Wild Horse Run No. 3 – (Community Development Director John Petersen) – Final Reading

VI. NEW BUSINESS
A) Rolla Municipal Utilities Renewable Energy Rate Program – (RMU General Manager Rodney Bourne) – Information
B) Motion Appointing Employer Delegate for the Annual LAGERS Meeting – (City Administrator John Butz) – Motion
C) Motion Accepting Mr. Larry Roff and First Class Air Services, LLC, for Hangar 65 Subject to Lease Negotiation – (City Administrator John Butz) – Motion
D) Ordinance Authorizing the Mayor to Execute a State Block Grant Agreement Amendment #1 for New RNA Terminal Building – (City Administrator John Butz) – First Reading
E) Salem Avenue Speed Limit Discussion – (Public Works Director Steve Hargis) – Discussion
F) Ordinance Amending Sections 27-98 & 27-107 of the Rolla City Code Pertaining to Parking – (Public Works Director Steve Hargis) – First Reading
G) Ordinance Setting Proposed Sewer Rates for 2016/2017 – (Public Works Director Steve Hargis) – First Reading
H) Discussion Pertaining to Possible Cost-Share of Centralized Trash Containers – (Environmental Services Director Brady Wilson) – Discussion
VII. **CLAIMS and/or FISCAL TRANSACTIONS**

A) **Motion** Awarding Third Party Administrator (TPA) Services –
(Finance Director Steffanie Rogers) – **Motion**

B) **Motion** Awarding Health Insurance Excess Coverage –
(Finance Director Steffanie Rogers) – **Motion**

C) **Motion** Awarding the Bid for the New Airport Terminal Building, and; an **Ordinance**
Authorizing the Mayor to Execute an Agreement with Cahill’s Construction, Inc., for Same –
(City Administrator John Butz) – **Motion/First Reading**

D) **Motion** Awarding Bid for Project 411, 2016-17 Concrete Paving (McCutchen Dr.), and; An **Ordinance**
Authorizing the Mayor to Execute an Agreement for Same –
(Public Works Director Steve Hargis) – **Motion & First Reading**

E) **Motions** Awarding Bids for Project 392–2016 Street Improvements (Oxford/Cambridge/Norwich)
– (Public Works Director Steve Hargis) - **Motions**

VIII. **CITIZEN COMMUNICATION**

A) Open Citizen Communication

IX. **MAYOR/CITY COUNCIL COMMENTS**

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

XI. **CLOSED SESSION**

Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed Session:

None.

XII. **ADJOURNMENT**
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, AUGUST 1, 2016; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

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

Council Members Absent: Susan J. Eudaly

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

Other City Officials in Attendance: City Administrator John Butz, City Counselor Carolyn Buschjost, City Engineer Darin Pryor, 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 Don Morris led in the Pledge of Allegiance.

I. CONSENT AGENDA

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

(A) Approval of the Rolla City Council Minutes for the following:
   1) City Council Meeting- July 5, 2016
   2) City Council Meeting – July 18, 2016

II. PUBLIC HEARINGS

None.

AUGUST 1, 2016

[Signature]
III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS
None.

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

Mayor Magdits referred the Council to (A) the June 2016, Environmental Services Department Monthly Report; (B) the June 2016, Police Department Monthly Report; (C) the June 2016, Animal Control Division Monthly Report; (D) the July 12, 2016, Planning and Zoning Commission Preliminary Meeting Minutes; (E) the June 28, 2016, Development Review Committee Meeting Minutes; (F) the June 2016, Fire and Rescue Department Monthly Report; (G) the June 2016, Building Codes Monthly Report, (H) the May 2016, Centre Financial Report; (I) the May 2016 Parks Financial Analysis; (J) the July 20, 2016, Health and Recreation Center Board Meeting Minutes; (K) the June 2016 Municipal Court Report; (L) the April, May and June 2016, Rolla Municipal Utilities Monthly Reports, and; (M) the April 26, May 31, and June 28, 2016, Rolla Board of Public Works Meeting Minutes.

V. OLD BUSINESS

(A) Ordinance Approving the Rezoning of 1805, 1807, and 1809 N. Bishop Avenue from C-2 (General Retail District) to C-3 (Highway Commercial District) (Vessell): Community Development Director John Petersen explained the intent of the subject-rezoning request is to construct a convenience store/fuel pumps facility similar to Mobil on the Run. The Planning and Zoning Commission recommend approval of the requested rezoning.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4291: AN ORDINANCE APPROVING THE REZONING OF THREE PARCELS LOCATED AT 1805, 1807, AND 1809 NORTH BISHOP AVENUE FROM C-2 (GENERAL RETAIL DISTRICT) ZONING TO C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING. (VESSELL). A motion was made by Long and seconded by Jordan to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Jung, Miller, Jordan, Hines, Woolley, Williams, Bowe, Crowell, Meusch, Long, and Morris. Nays; None. Absent, Eudaly. Motion carried. The ordinance passed.
V. OLD BUSINESS (continued)

(B) Ordinance Approving the Final Plat of Wands Second Addition (Wands Second): Community Development Director John Petersen explained the main thrust of the subject request is to clean up the interior lot lines and to have one lot rather than two lots available for development. He said the developer has mentioned the possibility of removing the structures and putting in something new. Mr. Petersen told the Council the property is zoned R-3 (Multi-Family District). The Planning and Zoning Commission recommends approval of the request.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4292: AN ORDINANCE APPROVING THE PLAT OF WANDS SECOND SUBDIVISION, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 8 WEST, ROLLA, MISSOURI, THIS PLAT BEING A MINOR SUBDIVISION, TO CONSOLIDATE EXISTING INTERIOR PROPERTY LINES AND TO ESTABLISH A SINGLE LOT 1 (.81 ACRE) FOR FUTURE DEVELOPMENT IN ROLLA, PHELPS COUNTY, MISSOURI (WANDS SECOND). A motion was made by Long and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Miller, Bowe, Woolley, Williams, Hines, Jung, Meusch, Jordan, Morris, Long, and Crowell. Nays: None. Absent; Eudaly. Motion carried. The ordinance passed.

(C) Ordinance Approving the Replat of Lot 11 of the Cedar Trail Planned Unit Development (PUD) (Cedar Trails LLC 4): Community Development Director John Petersen explained the applicant proposes to revise the subdivision by renumbering Lot 11 and creating six new lots (Lots 13 through 18). This would allow the owner to sell individual parcels. Mr. Petersen reported the Planning and Zoning Commission recommends approval.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4293: AN ORDINANCE APPROVING THE RESUBDIVISION OF LOT 11 OF THE CEDAR TRAILS PLANNED UNIT DEVELOPMENT (PUD), PLAT NUMBER 3, (AMENDED) BEING A MINOR RESUBDIVISION TO ESTABLISH SIX NEW LOTS (LOT 13 TO LOT 18), TO ALLOW THE CONSTRUCTION OF NOT MORE THAN SIX, TWO STORY, FOUR-PLEX DWELLING UNITS IN THE CITY OF ROLLA, PHELPS COUNTY, MISSOURI (CEDAR TRAILS LLC 4). A motion was made by Long and seconded by Jordan to approve the proposed ordinance. A roll call vote on the motion showed the Ayes; Miller, Bowe, Woolley, Williams, Hines, Jung, Meusch, Jordan, Morris, Long, and Crowell. Nays: None. Absent; Eudaly. Motion carried. The ordinance passed.
V. OLD BUSINESS (continued)


VI. NEW BUSINESS

(A) Motion to Set Public Hearing Regarding the Chapter 353 (Rolla Apts.) Development Plan: City Administrator John Butz recalled that for the past few months the Council has discussed the substantial renovation of the Rolla Apartments. He told the Council the Rolla Apartments has never been on the tax rolls in its 36 years of existence because its ownership is a not-for-profit group from St. Louis, Missouri. Mr. Butz said the City is working with a developer on a full renovation that would extend the obligation of low-income senior housing. He mentioned they have been awarded MHDC (Missouri Housing Division Commission) tax credits to do this project. The City has been working with them on a vehicle that would phase a property tax in over the next 15 years, which would be done through a Chapter 353 redevelopment tool provided for in the Statutes. Mr. Butz recalled that on June 6, 2016, the Council entered into a preliminary funding agreement with the developer and they advanced $25,000 to cover costs. PGAV is conducting the blight study and tax impact statement. Mr. Butz informed the Council a public hearing must officially be established at a meeting.

A motion was made by Williams and seconded by Woolley to set a public hearing regarding the Chapter 353 (Rolla Apts.) Development Plan at 1101 McCutchen Drive at 6:30 p.m. on August 15, 2016, in the City Council Chambers. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Project 407, Phase III, 2016 Asphalt Overlay (6th Street) & an Ordinance Authorizing the Mayor to Enter into a Contract with Pierce Asphalt, LLC for Same: City Engineer Darin Pryor informed the Council that the 2016 Phase III Asphalt Improvement project is a two inch overlay from State Street to the railroad tracks on Sixth Streets. He reported two bids were received for this project and
VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(A) Motion Awarding Bid for Project 407, Phase III, 2016 Asphalt Overlay (6th Street) & an Ordinance Authorizing the Mayor to Enter into a Contract with Pierce Asphalt, LLC for Same (continued): staff recommends awarding the bid to the low bidder, Pierce Asphalt, LLC, Newburg, Missouri, for $69,086.86. Additionally, Mr. Pryor asked the Council to consider the first reading of the proposed ordinance, which would authorize the Mayor to enter into a contract with Pierce Asphalt for this project.

A motion was made by Williams and seconded by Hines to award the bid for Phase III, 2016 Asphalt Overlay Improvements to Pierce Asphalt, LLC for $69,086.86. 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 PIERCE ASPHALT, LLC. FOR 2016 PHASE III ASPHALT IMPROVEMENTS, PROJECT 407.

VIII. CITIZEN COMMUNICATION

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

No one present addressed the Council.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Apology: Councilman Williams apologized to the Council and to Mr. Tom Sager for his outburst at the last meeting and stated it was “uncalled for.”

“Mayor/City Council Comments” continued following adjournment from “Closed Session.”

X. COMMENTS FOR THE GOOD OF THE ORDER

None.

AUGUST 1, 2016
XI. CLOSED SESSION

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

The Council adjourned into Closed Session at approximately 6:45 p.m.

XII. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 7:09 p.m.

City Counselor Carolyn Buschjost reported that during Closed Session the Council discussed a matter of contract negotiations. No final action was taken.

IX. MAYOR/CITY COUNCIL COMMENTS (continued)

(B) IHOP: Councilman Don Morris asked City Administrator John Butz about the status of the proposed International House of Pancakes (IHOP). Mr. Butz indicated he has not heard when they will be coming to Rolla.

XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 7:10 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, AUGUST 15, 2016; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV


Council Members Absent: Matthew Miller

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, Finance Director Steffanie Rogers, 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 John Meusch led in the Pledge of Allegiance.

I. PUBLIC HEARING

(A) Ordinance Authorizing Ch. 353 for the Rolla Apts. – Blight Determination, Development Plan & Development Agreement: City Administrator John Butz explained the subject public hearing pertains to the 150 unit Rolla Apartments located on McCutchen Drive. He said it has been a HUD 202 project funded in the late 1970s. The new development team has received an allocation from the Missouri Housing Development Corporation (MHDC) tax credit program to do a renovation. Mr. Butz noted the taxing jurisdictions have been notified of the subject public hearing and a part of the public hearing is to provide them an opportunity to talk about the use of Chapter 353 bonds.

Mr. Mark Grimm with Gilmore Bell, the City’s special counsel on this project, provided an overview of the development plan.
I. PUBLIC HEARING (continued)

(A) Ordinance Authorizing Ch. 353 for the Rolla Apts. – Blight Determination, Development Plan & Development Agreement (continued): Mr. Andy Struckhoff with PGAV Planners provided an overview of the blight analysis and the tax impact statement associated with the Chapter 353 project.

Mr. Robin Salomon, developer, commented on the proposed renovations to the structure.

Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject project.

Mr. Tom Sager, 8 Laird Avenue, Rolla, Missouri, stated he objects to the term “blight." He said Rolla is not a blighted city in spite of the 2009 EEZ in which a previous Council declared this whole city blighted. Additionally, Mr. Sager stressed he is against taking tax money that belongs to our police, fire, infrastructure, parks, libraries, and schools and giving it away to private enterprise. Mr. Sager asked the Council why we always go outside of our community to find contractors to do jobs like this. He asked the City to go talk to some of the general contractors in town and see if this job could be kept local. Mr. Sager reminded the Council of the “ill fated Highway 72 TIF of about ten years ago where the Sansone Group was the preferred developer.” He said they insisted on not only using the commercial land on Highway 72 but of taking a residential area behind it. The people were very upset about that, but they insisted.

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 DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF ROLLA, MISSOURI AS A “BLIGHTED AREA” PURSUANT TO CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED; APPROVING THE DEVELOPMENT PLAN FOR THE REDEVELOPMENT OF SUCH BLIGHTED AREA; APPROVING A DEVELOPMENT AGREEMENT RELATED THERETO; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH.

Mr. Butz clarified the Sansone Group has been managing the subject property for the past 36 or 37 years and has done a nice job of managing it.
I. PUBLIC HEARING (continued)

(B) Ordinance Rezoning Property Located at 4030 HyPoint North from M-2 (Heavy Manufacturing District) to M-1 (Light Manufacturing District) Zoning (Mo-Sci) (continued): Community Development Director John Petersen indicated the applicants are requesting the rezoning of property located at 4030 HyPoint North from M-2 (Heavy Manufacturing District) to M-1 (Light Manufacturing District) zoning in order to expand an existing industrial building. He explained City Code requires a ten foot setback in an M-1 (Light Manufacturing District) zoned area as opposed to a twenty foot setback in an M-2 (Heavy Manufacturing District) district. Mr. Petersen reported the Planning and Zoning Commission recommend approval of the rezoning request.

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

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE REZONING PROPERTY LOCATED AT 4030 HYPOINT NORTH FROM M-2 (HEAVY MANUFACTURING DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT) ZONING. (MO-SCI).

(C) Ordinance Rezoning Property Located in Section 10, Township 37 North, Range 8 West from R-1 (Single Family District) and C-2 (General Retail District) to C-3 (Highway Commercial District) Zoning (Westsie Marketplace 2): Community Development Director John Petersen explained the subject request pertains to the rezoning of an approximate 81.31 acre tract located at the junction of Old Wire Outer Road and Interstate 44. The applicant is requesting the property be rezoned from R-1 (Single Family District) and C-2 (General Retail District) to C-3 (Highway Commercial District). Mr. Petersen pointed out there are six lots in the tract and two will be dedicated to the City for open space. The Planning and Zoning Commission recommend approval of the rezoning request.

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

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE REZONING THE PROPERTY LOCATED IN SECTION 10, TOWNSHIP 37 NORTH, RANGE 8 WEST IN THE
I. PUBLIC HEARING (continued)

(C) Ordinance Rezoning Property Located in Section 10, Township 37 North, Range 8 West from R-1 (Single Family District) and C-2 (General Retail District) to C-3 (Highway Commercial District) Zoning (Westside Marketplace 2) (continued): CITY OF ROLLA FROM R-1 (SINGLE FAMILY DISTRICT) ZONING AND C-2 (GENERAL RETAIL DISTRICT) ZONING TO C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING. (WESTSIDE MARKETPLACE 2).

(D) Ordinance Setting the 2016 Tax Rate: Finance Director Steffanie Rogers referred the Council to the proposed tax rates for 2016. She pointed out there is a $0.0064 rate increase per $100 valuation which means an increase of $30,828 for the General Fund. Ms. Rogers noted the 2016 proposed rates are $0.4577 for General Fund, $0.1910 for Library Fund, and $0.1127 for the Park Fund for a total rate of $0.7614.

Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the proposed 2016 tax rates. No one present responded. Mayor Magdits closed the public hearing.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4294: AN ORDINANCE FIXING THE TAX LEVY FOR GENERAL REVENUE, LIBRARY AND PARK BY THE CITY OF ROLLA, MISSOURI, FOR THE YEAR 2016.

Given the State’s submission deadline of September 1, 2016, Mayor Magdits indicated staff is asking the Council to consider the final reading of the subject ordinance at this meeting. A motion was made by Eudaly and seconded by Long to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed eleven ayes, zero nays, and zero absent. Motion carried. Ms. Buschjost then read the following proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Long, Crowell, Eudaly, Hines, Jung, Woolley, Jordan, Morris, Bowe, Williams, and Meusch. Nays; None. Absent; Miller. Motion carried. The ordinance passed.

II. SPECIAL PRESENTATIONS

(A) Review of Fiscal Year 2015 City of Rolla Independent Audit – Hochschild, Bloom & Co., LLC, CPAs, and a Motion Accepting the Audit: Ms. Tammy Alsop
II. SPECIAL PRESENTATIONS (continued)

(A) Review of Fiscal Year 2015 City of Rolla Independent Audit – Hochschild, Bloom & Co., LLC, CPAs, and a Motion Accepting the Audit (continued): with Hochschild, Bloom & Co., LLC, CPA’s, provided a brief overview of the City’s FY 2015 audit report. She pointed out the City received an unmodified opinion, which is the highest form of assurance an entity can receive on its financial statements.

A motion was made by Williams and seconded by Jordan to accept the 2015 City of Rolla Independent Audit. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(B) Rolla Municipal Utilities (RMU) FY 2017 Budget Review and FY 2016 Third Quarter Report: Mr. Rodney Bourne, Rolla Municipal Utilities General Manager, provided an overview of RMU’s FY 2017 Budget. He also explained a complete copy of the 2016 Third Quarter Report and FY 2017 Budget might be viewed on RMU’s website.

III. OLD BUSINESS

(A) Ordinance Amending Chapter 18 of the Rolla City Code Pertaining to Garbage, Trash & Refuse: Environmental Services Director Brady Wilson provided an overview of the changes that have been made to the proposed ordinance since it was last discussed by Council. Regarding the meeting held with the property owners and managers, Mr. Wilson informed the Council they are not supportive of holding the property owners solely responsible for the carts left at the curb. However, they were supportive of assisting the City with holding the tenants responsible when the City is able to identify who they are through some type labeling system so each trash cart is identifiable to a specific address.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4295: AN ORDINANCE REPEALING CHAPTER 18, GARBAGE, TRASH AND REFUSE, OF THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW CHAPTER 18, GARBAGE, TRASH AND REFUSE, IN LIEU THEREOF, as amended. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Jordan, Williams, Jung, Hines, Woolley, Bowe, Crowell, Meusch, Long, Morris, and Eudaly. Nays; None. Absent; Miller. Motion carried.

AUGUST 15, 2016
III. OLD BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Enter into a Contract with Pierce Asphalt, LLC for Project 407, Phase III, 2016 Asphalt Overlay (6th Street): Public Works Director Steve Hargis noted that during its last meeting the Council approved the bid with Pierce Asphalt, LLC, for $69,086.86 to overlay Sixth Street from the railroad tracks to Kingshighway. Mr. Hargis asked the Council to consider the final reading of the subject ordinance that would authorize the Mayor to enter into a contract with Pierce Asphalt, LLC.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4296: 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 III ASPHALT IMPROVEMENTS, PROJECT 407. A motion was made by Williams and seconded by Long to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Woolley, Bowe, Williams, Hines, Jung, Meusch, Long, Morris, Crowell, Eudaly, and Jordan. Nays; None. Absent; Miller. Motion carried. The ordinance passed.

IV. NEW BUSINESS

(A) Ordinance Approving a Development Agreement Pertaining to the Westside Marketplace Development Plan: City Administrator John Butz explained the City and the County have been jointly working on this project and the County selected UTW Rolla Development as the “preferred developer” for what is now called the Westside Marketplace Project. For the past several months staff has been focused on negotiating the development agreement. Mr. Butz stated this is the key document that lays out the expectations and deliverables of all three parties – the City, County, and Developer. He emphasized this is a very significant project for the community.

Mr. Mark Grimm, Attorney at Law, Gilmore, and Bell, highlighted the key points of the development agreement.

At the request of Mayor Magdits, Mr. Jeff Otto, representing UTW Rolla Development, addressed the Council regarding the ingress and egress to the proposed development. He said the main access point would take advantage of the existing roundabout. An
IV. NEW BUSINESS (continued)

(A) Ordinance Approving a Development Agreement Pertaining to the Westside Marketplace Development Plan (continued): additional connection has been created to Old Wire Outer Road and extending a new road to Sally Road. Mr. Otto also commented on the proposed landscaping of the development.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT IN CONNECTION WITH THE WESTSIDE MARKETPLACE REDEVELOPMENT PLAN.

(B) Ordinance Approving the Final Plat of Westside Marketplace: Community Development Director John Petersen informed the Council this is a major subdivision that is coming to the Council as a final plat. He explained major subdivisions involve the construction of roads and major utility improvements. Mr. Petersen 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 WESTSIDE MARKETPLACE SUBDIVISION, BEING A MAJOR SUBDIVISION OF THE RAILROAD ADDITION LOT 94 AND PART OF LOTS 93 AND 95 AND PART OF THE SOUTHWEST 1/4 SECTION 10, TOWNSHIP 37 NORTH, RANGE 8 WEST IN THE CITY OF ROLLA (WESTSIDE MARKET PLACE).

(C) Ordinance Approving the Final Plat of Wild Horse Run No. 3: Community Development Director John Petersen pointed out the subject property is located at the eastern end of the Wild Horse Subdivision. The applicant is proposing to subdivide the total site to provide up to five lots. He noted the zoning in this area is single family. Mr. Petersen reported the Planning and Zoning Commission recommends approval.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE APPROVING THE FINAL PLAT OF THE WILD HORSE RUN NO. 3 SUBDIVISION, SAID SUBDIVISION BEING A MINOR SUBDIVISION LOCATED IN THE SW 1/4 NW 1/4 SECTION 24, T37N, R8W, CITY OF ROLLA, PHELPS COUNTY, MISSOURI, (WILD HORSE RUN NO. 3)
V. CLAIMS and/or FISCAL TRANSACTIONS

None.

VI. MAYOR/CITY COUNCIL COMMENTS

(A) Motion Reappointing Dr. William Eric Showalter to the Board of Public Works (August 2020): A motion was made by Long and seconded by Eudaly to reappoint Dr. William Eric Showalter to the Board of Public Works until August 2020. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(B) Motion Appointing Mr. Terry Harris to the Industrial Development Authority (IDA) to Complete the Unexpired Term of Mr. Pete Morse (March 2021): A motion was made by Eudaly and seconded by Long to appoint Mr. Terry Harris to the Industrial Development Authority to Complete the Unexpired Term of Mr. Pete Morse who relocated outside the city limits. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(C) Dog Park: Mayor Magdits commented Council members have been receiving feedback from citizens regarding a proposed dog park. He said there appears to be an interest in a dog park but there seems to be some debate on the location. Mayor Magdits stated the Council would probably not discuss the dog park issue until the second meeting in October. He said he believes we owe it to ourselves to look objectively at these sites and staff will be looking at a handful of other potential sites. Additionally, one of the key functions of the Park Advisory Board is topics such as this. Mayor Magdits said he would like to give the Board a couple of meetings to weigh in on a decision/recommendation. He encouraged citizens to continue to express their opinions on this issue.

VII. CITIZEN COMMUNICATION

(A) Mr. T.J. Leon, Affordable Equity Partners, LLC: Mayor Magdits indicated this item has been removed from consideration at this meeting

(B) Open Citizen Communication: Mayor Magdits opened the floor to anyone wishing to address the Council.
VII. CITIZEN COMMUNICATION

(B) Open Citizen Communication (continued):

1. Mr. Mike Woessner, Investment Realty, stated he very much supports the new trash ordinance adopted earlier in the meeting. He explained Investment Realty is in a unique position as they manage three developments that will be in violation of this ordinance. The developments are located on Emily Drive, Maxwell Street, and Timbercreek Road. Mr. Woessner said he would love to see central trash distribution in these three developments and would like to propose to the owners to do this. He asked the Council if there is any cost share program available to create a central distribution point. Mr. Woessner told the Council that in two of the developments the land is available within the development to create the central point for trash. However, it would take $6,000 to $7,000 per location to pour the pad and build the container.

After discussion, City Administrator John Butz commented staff would come up with some quantifiable data as to what it would cost for various sized pads. Mr. Butz added staff plans to have the data ready by the next Council meeting.

2. Ms. Cathy Siehr, 806 W. 11th Street, Rolla, Missouri, addressed the Council regarding her disappointment in the removal of a 100 year old cottonwood tree, located about 50 yards from her home. She said she was taken aback to find out that neither of her councilmembers knew anything about the tree being removed. Public Works Director Steve Hargis and City Administrator John Butz explained the tree had become a safety issue because it was dying. They apologized for failing to contact the Council and placing door hangars on resident doors. For the record, Ms. Siehr asked that her address not be put in any type of accident report for the damage a tree limb caused to the grill of one of the RMU (Rolla Municipal Utilities) vehicles, since the tree did not belong to her.

No one else present addressed the Council.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) Mayor Magdits complimented Finance Director Steffanie Rogers and City Administrator John Butz and City staff for their cooperation and work on the City's audit.

(B) Budget Workshop: City Administrator John Butz reminded the Council the budget workshop would be held on Monday, August 29, 2016, at 5:30 p.m. in the City Council Chambers. He added the Finance/Audit Committee is scheduled to meet at 5 p.m. on August 22, 2016.
IX. CLOSED SESSION

None.

X. ADJOURNMENT

Having no further business, the meeting adjourned at 8:24 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

__________________________    ________________________
CITY CLERK                        MAYOR
ITEM/SUBJECT: Public Hearing on the Use of Rolla IDA to Issue Housing Revenue Bonds for Rolla Apartments

BUDGET APPROPRIATION (IF APPLICABLE) N/A  DATE: September 6, 2016

COMMENTARY: Subject to City Council approval of the use of Ch. 353 Redevelopment Financing in support of substantial renovation of the 150-unit low-income seniors’ project known as Rolla Apts., the Rolla IDA is willing to authorize Housing Revenue Bonds up to $7.5 million. Neither the City nor the Rolla IDA has any liability or responsibility for the bonds. The bonds are paid off entirely by the ownership group over the 15-year life. MHDC has approved the project for this 4% tax credit program to ensure access to qualifying low income seniors. At its meeting on August 15th the IDA approved the attached Resolution of Intent to issue said bonds. The IDA has authorized the Rolla City council to conduct the prescribed public hearing on the issuance of bonds.

Recommendation: Motion to approve the Resolution authorizing the IDA to issue Housing Revenue Bonds for the Rolla Apts.
NOTICE OF PUBLIC HEARING

Public notice is hereby given that the Rolla City Council will hold a public hearing in the Council Chambers at City Hall, 901 N. Elm Street, Rolla, Missouri 65402, on Tuesday, September 6, 2016, commencing at 6:30 p.m., regarding the proposed issuance by The Industrial Development Authority of the City of Rolla, Missouri (the "Authority") of its housing revenue bonds in the maximum principal amount of not to exceed $7,500,000, for the purpose of making a loan to Rolla Preservation L.P., a Missouri limited partnership (the "Partnership"), to finance a portion of the costs of the acquisition and rehabilitation of a 150-unit apartment project known as Rolla Apartments, located at 1101 McCutchen Street in the City of Rolla, Phelps County, Missouri (the "Project"). The Partnership is expected to be the owner and operator of the Project.

The hearing will be open to the public. All interested persons may attend the hearing and will have an opportunity to express their views with respect to the Project, including the location and nature of the proposed facilities and the issuance of bonds by the Authority to pay the costs thereof. Written comments with respect to the Project may also be submitted to the undersigned prior to the hearing. Additional information regarding the proposed Project and the bond issue may be obtained in advance of the hearing from the undersigned. The City makes reasonable accommodations for any known disability that may interfere with a person’s ability to participate in public meetings. Persons needing an accommodation must notify the City, by telephone or in writing, no later than five days prior to the hearing to allow adequate time to make needed arrangements.

Dated this 16th day of August, 2016.

John Butz, City Administrator
The City of Rolla, Missouri
901 N. Elm Street
Rolla, Missouri 65402
A RESOLUTION DETERMINING THE INTENT OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ROLLA, MISSOURI TO ISSUE ITS HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $7,500,000 TO FINANCE THE ACQUISITION AND REHABILITATION OF A COMMERCIAL APARTMENT FACILITY LOCATED IN THE CITY OF ROLLA, MISSOURI

WHEREAS, The Industrial Development Authority of the City of Rolla, Missouri (the “Authority”) is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri, as amended (the “Act”), to issue revenue bonds to finance commercial facilities (as defined in the Act), including apartment projects, for the purposes set forth in the Act; and

WHEREAS, Rolla Preservation L.P., a Missouri limited partnership (the “Applicant”), has requested that the Authority issue its housing revenue bonds under the Act in an aggregate principal amount of not to exceed $7,500,000 for the purpose of financing a portion of the costs of the acquisition and rehabilitation of 150-unit apartment project known as Rolla Apartments, located at 1101 McCutchen Street in the City of Rolla, Phelps County, Missouri, the housing revenue bonds to be payable solely out of payments, revenues and receipts derived from the loan of the proceeds of the bonds by the Authority to the Applicant; and

WHEREAS, the Applicant has incurred capital expenditures within the 60-day period ending on, or expects to incur capital expenditures on and after, the date of adoption of this Resolution in connection with the acquisition and rehabilitation of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1. Approval of Project. The Board of Directors of the Authority hereby finds and determines that the acquisition and rehabilitation of the Project and the issuance of the Authority’s revenue bonds to pay such costs will be in furtherance of the public purposes set forth in the Act.

Section 2. Intent to Issue Bonds. The Board of Directors of the Authority hereby determines and declares the intent of the Authority to finance a portion of the costs of the acquisition and rehabilitation of the Project by the Applicant with proceeds of housing revenue bonds of the Authority, in an aggregate principal amount of not to exceed $7,500,000, to be issued pursuant to the Act. The Authority intends to reimburse the Applicant for all or a portion of the expenditures incurred by the Applicant prior to the issuance of the bonds, to the extent permitted by law, with the proceeds of the housing revenue bonds.

Section 3. Provision for the Bonds. Subject to the provisions of this Resolution, the Authority will (i) issue its housing revenue bonds to pay the costs of acquiring and rehabilitating the Project and of issuing the bonds and such other costs as may be deemed appropriate, the bonds to have such maturities, interest rates, redemption terms and other provisions as may be determined by resolution of the Authority; and (ii) to effect the foregoing, adopt such resolutions and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the housing revenue bonds by the Authority and take or cause to be taken such other actions as may be required to implement the aforesaid.
Section 4. Conditions to Issuance: Sale of Bonds. The issuance of the housing revenue bonds and the execution and delivery of any documents related to the bonds are subject to (i) obtaining any necessary governmental approvals; and (ii) agreement by the Authority, the Applicant and the purchaser of the bonds upon (a) mutually acceptable terms for the bonds and for the sale and delivery thereof and (b) mutually acceptable terms and conditions of any documents related to the issuance of the bonds and the Project. The sale of the bonds shall be the sole responsibility of the Applicant.

Section 5. Intent to be Reimbursed. The Applicant expects to incur capital expenditures on and after the date of adoption of this Resolution (the “Expenditures”) in connection with the acquisition and rehabilitation of the Project, and the Authority intends to reimburse the Applicant for such Expenditures with the proceeds of the housing revenue bonds in an amount which, depending on the date of issuance of the bonds, may aggregate a maximum of $7,500,000. The Applicant has informed the Authority that the funds to be advanced to pay Expenditures are or will be available only for a temporary period and it is necessary to reimburse the Applicant for Expenditures made on and after the date hereof. This Resolution constitutes the Authority’s declaration of official intent under Treasury Regulation Section 1.150-2.

Section 6. Further Actions. Gilmore & Bell, P.C., Bond Counsel for the Authority, together with the attorneys, officers and employees of the Authority, are hereby authorized to work with the purchasers of the housing revenue bonds, the Applicant, their respective counsel and others, to prepare for submission to and final action by the Authority all documents necessary to effect the authorization, issuance and sale of the bonds and other actions contemplated hereunder.

Section 7. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Board of Directors of the Authority.

APPROVED by the Board of Directors of The Industrial Development Authority of the City of Rolla, Missouri on the 15th day of August, 2016.

Vice Chairman
(Maria Bancroft)

(SEAL)

ATTEST:

Secretary
(Zachary Robinson)
RESOLUTION NO. ______

A RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ROLLA, MISSOURI FOR A HOUSING PROJECT.

WHEREAS, the City of Rolla, Missouri (the “City”) authorized the creation of the Industrial Development Authority of the City of Rolla, Missouri (the “Authority”) pursuant to Chapter 149 of the Revised Statutes of Missouri; and

WHEREAS, the City has been advised that the Authority intends to issue its housing revenue bonds in a principal amount not to exceed $7,500,000 for the purpose of making a loan to Rolla Preservation, L.P., a Missouri limited partnership (the “Borrower”), to finance a portion of the costs of a housing project consisting of the acquisition and rehabilitation of approximately 150 apartments units located at 1101 McCutchen Street in the City, known as “Rolla Apartments”; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), the City Council held a public hearing on September 6, 2016 with respect to the issuance of bonds by the Authority to finance the above project after notice was published as shown in the affidavit of publication attached to this Resolution as Exhibit A; and

WHEREAS, Section 147(f) of the Code requires that the issuance of the bonds be publicly approved by the governmental unit on behalf of which the bonds are to be issued, which approval may be by the elected legislative body.

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

Section 1: The issuance of not to exceed $7,500,000 principal amount of housing revenue bonds by the Authority for the purpose of making a loan to the Borrower to finance a portion of the costs of the acquisition and rehabilitation of approximately 150 apartments units located at 1101 McCutchen Street in the City, known as “Rolla Apartments,” is in the best interests of the City, and is hereby approved in accordance with the requirements of Section 147(f) of the Code.

Section 2: The approval does not impose any liability on the City or in any way involve the City in the issuance of the bonds or the financing of the proposed projects but is an accommodation by the City to satisfy the requirements of Section 147(f) of the Code. The City expressly does not warrant the creditworthiness of the bonds or guarantee, in any way, the payment of the bonds. No moneys of the City will be pledged or applied to the repayment of the bonds.


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

I., A.S.
ITEM/SUBJECT: Consideration of FY 2016-17 Budget

BUDGET APPROPRIATION: $26.5 Million DATE: Sept. 6, 2016

COMMENTARY:

Attached is the proposed budget for FY 2017. The budget provides a little more flexibility than we have seen for the last several years as FY 2015 & 2016 sales tax growth exceeded 3%. We conservatively anticipate sales tax growth of 2% in FY 2017. The budget and all corresponding funds are balanced with anticipated revenues and unrestricted fund balances but there remains little margin for unexpected revenue losses or major unplanned expenses.

The budget includes spending down of the $3 million lease/financing approved in FY 2015 for the Street Fund to reconstruct some major streets and a spending down of the Sewer lease financing from 2014 for a new lab and facility expansion at the Treatment Plant.

Following a slow recovery from the 2008 Recession the City eliminated 10 full-time positions over the last 5 years but this budget includes 3 additional full-time positions at RPD, Engineering and Parks. With better growth in the last couple years our priorities still focus on rebuilding cash reserves and providing some flexibility for City employees. Most significantly passage of Prop P (1/4 cent sales tax for traditional parks and recreation) provides full funding for the maintenance of City parks and frees up $200,000 – 300,000 of General Fund support. In addition a 1.5% drop in retirement expense (fully-funded pension plan) is a significant relief to all funds.

The budget does include a few user fee increases to meet operating cost increases as follows: sewer rate increase (3%), Rec. Center membership restructuring, and a $.50 increase at the SplashZone.

Recommendation: First Reading.
ORDINANCE NO. __________

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2016, AND APPROPRIATING FUNDS PURSUANT THERETO.

WHEREAS, the City Administrator has presented to the City Council an annual budget for the fiscal year beginning on October 1, 2016, and

WHEREAS, a public meeting on the budget was conducted on August 29, 2016, and the required public hearing scheduled on September 6, 2016, at which hearing citizens were given an opportunity to be heard:

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

Section 1: The annual budget for the City of Rolla, Missouri, for the fiscal year beginning October 1, 2016, a copy of which is attached hereto and made a part thereof as if fully set forth herein, having been heretofore submitted by the City Administrator, is hereby adopted.

Section 2: Funds are hereby appropriated for the objects and purposes of expenditure set forth in said budget.

Section 3: This Ordinance shall be in full force and effect from and after its passage and approval.


APPROVED:

ATTEST: __________________________________________

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

[Signature]
Friday, September 9

The South Central Regional Veterans Group would like to invite the public to come out and enjoy the beautiful Rolla Veterans Memorial Park.

5:00pm - Free South Central Creamery Ice Cream for the first 200 people

6:30pm - Enjoy music by Trilogy

Chance to win Cardinal Tickets!
With a $10 donation, individual will receive free SCRVG T-shirt and their name will be entered in a drawing for 2 - St. Louis Cardinal tickets to the September 12 game between the Cards and the Cubs. Also includes a free parking pass in ballpark village! Winner must be present to win.
Information about the Veterans Memorial Park development.
Listed below are the donors for the various projects since 2009.

Curb for parking lot: Maggi Construction, Rolla
Asphalt parking lot: Willard Asphalt, Lebanon
Concrete pad pavilion, labor furnished by Labors Local Union. 840, Rolla
Wood framing and metal roof work on the pavilion, 55th Engineers, Fort Leonard Wood
POW/MIA Mounment, Phelps County Monument, Rolla
Installer for Monument, Gabriele Crane Rental,
Both Metal Arches, donation by KD Machine, Union
Plumbing for the restrooms was installed by RTI, Rolla
Brick work on restrooms by RTI, Rolla
Memorial walk, dug, formed and poured by Rolla Streets Department, Rolla
17 war monuments installed by Phelps County Monument Co, Rolla
8 benches installed by Mike Gibbons, Russ Hinkle, Jerry Bumpus
The pavilion was completed to include electric by Bob Craft, Jim Greig, Myrlen Troutt and Jerry Bumpus
The rest rooms was completed by Bob Craft, Jim Greig and Jerry Bumpus

We have currently installed 730 Memorial bricks at three locations in the park.

See reverse side
Listed below are items donated by companies, organizations and individuals.

MONUMENTS:
Noah Coleman DAR/Ozark Patriots SAR.
Employee owners of PCB.
Town & Country Bank.
Mid America Bank & Trust.
Central Federal Bancshares.
Infuze Credit Union.
The American Legion Post 270.
DAV CH 49, Unit 49, NOTR 51.
South Central Regional Veterans Group
KWVA Rolla Chapter 281.
Jerry Bumpus, Jim Greig, Bill Jenks, &
Duane Grisham.
Fairground Auto Plaza.
Phelps for the Fort.
Grellner Sales & Services Inc.
VFW Rolla Post 2025.
FLW mid-mo ch of AUSA. (OIF)
FLW mid-mo ch of AUSA. (OEF)

POW/MIA Mounment:
Phelps County Monument Co.
Lowes Hero Project -Trees at pavilion
Picnic Tables, Phelps Co Bank.
BBQ Grill, Mid America Bank
BBQ Grill, Town & Country Bank

BENCHES:
Robert Stewart family
Burris family
Robert Long family
Jerry & Donna Bumpus
Jim & Jan Greig
Robert Van Horn family
Joseph Fabian family
Russ & Susan Hinkle
Sue Eudaly 2 benches:
(Bosco Eudaly)
(Leonard Kuntz)

Bench at Restrooms:
Price Chopper

Four (4) Eagle Projects
1st Arch Nate Potrafka
2nd Arch Tyler Todd
Flag Retirement Pit.
Ben Meyer.
Trees at POW/MIA
Nathan Moore
### MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER
(Based on Calendar Year)

<table>
<thead>
<tr>
<th>Material</th>
<th>July 2016</th>
<th>June 2016</th>
<th>July 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>132.5 ton</td>
<td>106.4 ton</td>
<td>107.8 ton</td>
<td>887.0 ton</td>
<td>858.2 ton</td>
<td>1,718.9 ton</td>
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<tr>
<td>Newspaper</td>
<td>40.5 ton</td>
<td>41.6 ton</td>
<td>39.5 ton</td>
<td>264.9 ton</td>
<td>293.6 ton</td>
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<td>High Grade Paper</td>
<td>20.8 ton</td>
<td>17.9 ton</td>
<td>20.7 ton</td>
<td>203.1 ton</td>
<td>188.1 ton</td>
<td>314.1 ton</td>
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<tr>
<td>Aluminum</td>
<td>2.2 ton</td>
<td>2.4 ton</td>
<td>0.0 ton</td>
<td>7.8 ton</td>
<td>5.1 ton</td>
<td>10.9 ton</td>
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<tr>
<td>Tin/Steel Cans</td>
<td>5.7 ton</td>
<td>4.4 ton</td>
<td>4.7 ton</td>
<td>33.6 ton</td>
<td>35.8 ton</td>
<td>57.7 ton</td>
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<td>Plastic</td>
<td>22.5 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>81.6 ton</td>
<td>87.0 ton</td>
<td>135.0 ton</td>
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<tr>
<td>Glass</td>
<td>22.3 ton</td>
<td>43.2 ton</td>
<td>17.7 ton</td>
<td>186.8 ton</td>
<td>129.4 ton</td>
<td>253.5 ton</td>
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<td>Batteries</td>
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<td>0.0 ton</td>
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<td>Electronic Waste</td>
<td>2.6 ton</td>
<td>3.9 ton</td>
<td>6.4 ton</td>
<td>24.4 ton</td>
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<td>Household HW</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>1.7 ton</td>
<td>1.3 ton</td>
<td>4.0 ton</td>
<td>6.8 ton</td>
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<td><strong>TOTAL</strong></td>
<td><strong>249.9 ton</strong></td>
<td><strong>219.8 ton</strong></td>
<td><strong>198.5 ton</strong></td>
<td><strong>1,692.1 ton</strong></td>
<td><strong>1,629.7 ton</strong></td>
<td><strong>3,047.4 ton</strong></td>
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### SERVICES PROVIDED

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<th>Type of Service</th>
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<th>June 2016</th>
<th>July 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
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<tbody>
<tr>
<td>Special Pick-ups</td>
<td>62</td>
<td>100</td>
<td>85</td>
<td>488</td>
<td>587</td>
<td>902</td>
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<tr>
<td>Paper Shredding</td>
<td>3.0 hours</td>
<td>6.5 hours</td>
<td>19.5 hours</td>
<td>63.0 hours</td>
<td>69.0 hours</td>
<td>148.5 hours</td>
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<td>Reported Trash Nuisances</td>
<td>54</td>
<td>45</td>
<td>48</td>
<td>321</td>
<td>326</td>
<td>587</td>
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<tr>
<td>Households Dropping Off Hazardous Waste</td>
<td>95</td>
<td>121</td>
<td>67</td>
<td>583</td>
<td>503</td>
<td>866</td>
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### DISPOSAL TONNAGE (Sanitation Division)

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<thead>
<tr>
<th>Material</th>
<th>July 2016</th>
<th>June 2016</th>
<th>July 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
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<tbody>
<tr>
<td>Refuse</td>
<td>1,329.4 ton</td>
<td>1,364.1 ton</td>
<td>1,367.4 ton</td>
<td>9,387.7 ton</td>
<td>9,393.6 ton</td>
<td>16,051.4 ton</td>
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### Part I Crimes

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<tr>
<th></th>
<th>Criminal Homicide</th>
<th>Rape</th>
<th>Robbery</th>
<th>Felony 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><strong>This Month</strong></td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>12</td>
<td>20</td>
<td>48</td>
<td>2</td>
<td>0</td>
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<td><strong>Year to Date</strong></td>
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<td>5</td>
<td>4</td>
<td>39</td>
<td>73</td>
<td>289</td>
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<td>CFS</td>
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<tr>
<td>Abandoned Vehicle</td>
<td>7</td>
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<td>Abandoned/Recovered Prop</td>
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<td>Accident - Injury</td>
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<tr>
<td>Accident - Leave the scene</td>
<td>9</td>
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## ANIMAL CONTROL MONTHLY TOTALS

### July 2016

#### ANIMALS IMPOUNDED

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MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY AUGUST 9, 2016 5:30 P.M.

Presiding: Don Brown, Chairperson

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

Commission Members Absent: Jack Morris

City Officials in Attendance: Community Development Director John Petersen, and Karen Fagan.

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

I. APPROVAL OF MINUTES:

The July 12, 2016 minutes were approved.

II. REPORT OF CITY COUNCIL ACTIONS:

Community Development Director John Petersen reported on the actions from the August 1, 2016 City Council Meeting.

1. City Council conducted a public hearing to consider a request to rezone real estate at 1805, 1807, & 1809 North Bishop Ave. from C-2 (General Retail District) zoning to C-3 (Highway Commercial District) zoning. The request passed on August 1, 2016.

2. An Ordinance to approve the Final Plat of Wands Second Addition, a subdivision in the Southeast Quarter of the Southeast Quarter of Section 2, Township 37 North, Range 8 West Rolla, Missouri, this plat being a Minor subdivision to consolidate existing interior property lines and to establish Lot 1 for future development. The Ordinance passed on August 1, 2016.

3. Request to Re-plat Lot 11, of the Cedar Trail, Planned Unit Development (PUD), Plat No. 3, (Amended), establishing a subdivision consisting of Lots 13 through 18 of the former plat No. 3, Cedar Trail PUD, Rolla, Phelps County, Missouri. The request passed on August 1, 2016.

III. PUBLIC HEARINGS:

1. A public hearing requesting to rezone real estate located to 4030 Hy Point North from M-2 (Heavy Manufacturing District) zoning to M-1 (Light Manufacturing District) zoning.
John Petersen began by saying the applicant is an industrial business and is currently zoned M-2 (Heavy Manufacturing District) and does not permit commercial or residential development. The purpose for the rezoning is to allow the existing building to expand to the north. M-2 zoning requires a minimum of twenty feet for side yards while M-1 requires only ten feet. In order to provide adequate space it would need to be rezoned M-1 (Light Manufacturing District) which allows a ten foot easement.

Chairperson Brown opened the Public Hearing.

With no questions or comments from the audience; Chairperson Don Brown closed the Public Hearing.

A motion was made by Monte Shields seconded by Bill Lindgren to approve the rezoning. A roll call vote on the motion showed the following: Ayes Anderson, Lindgren, Martin, Miller, Schmidt, M. Shields, S. Shields. Nays: None. Motion carried. Request passes unanimously.

2. A public hearing requesting to rezone real estate located in Section 10, Township 37 North, Range 8 West in the City of Rolla from R-1 (Single Family District) zoning and C-2 (General Retail District) zoning to all C-3 (Highway Commercial District) zoning. (Westside Marketplace 2)

Mr. Petersen said there are two elements to this project. The property is currently zoned R-1 (Single Family District) and contains approximately 81 acres. The applicant proposes to subdivide the property into six lots. Lot 4 consists of 20.39 acres and is the location of the proposed large retail establishment. Lot 5 consists of 15.36 acres and will contain four smaller attached commercial establishments. Lot 3 is the actual public right-of-way. Lot 1 and Lot 2 will be available for future commercial expansion and public/private open space. The area around it is mostly vacant.

Chairperson Brown opened the Public Hearing.

Robert Ahland lives at 1635 Yale Avenue, Rolla, MO 65401. He owns the property that is adjacent to the proposed area that is to be rezoned. There is a ridge that is approximately twenty-five to thirty feet above the ground level in his backyard. His main concern is with the runoff that will be generated by the paving, sidewalks, roofs, etc.

Jeff Otto – UTW Rolla Development, One Metropolitan Square Suite 3000 St. Louis, MO 63102. The issues raised by Mr. Ahland have been addressed. In terms of the water a lot of time has been spent working with the City and with Rolla Municipal Utilities. At the Mayor’s request they are going a little farther than what is required in terms of addressing water quality. There will be less water in the creek. The water from the parking lot and the roofs will be drained to the creek that is in the back of...
the site. There will be detention basins to collect the water and release it at a slow rate to prevent the creek from being surcharged. There will also be rain gardens that will not only detain the water but also enhance the quality of the water. Commercial use is the most appropriate use of this land.

_A motion was made by Bill Lindgren seconded by Steven Shields to approve the rezoning. A roll call vote on the motion showed the following: Ayes Anderson, Lindgren, Martin, Miller, Schmidt, M. Shields, S. Shields. Nays: None. Motion carried. Request passes unanimously._

IV. OLD BUSINESS:

A request to recommend to the City Council to approve the Final Plat of the Westside Marketplace, a Re-subdivision of the Railroad Addition Lot 94 and parts of Lots 93 and 95 and part of the West ½ Section 10, Township 37 North, Range 8 West, in the City of Rolla, Phelps County, Missouri. (Westside Marketplace)

Chairperson Brown instructed the Commission that at the request of the developer this item had been set aside; therefore the Planning and Zoning Commission will need to ask to bring it back to the table.

_A motion was made by Steven Shields seconded by Bill Lindgren to bring this item back to the table. A voice vote on the motion showed the following: Ayes Anderson, Lindgren, Martin, Miller, Schmidt, M. Shields, S. Shields. Nays: None. Motion carried. Request passes unanimously._

Mr. Petersen explained that this is a subdivision not a zoning so the only basis to be against a subdivision is if there was something factually wrong with the subdivision. He further explained that residential development is not permitted in C-2 (General Retail District) zoning.

_A motion was made by Russell Schmidt seconded by Bill Lindgren to approve the Final Plat. A roll call vote on the motion showed the following: Ayes Anderson, Lindgren, Martin, Miller, Schmidt, M. Shields, S. Shields. Nays: None. Motion carried. Request passes unanimously._

V. NEW BUSINESS:

A request to recommend to the City Council to approve the Final Plat of Wild Horse Run No. 3, Being a Subdivision located in SW ¼ NW ¼ Section 24, T37N, R8W; City of Rolla, Phelps County, Missouri. (Wild Horse Run)

Mr. Petersen informed the City Council that the developer would like to create five additional lots going to the East of the property. It will remain all single family. There is a small area owned by the Hickle family that is not a part of the subdivision, but is still
connected to the greater tract. Therefore, it is necessary to have a right-of-way there because the area needs to have accessibility.

Russell Schmidt asked whether or not all the other lots had been developed. Mr. Petersen replied that most of them had.

A motion was made by Bill Lindgren seconded by Janece Martin to approve the Final Plat. A roll call vote on the motion showed the following: Ayes Anderson, Lindgren, Martin, Miller, Schmidt, M. Shields, S. Shields. Nays: None. Motion carried. Request passes unanimously.

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

VII. OTHER BUSINESS – CITIZENS COMMENTS: None

Meeting adjourned at 6:05 P.M.
Minutes prepared by Karen Fagan
MEMBERS AND OTHERS IN ATTENDANCE

John Petersen, Com. Dev.                                      John Butz, City Administrator
David Forshee, Public Works                                   Floyd Jernigan, Centre
Ron Smith, Fire Chief                                          Everett Briggs, Public Works
Sylvester Furse, Archer/Elgin                                  Vicki Cason, RMU
Darin Pryor, Public Works                                     Cyndra Lorey, R.R.E.C.

The following item was discussed:

Reviewed the Minutes from Tuesday, June 28, 2016. Minutes ruled approved.

NEW BUSINESS:

1. KD’s Gardens No. 2: Vacation of two utility / storm water easements and the substitution of a new storm water easement.

   Darin Pryor explained that Rocco Burrell wants to build twenty units on Vichy Road at the end of Vienna Road. The last unit slightly encroaches into the storm water easement. If Mr. Burrell would give the city a storm water easement somewhere else the city would vacate the current storm water easement. The plat shows where Mr. Burrell is proposing to place that. Public Works does not have any problems with this; however the only thing that came up was that there is a ten foot utility easement inside the storm water easement. Vicki Cason said she was not aware of that and she would have to check to see if there is anything in it. She also said she knows that the city has talked to Mr. Burrell about feeding those units and getting additional easements from Mr. Burrell. Mr. Pryor said the only place Mr. Burrell is encroaching on is the sidewalk; therefore there may not even be any reason to vacate it.

   John Petersen asked what the deadline on getting material back was. Mr. Pryor said he would like to have it ready by the first City Council meeting in August. Therefore, he needs to have something written up and to Carol Daniels by the morning of July 28, 2016. Mr. Pryor stated that Mr. Burrell indicated he wanted a first and final reading of the ordinance. Mr. Pryor told him in order for that to be a possibility he would need to request that in writing and he would have to be here for the City Council meeting.

   John Butz asked if Mr. Burrell was under construction on any of this. Mr. Pryor replied yes and that each individual unit has its own permit and that some of those permits have
already been issued, but the last unit cannot be built until the easement is taken care of. Mr. Butz asked if this would not go to the Planning and Zoning Commission since it is vacating easements. Mr. Pryor said that the storm water easement was not obtained during a subdivision process; it was a standalone easement, so the city was just amending an ordinance.

Mr. Petersen said that Mr. Burrell will be doing the architectural feature. Mr. Butz stated that he thinks it should be no more than five consecutive attached single family homes before there will be a physical break. Having twenty attached single family homes is in direct conflict with what was adopted with the others. There has to be a separate building for every one hundred fifty feet. Mr. Butz asked Mr. Petersen to check the ordinance to be sure.

2. Wild Horse Run Plat No. 3: Final plat of Wild Horse Run Plat No. 3, being a subdivision located in the SW 1/4 of the NW 1/4, Section 24, T37N, R8W; Rolla, Phelps County, Missouri. Creation of five Single Family lots. No road construction required by the City, therefore, a Minor Subdivision.

Mr. Petersen explained that the property on the residual part of the land is not part of the Wild Horse Run Subdivision. It was never platted when the rest of it was platted. Basically there are five lots. All of them meet the correct size and have enough space. It is zoned R-1 (Single Family). He asked Ms. Cason if the ten foot wide utility easement along the west has been shown. Ms. Cason said she had not gotten anything revised. She stated that because they are doing electric along the front they would like to have a ten foot easement along the street side. Mr. Petersen pointed out that a park dedication was required.

Mr. Butz asked if Thomas Road was to be built curb to curb. Mr. Petersen replied yes. Mr. Petersen continued by saying they would like street width added to Dana Renee Drive, Traci Dawn Drive and Thomas Road. Mr. Butz asked if there would be storm water fees on that. Mr. Petersen answered yes there would be. Mr. Pryor said that they have already been paid. Mr. Butz asked if there was a curb in front of the driveway access. Everett Briggs said he thought the site had a regular curb.

David Forshee mentioned that there is a space between these lots. Mr. Petersen explained it was left there deliberately so that the road could be extended into his property at some point. Mr. Forshee said if the road is ever dedicated they probably will have to take a radius out of lots 2 and 3 of this subdivision which is not shown.

Mr. Petersen advised that none of these lots are served by sanitary sewer. If easements are required to serve this property they should be shown on this plat. Sylvester Furse stated that ten feet has been added across the back. Mr. Briggs said they have an easement that goes across Joyner’s lot but not across the rest of the lots. Mr. Furse explained that they are planning for ten foot easements across the north and the east side of these lots. He asked if they need to be wider. Mr. Briggs answered they are usually fifteen feet. Mr. Furse stated that the only problem would be getting that line across that
portion to Hickle, because they cannot plat it. Mr. Briggs said it does need to be in place. Mr. Furse continued by saying there is an easement for utilities on the east side of that line. Mr. Briggs asked if the easement could be added to show it going across Joyner. Mr. Furse replied that he could note it as being proposed.

**Mr. Petersen** advised Mr. Furse that he would like to have this ready to go to the Planning Commission on August 9, 2016 and to the City Council on August 15, 2016 for the first reading.

3. **Westside Market Place Rezoning**: Request to rezone real estate located in Westside Marketplace Subdivision, Section 10, Township 37 North, Range 8 West in the City of Rolla, Missouri from R-1 (Single Family District) zoning & C-2 (General Retail District) to C-3 (Highway Commercial District) zoning.

**Mr. Petersen** began by saying that a street name is needed and the builders are willing to go with Westside Market Place Drive. Mr. Butz advised that the city hopes someday the project will go further west. With that in mind they do not want different street names as the project proceeds. Mr. Pryor suggested leaving Market Place out and naming it Westside Drive.

**Mr. Butz** asked if there was any part of the C-3 (Highway Commercial District) that is adjacent to the remaining R-1 (Single Family District) that a buffer would have to be put in place. Mr. Petersen replied he would have to check on that.

4. **Westside Market Place Preliminary Plat**: A request to recommend the approval of the Preliminary Plat of the Westside Market Place. A Subdivision in Section 10, Township 37 North, Range 8 West in the City of Rolla, Phelps County, Missouri.

**Mr. Petersen** explained that the biggest concern is the development plans. Mr. Pryor said that they can not file the plat until they get the development plans and get them approved. Mr. Petersen expressed that Jeffrey Otto (UTW Rolla Development) indicated he wants to get started on this project in August. Mr. Otto would like it to go to the Planning Commission on August 9, 2016. Mr. Butz explained that City Council will not officially consider the formal redevelopment until September 6, 2016.

**Mr. Butz** indicated he sent the engineers the link to the city’s website. He believes they have the correct street width, but is not sure where the sidewalk and bike trail is going to be located. Mr. Butz asked if the road was going to be a commercial collector road or a commercial arterial road. Mr. Pryor said he thinks it will be an arterial road. Mr. Petersen said there was some concern about the width of the bike path. Mr. Pryor advised that if the road is going to be an arterial road the bike path should not be on the street; it needs to be completely behind the curb. Mr. Butz said they are not ready to present it to the Planning and Zoning Commission in August. Mr. Petersen agreed and said he would let Mr. Otto know they want another month to get things figured out.
5. **Hy Point North Rezoning**: Request to rezone real estate located at 4030 Hy Point North from M-2 (Heavy Manufacturing District) zoning to M-1 (Light Manufacturing District) zoning.

Ted Day said they would like to do a 50' x 150' warehouse extension, but the 50' portion would be ten feet from the setback instead of twenty feet. If they could buy 20 – 25 feet of the property to the north then they would not have to change anything. They would make sure that the easement would be easily accessed and clear of any trees. Mr. Petersen asked if they would like to withdraw the rezoning. Mr. Day replied that if it is possible for them to buy the property they would like to go that route and then they would not rezone. Ms. Cason said there is already a waterline in an easement at the edge of the property line. She asked Mr. Day how much space they wanted. Mr. Day replied that if they could go twenty-five feet from that line that would allow them to have a fifty foot wide expansion and clear the existing easement. He said that if they cannot buy the land then they will go ahead and move forward with the rezoning.

Mr. Forshee asked if the city will waive the subdivision rules since it is over 5,000 square feet. Mr. Petersen said he did not think so. Mr. Petersen said that if it is over 5,000 square feet it has to be treated like a regular residential lot. If it is less than 5,000 square feet ownership can be transferred as long as nothing is left where it cannot be used.

*With no other business meeting adjourned at 2:05 p.m.*
DEVELOPMENT REVIEW COMMITTEE MEETING MINUTES
CITY COUNCIL CHAMBERS, 901 NORTH ELM STREET
TUESDAY, AUGUST 30, 2016 AT 1:30 P.M.

MEMBERS AND OTHERS IN ATTENDANCE

John Petersen, Com. Dev.
Josh Thompson, PWSD #2, Phelps County
Vicki Cason, RMU
Darin Pryor, Public Works
Jacob Eiler, Crockett Engineering
Jay Burchfield, Shrove Partners
Wilson Burchfield, Shrove Partners
Karen Fagan

Everett Briggs, Public Works
David Forshee, Public Works
Sylvester Furse, Archer/Elgin
Rick Williams, Police Dept.
Steve Hargis, Public Works
Ron Smith, Fire Dept.
Floyd Jernigan, Parks & Rec.

Reviewed the Minutes from Tuesday, July 26, 2016. Minutes ruled approved.

NEW BUSINESS:

1. Sunrise Estates independent living – senior residential project located south of Eagleson Drive and Cooper Street (west of Vichy Road) in Rolla and southwest of Silverstone Place – Skilled Nursing Facility. The proposed 44 unit housing project will be developed on a 5.7 acre parcel. Five percent (2 units) of the 44 units will be fully ADA accessible while the entire development will implement the requirements of universal design standards. The project is expected to cost approximately $7,500,000.

   An Option Agreement is currently held between JES Dev Co., LLC and T&C Development, LLC ensuring an option to purchase the subject property upon receiving tax credit financing approval by MHDC (Missouri Housing Development Commission). Applications for the 2017 competitive round are due to MHCD on September 6th, 2016 and allocations are typically announced in mid-December.

   John Petersen said the applicants withdrew their application. They will continue in two or three months.

2. Final plat of Mitchell’s Consolidation, a Minor Subdivision, being a consolidation of certain lots located in the Maxwell Subdivision.

   Sylvester Furse said the project is a consolidation of the remaining two lots in the Maxwell Subdivision. Next week the owner will tear down the existing house and build a new structure.
Everett Briggs stated there are two typos on the plat that are included in the memo that was sent out. Mr. Petersen asked if the error regarding the consolidation of Lots 27 and 28 instead of Lots 26 and 27 had corrected (item #4 on the memo). Mr. Briggs replied it had. Mr. Petersen stated the plat says the remainder of Lot 27 and it should actually say all of Lot 27. He asked Mr. Briggs if that had been resolved. Mr. Briggs answered yes it had.

Mr. Petersen stated the southeast corner of Lot 28 of the original plat of Maxwell Subdivision does not have a rounded corner. Therefore, the rounded corner of Lot 1 is creating a public right-of-way and there is no declaration of public right-of-way in the dedication on the plat. Mr. Briggs replied there is a deed that shows the City had bought it in that shape and then sold it back, so it is a rounded corner.

Mr. Briggs asked Mr. Furse about the sewer line that runs along the north side of the property line. He added it looked like it may need an easement. Mr. Furse said he would need to investigate that. Mr. Briggs said that according to the GIS (Geographic Information Systems) it would be along the north property line.

Mr. Petersen asked if there was anything outstanding that needed to be addressed. Mr. Briggs said the only thing outstanding is the issue with the sewer line. Vicki Cason said RMU requests a 7.5 foot wide utility easement along the north, east and south sides of Lot 1.

3. Preliminary site plan for the IHOP to be located in Rolla at 1375 North Bishop Avenue, Section 2, Township 37, Range 8 West, Rolla, Phelps, County, Missouri. Final Plat of Shrove Subdivision, Plat No. 1.

Mr. Petersen stated RMU is working with the developer to complete the relocation of the existing water line that crosses the property. It will be the responsibility of the developer and/or adjacent property owner(s) to re-connect existing water services to the proposed water main in N. Elm Street.

Mr. Briggs said there will be a land development fee and a storm water fee.

Mr. Petersen stated there should be two permanent reference monuments shown. Mr. Briggs said the current plat does not show a permanent monument. Jay Burchfield pointed to where intend to put them.

Mr. Petersen said all adjoining property owners have to be shown on the plat. Mr. Briggs mentioned he did not see any of the adjoining names.

Mr. Petersen advised the area shown in the southeast corner of Lot 1 and labeled as warranty deed 2015-5823 needs to also be shown as a utility easement as per the Ordinance 3836 and Quit Claim deed 2015-6037. Mr. Briggs added there are two other documents that show the whole corner as basically a utility easement. When that part of
the street is vacated typically the city vacates the right-of-way and keeps the right to utility easements.

Mr. Petersen also advised the 30 foot roadway easement has to be shown as vacated by this plat. Mr. Briggs said they did not find any evidence of the easement ever being vacated. Mr. Burchfield asked if they could vacate it via the plat. Mr. Briggs said he thought so. He added did not think it was ever adopted by the City and it may be an easement by a deed between the property owners.

Mr. Petersen stated based on the location of the building one thing that needs to be done is to get rid of the building line. Mr. Briggs said there is a 30 foot wide easement that runs from southwest to northeast in the same area that needs to be vacated. Mr. Burchfield said they are quit claiming the property except for all utility easements. Therefore it will stay like it is. Mr. Briggs stated there is nothing on the plat that says it is a utility easement. Mr. Burchfield asked if they needed to do anything to that corner. Mr. Briggs said no to that corner, but to the northeast of that there are two lines that are labeled as 30 foot wide ingress and egress easement. That is the easement that needs something added to the plat that says they are vacating that easement.

Mr. Petersen said the plat needs to show a 10 foot buffer yard. Mr. Briggs advised Mr. Burchfield they should leave #7 on the memo as is and add some verbiage to the plat regarding the easement. Mr. Burchfield responded by saying they could not give up an easement that is not to their benefit. If, it is a dedicated public street then they should have ingress and egress.

Darin Pryor asked when they plan to open. Mr. Burchfield replied they intend to start the project in October and open by January or February. Mr. Petersen said it will go before the Planning and Zoning commission on the September 13, 2016 and then two weeks after that is the first reading and public hearing by the City Council.

With no other business the meeting adjourned at 1:55 p.m.
Rolla Industrial Development Authority

Meeting Minutes

Monday, August 15, 2016; 4:30 P.M.

Rolla City Hall
901 North Elm Street
Third Floor Conference Room

Industrial Development Authority Members in Attendance: Mr. Steve Bowles, Elizabeth Smith and Secretary/Treasurer Zachary Robinson (by conference call at 5:15 p.m.).

Industrial Development Authority Members Absent: Ms. Maria Bancroft

Others in Attendance: City Administrator John Butz, Rolla Regional Economic Commission Executive Director Cyndra Lorey, City Attorney Lance Thurman (arrived at 4:45 p.m.), Developer Robin Salomon, Mark Grimm, Gilmore and Bell (Special Bond Counsel), and Deputy City Clerk Millie Street

City Administrator John Butz welcomed the Industrial Development Authority (IDA) members and thanked them for their willingness to serve.

Approval of Minutes: At the time of the opening remarks, IDA members acknowledge a quorum was not met – no action to approve previous minutes taken.

Mr. Butz introduced Developer Mr. Robin Salomon and asked Mr. Salomon to update the IDA on the proposed renovation of the Rolla Apartments Project.

Mr. Salomon explained that the property was a HUD 202 project built in 1979 located on McCutchen Drive. The property has been well managed; however, the time has come where the apartments are in need of extensive repairs. There are two elevators in the complex and both are originals from 1979 and the elevators will be completely redone. There are 150 units (144 one-bedroom and 6 two-bedroom) and each unit will receive upgrades. The project would also include HVAC and roofing upgrades. Mr. Sullivan explained that the Missouri Housing Development Commission (MHDC) approved state tax credits for the renovation in April of 2016.

Special Bond Counsel Mark Grimm explained that the IDA will need to approve the Resolution of Intent to consider issuing Housing Revenue Bonds for the financing (not to exceed $7,500,000). Mr. Grimm mentioned that the Rolla City Council is planning to hold the Public Hearing Authorizing Chapter 353 for Rolla Apartments – Blight Determination, Development Plan & Development Agreement at the Council Meeting that evening.

Mr. Grimm stated there will also need to be a Public Hearing regarding the Bond Issuance for the Chapter 353 Housing Project. City Administrator John Butz stated he would suggest the public hearing go through the Rolla City Council rather than through the IDA for more public awareness. Mr. Butz suggested we could hold the public hearing at the September 6, 2016 council meeting.
(Zach Robinson joined the meeting via conference call at 5:15 p.m.)

Mr. Butz reported that Mayor Magdits is nominating Terry Harris to fill the Board vacancy.

After a brief discussion updating Mr. Robinson on the project and need for a public hearing for the bond issuance; Ms. Smith made a motion to approve holding the Public Hearing before the Rolla City Council on September 6th at 6:30 p.m.; Robinson seconded the motion. A roll call vote on the motion showed the following: Ayes: Smith, Bowles, and Robinson. Nays: None. Absent Bancroft. Motion carried.

City Administrator Butz updated Mr. Robinson on the need for a Resolution of Intent to consider using the IDA to issue housing revenue bonds. He explained that the IDA would need to be responsible for two specific items: the Resolution of Intent authorizing the developer to go forward and the approval of the final forms of the documents.

City Counselor Lance Thurman read the proposed Resolution for Intent by title: A RESOLUTION DETERMINING THE INTENT OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ROLLA, MISSOURI TO ISSUE ITS HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $7,500,000 TO FINANCE THE ACQUISITION AND REHABILITATION OF A COMMERCIAL APARTMENT FACILITY LOCATED IN THE CITY OF ROLLA, MISSOURI. After a brief discussion; Ms. Smith made a motion to approve the Resolution of Intent, Mr. Bowles seconded the motion. A roll call vote on the motion showed the following: Ayes: Smith, Bowles, and Robinson. Nays: None. Absent Bancroft. Motion carried.

Mr. Butz stated that after the public hearing and Council action on the overall project later in the evening, we would obtain signatures on the Resolution of Intent from Maria Bancroft and Zach Robinson.

City Administrator Butz informed the Board there would be another meeting before the end of the year to finalize the issuance of housing bonds.

Having no further business, the meeting adjourned at approximately 5:35 p.m.

Minutes respectfully submitted by Deputy City Clerk Millie Street.

August 15, 2016
MANAGEMENT REPORT
FISCAL YEAR 2016
July 2016

BUILDING PERMITS ISSUED

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<td>1</td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Demolition, 3-or-4 family</td>
<td>1</td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Demolition, S-or-more family</td>
<td>4</td>
<td>1</td>
<td>300.0%</td>
</tr>
<tr>
<td>Demolition, all other</td>
<td>4</td>
<td>1</td>
<td>250.0%</td>
</tr>
<tr>
<td>EST. CONSTRUCTION COSTS</td>
<td>$1,351,904</td>
<td>$2,732,424</td>
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</tr>
<tr>
<td>FEES</td>
<td>$9,553</td>
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<td>-2.3%</td>
</tr>
<tr>
<td>INSPECTIONS PERFORMED</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Building Inspections</td>
<td>135</td>
<td>134</td>
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<tr>
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<td>86</td>
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<tr>
<td>Excavations Inspections</td>
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<td>0</td>
<td>100.0%</td>
</tr>
<tr>
<td>Plumbing inspections</td>
<td>67</td>
<td>58</td>
<td>15.5%</td>
</tr>
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<td>Code Inspections</td>
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<td>Nuisance Inspections</td>
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<tr>
<td>Business License Inspections</td>
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<tr>
<td>TOTAL INSPECTIONS</td>
<td>710</td>
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8/8/2016
### BUILDING PERMITS ISSUED

<table>
<thead>
<tr>
<th>Building Type</th>
<th>AUGUST FY 2016</th>
<th>AUGUST FY 2015</th>
<th>YTD FY 2016</th>
<th>YTD FY 2015</th>
<th>Δ CHANGE FY 15 - FY 16</th>
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<td><strong>PERMITS ISSUED</strong></td>
<td></td>
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</tr>
<tr>
<td>Electric, Plumbing, etc. Only</td>
<td>57</td>
<td>39</td>
<td>367</td>
<td>0%</td>
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<tr>
<td>Single family homes</td>
<td>9 $ 2,520</td>
<td>15 $ 2,520</td>
<td>100 $ 57,300</td>
<td>100 $ 50,000</td>
<td>4.5%</td>
</tr>
<tr>
<td>Duplexes</td>
<td>22 $ 1,861,944</td>
<td>2 $ 241,400</td>
<td>33 $ 3,353,999</td>
<td>58 $ 7,230,554</td>
<td>-43.1%</td>
</tr>
<tr>
<td>3-or-4 family</td>
<td>-</td>
<td>-</td>
<td>12 $ 3,248,252</td>
<td>8 $ 2,656,818</td>
<td>36.6%</td>
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<tr>
<td>5-or-more family</td>
<td>-</td>
<td>-</td>
<td>2 $ 1,046,672</td>
<td>3 $ 2,014,525</td>
<td>-53.3%</td>
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<tr>
<td>Hotels, Motels</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Other nonhousekeeping shelter</td>
<td>-</td>
<td>-</td>
<td>2 $ 2,316</td>
<td>2 $ 5,891</td>
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<tr>
<td>Amusement, social, recreational</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>Churches, other religious</td>
<td>-</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>Industrial</td>
<td>-</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>Parking Garages</td>
<td>2 $ 890,249</td>
<td>-</td>
<td>2 $ 890,249</td>
<td>1 $ 81,000</td>
<td>993.7%</td>
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<tr>
<td>Service stations, repair garages</td>
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<tr>
<td>Hospitals, institutional</td>
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<td>-</td>
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<tr>
<td>Offices, banks, professional</td>
<td>-</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>Public Works, utilities</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Schools, other educational</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
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<tr>
<td>Stores, customer</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>Towers, antennas</td>
<td>1 $ 10,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Signs, attached and detached</td>
<td>3 $ 3,780</td>
<td>4 $ 4,005</td>
<td>46 $ 156,586</td>
<td>49 $ 106,123</td>
<td>47.5%</td>
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<tr>
<td>Residential addition, remodel</td>
<td>9 $ 67,856</td>
<td>8 $ 40,200</td>
<td>68 $ 541,995</td>
<td>75 $ 487,927</td>
<td>6.9%</td>
</tr>
<tr>
<td>Commercial addition, remodel</td>
<td>4 $ 32,400</td>
<td>4 $ 39,340</td>
<td>45 $ 4,77,715</td>
<td>43 $ 2,018,577</td>
<td>118.9%</td>
</tr>
<tr>
<td>Residential garage, &amp;port</td>
<td>1 $ 26,250</td>
<td>2 $ 41,003</td>
<td>2 $ 34,450</td>
<td>-</td>
<td>19.0%</td>
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<tr>
<td>Demolition, single family</td>
<td>2 $ 56,500</td>
<td>3 $ 23,000</td>
<td>27 $ 23,000</td>
<td>-</td>
<td>155.0%</td>
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<tr>
<td>Demolition, 2-family</td>
<td>1 $ 52,000</td>
<td>2 $ 26,000</td>
<td>27 $ 13,000</td>
<td>-</td>
<td>235.0%</td>
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<tr>
<td>Demolition, 3-or-4 family</td>
<td>2 $ 49,000</td>
<td>2 $ 26,000</td>
<td>27 $ 13,000</td>
<td>-</td>
<td>235.0%</td>
</tr>
<tr>
<td>Demolition, 5-or-more family</td>
<td>3 $ 52,000</td>
<td>3 $ 36,000</td>
<td>27 $ 23,000</td>
<td>-</td>
<td>155.0%</td>
</tr>
<tr>
<td>Demolition, all other</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</tr>
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</table>

### EST. CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>Category</th>
<th>AUGUST FY 2016</th>
<th>AUGUST FY 2015</th>
<th>YTD FY 2016</th>
<th>YTD FY 2015</th>
<th>Δ CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEES</td>
<td>$ 26,054</td>
<td>$ 8,721</td>
<td>$ 171,850</td>
<td>$ 146,319</td>
<td>17.5%</td>
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<tr>
<td>EST. CONSTRUCTION COSTS</td>
<td>$ 2,962,829</td>
<td>$ 716,240</td>
<td>$ 26,589,253</td>
<td>$ 21,036,900</td>
<td>26.4%</td>
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### INSPECTIONS PERFORMED

<table>
<thead>
<tr>
<th>Inspection Type</th>
<th>AUGUST FY 2016</th>
<th>AUGUST FY 2015</th>
<th>YTD FY 2016</th>
<th>YTD FY 2015</th>
<th>FY 15-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Inspections</td>
<td>225</td>
<td>134</td>
<td>1,246</td>
<td>1,442</td>
<td>-14%</td>
</tr>
<tr>
<td>Electrical Inspections</td>
<td>52</td>
<td>22</td>
<td>723</td>
<td>1,058</td>
<td>-44%</td>
</tr>
<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>84</td>
<td>48</td>
<td>635</td>
<td>817</td>
<td>3%</td>
</tr>
<tr>
<td>Mechanical Inspections</td>
<td>29</td>
<td>14</td>
<td>252</td>
<td>373</td>
<td>43%</td>
</tr>
<tr>
<td>Code Inspections</td>
<td>312</td>
<td>166</td>
<td>1,735</td>
<td>1,881</td>
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<tr>
<td>Nuisance inspections</td>
<td>340</td>
<td>204</td>
<td>1,796</td>
<td>1,558</td>
<td>15%</td>
</tr>
<tr>
<td>Business License Inspections</td>
<td>12</td>
<td>4</td>
<td>269</td>
<td>151</td>
<td>78%</td>
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</table>

TOTAL INSPECTIONS 1,090 599 6,835 6,820 0%
## THE CENTRE FINANCIAL ANALYSIS

### GUEST SERVICES

<table>
<thead>
<tr>
<th>Description</th>
<th>Apr-15</th>
<th>Apr-16</th>
<th>May-15</th>
<th>May-16</th>
<th>June-15</th>
<th>June-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>64,944.20</td>
<td>57,402.90</td>
<td>51,684.68</td>
<td>67,195.72</td>
<td>63,172.29</td>
<td>64,458.25</td>
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<tr>
<td>Passes</td>
<td>2,093.00</td>
<td>1,080.20</td>
<td>1,884.23</td>
<td>1,033.43</td>
<td>2,719.10</td>
<td>863.81</td>
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<tr>
<td>Programs</td>
<td>3,610.50</td>
<td>2,470.00</td>
<td>3,262.50</td>
<td>930.00</td>
<td>3,055.00</td>
<td>1,930.00</td>
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<tr>
<td>Rentals</td>
<td>208.44</td>
<td>186.25</td>
<td>183.97</td>
<td>824.00</td>
<td>419.85</td>
<td>56.39</td>
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<td>Misc.</td>
<td>4,261.90</td>
<td>3,060.45</td>
<td>3,240.70</td>
<td>2,441.30</td>
<td>4,471.10</td>
<td>4,654.60</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>75,018.04</td>
<td>64,198.90</td>
<td>80,256.08</td>
<td>72,420.45</td>
<td>73,823.34</td>
<td>71,963.25</td>
</tr>
</tbody>
</table>

### RECREATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Apr-15</th>
<th>Apr-16</th>
<th>May-15</th>
<th>May-16</th>
<th>June-15</th>
<th>June-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>8,533.40</td>
<td>10,967.31</td>
<td>11,912.20</td>
<td>11,789.31</td>
<td>10,973.87</td>
<td>18,266.27</td>
</tr>
<tr>
<td>Recreation Programs</td>
<td>8,533.40</td>
<td>10,967.31</td>
<td>11,912.20</td>
<td>11,789.31</td>
<td>10,973.87</td>
<td>18,266.27</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>75,018.04</td>
<td>64,198.90</td>
<td>80,256.08</td>
<td>72,420.45</td>
<td>73,823.34</td>
<td>71,963.25</td>
</tr>
</tbody>
</table>

### AQUATICS

<table>
<thead>
<tr>
<th>Description</th>
<th>Apr-15</th>
<th>Apr-16</th>
<th>May-15</th>
<th>May-16</th>
<th>June-15</th>
<th>June-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>5,798.25</td>
<td>2,172.55</td>
<td>6,930.22</td>
<td>2,548.72</td>
<td>8,230.00</td>
<td>9,640.53</td>
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<tr>
<td>Aquatic Programs</td>
<td>5,798.25</td>
<td>2,172.55</td>
<td>6,930.22</td>
<td>2,548.72</td>
<td>8,230.00</td>
<td>9,640.53</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>75,018.04</td>
<td>64,198.90</td>
<td>80,256.08</td>
<td>72,420.45</td>
<td>73,823.34</td>
<td>71,963.25</td>
</tr>
</tbody>
</table>

### FITNESS

<table>
<thead>
<tr>
<th>Description</th>
<th>Apr-15</th>
<th>Apr-16</th>
<th>May-15</th>
<th>May-16</th>
<th>June-15</th>
<th>June-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>6,275.45</td>
<td>7,263.25</td>
<td>11,964.65</td>
<td>12,232.19</td>
<td>6,323.80</td>
<td>5,966.06</td>
</tr>
<tr>
<td>Fitness Programs</td>
<td>6,275.45</td>
<td>7,263.25</td>
<td>11,964.65</td>
<td>12,232.19</td>
<td>6,323.80</td>
<td>5,966.06</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>75,018.04</td>
<td>64,198.90</td>
<td>80,256.08</td>
<td>72,420.45</td>
<td>73,823.34</td>
<td>71,963.25</td>
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### ADMINISTRATION

<table>
<thead>
<tr>
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<th>Apr-15</th>
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<th>May-15</th>
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<th>June-15</th>
<th>June-16</th>
</tr>
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<tbody>
<tr>
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<td>-</td>
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<td>(2,628.56)</td>
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<td>Remuneration</td>
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<td>(2,628.56)</td>
<td>(2,628.56)</td>
<td>6,180.84</td>
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</tr>
<tr>
<td>Total Revenue</td>
<td>-</td>
<td>145.80</td>
<td>(2,628.56)</td>
<td>(2,628.56)</td>
<td>6,180.84</td>
<td>-</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
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<tr>
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<td>------------</td>
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</tr>
<tr>
<td><strong>Expenses</strong></td>
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<tr>
<td><strong>Revenue</strong></td>
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</tr>
<tr>
<td><strong>Expenses</strong></td>
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<tr>
<td><strong>Personnel</strong></td>
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<tr>
<td><strong>Supplies</strong></td>
<td>4,356.64</td>
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</tr>
<tr>
<td><strong>Services</strong></td>
<td>3,619.09</td>
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<tr>
<td><strong>Total Expenses</strong></td>
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</tr>
<tr>
<td><strong>Expenses</strong></td>
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<tr>
<td><strong>Total Expenses</strong></td>
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<tr>
<td><strong>Expenses</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Supplies</strong></td>
<td>4,170.81</td>
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<td></td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>3,619.09</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>14,471.53</td>
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</tr>
<tr>
<td><strong>TOTAL OPERATING REVENUES OVER EXPENSES</strong></td>
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<tr>
<td><strong>Operating %</strong></td>
<td>79.13%</td>
<td></td>
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<tr>
<td><strong>Operating %</strong></td>
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**OTHER REVENUES**

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<td><strong>Miscellaneous</strong></td>
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<td><strong>Contribution to General Fund</strong></td>
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<td><strong>Total Other Revenues</strong></td>
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**CAPITAL EXPENSES**

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**TOTAL REVENUES OVER EXPENSES**

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<tr>
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<tr>
<td><strong>Operating %</strong></td>
<td>58.27%</td>
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<tr>
<td><strong>Operating %</strong></td>
<td>58.27%</td>
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<td><strong>Operating %</strong></td>
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**Total Revenues (operating + other)**

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**Total Expenses (operating + capital)**

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<th>Amount</th>
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**TOTAL REVENUES OVER EXPENSES**

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## PARKS FINANCIAL ANALYSIS

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### Expense

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### MAINTENANCE

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### PARKS

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<tr>
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<th>Charges for Service</th>
<th>Cemetery Burial Fee</th>
<th>Reimbursement/Donation</th>
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### SPLASHZONE

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<th>Reimbursement/Donation/Programs</th>
<th>Passes</th>
<th>Rentals</th>
<th>Miscellaneous</th>
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### OUTDOOR REC

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<th>Services</th>
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<td>$7</td>
<td>$0</td>
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### PREVIOUS YTD CURRENT YTD BUDGET BALANCE

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<tbody>
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### BUDGET TO BUDGET

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<tr>
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<td>$10,265</td>
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<tr>
<td><strong>Misc. Revenue</strong></td>
<td><strong>$152</strong></td>
<td><strong>$0</strong></td>
<td><strong>$148</strong></td>
<td><strong>$25</strong></td>
<td><strong>$62,652</strong></td>
<td><strong>$11,788</strong></td>
<td><strong>$587,781</strong></td>
<td><strong>$25,263</strong></td>
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<table>
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<tr>
<th>CAPITAL EXPENSES</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
<th>$0</th>
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<tbody>
<tr>
<td>Lease purchases</td>
<td>$3,955</td>
<td>$1,945</td>
<td>$936</td>
<td>$21,244</td>
<td>$2,200</td>
<td>$749</td>
<td>$22,938</td>
<td>$30,116</td>
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<tr>
<td>Equipment</td>
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<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$497</td>
<td>$0</td>
<td>$497</td>
<td>$0</td>
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<tr>
<td>Vehicle</td>
<td>$9</td>
<td>$2,261</td>
<td>$4,541</td>
<td>$9,070</td>
<td>$6,855</td>
<td>$19,049</td>
<td>$24,859</td>
<td>$31,078</td>
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<tr>
<td>Building &amp; Grounds</td>
<td>$32,723</td>
<td>$6,642</td>
<td>$9,312</td>
<td>$0</td>
<td>$32,723</td>
<td>$6,642</td>
<td>$2,642</td>
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<tr>
<td>Major Parks Improvements</td>
<td>$3,427</td>
<td>$4,297</td>
<td>$12,119</td>
<td>$30,315</td>
<td>$15,997</td>
<td>$19,798</td>
<td>$37,722</td>
<td>$15,127</td>
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<tr>
<td><strong>Capital Expenses</strong></td>
<td><strong>$3,427</strong></td>
<td><strong>$4,297</strong></td>
<td><strong>$12,119</strong></td>
<td><strong>$30,315</strong></td>
<td><strong>$15,997</strong></td>
<td><strong>$19,798</strong></td>
<td><strong>$37,722</strong></td>
<td><strong>$15,127</strong></td>
</tr>
</tbody>
</table>

| Operating Revenue | $24,441| $21,094| $16,522| $15,451| $48,983| $83,263| $208,769| $111,876|
| Operating Expenses| $56,247| $52,914| $121,781| $98,123| $1,724,734| $112,584| $289,049| $555,906|
| **Total Revenues (operating + other)** | **$25,287**| **$71,136**| **$17,328**| **$81,486**| **$112,873**| **$156,398**| **$1,033,892**| **$611,033**| **$1,450,725**| **$485,163**|
| **Total Expenses (operating + capital)** | **$71,675**| **$57,120**| **$133,880**| **$128,438**| **$136,730**| **$132,382**| **$907,781**| **$641,033**| **$1,419,350**| **$438,317**|
| **TOTAL REVENUES OVER EXPENSES** | **-$46,488**| **-$36,084**| **-$16,552**| **-$46,952**| **-$23,857**| **-$24,016**| **$66,111**| **$34,529**| **$51,375**| **$46,846**|
Health & Recreation Center Board
Meeting Minutes

July 27, 2016  5:30 p.m.
The Centre Conference Room

Members Present: Francine Merenghi, Mike Miller, Bill Moorkamp, Tracy Limmer
Members Absent: Kevin Edwards
Others Present: Parks and Recreation Director Floyd Jernigan, John Butz, and Janet Mich

1. Call to Order
2. Special Meeting to Discuss the Budget and to Increase Revenue/Decrease Expenses
   a. Revenue Generation
      • Eliminate Discounts
         o Mayor will compose letter to members/Initiate press release
         o Outsource audit to assure all account fees are accurate
         o Dedicate an employee to oversee collections.
      • Massage Therapist – where would we do this?
      • Nutritionist – where would we do this?
      • Onsite Nurse – Blood Draws/Blood Pressure
      • Membership Drive
      • Partner with Small Businesses – (We are a target market)
         o Sell Banners to hang around the walking track
         o Sell Ads in the Fun Times/on Website
         o Sponsorship for Programs (currently magazines)
      • More Tournaments
      • More Members
         o Extend Services – 24 Hours
         o Increase Guest Services Programs
            a. Programs for Children
      • Endowments /Bequests
      • Partner with Insurance Carriers
         o Medicare – Silver Sneakers
      • More Special Events – Daddy Daughter Dance
      • Charge for Lockers/Locks
      • Compare Gym Rental Rates
         o Rolla High School
         o Recreation Centers in Linn and Cape Girardeau
         o ARC in Waynesville
      • More Leagues
         o Wiffle Ball
   b. Expense Reduction
• Review Water fitness, water therapy contracts
• Eliminate Fitness Attendant position – Reallocation of job duties
• Eliminate Towel Service
• Utilize Volunteers
c. Marketing Strategies – Increase Memberships
  • Advertise “Ask the Trainer”
  • Advertise Free Hour of Personal Training w/membership
  • Advertise the Meeting Room Rentals
  • Add Fitness Equipment to a Meeting Room for Peak Time Usage
  • Increase School Marketing “Money from the Core”
  • Church Groups
  • Lions Club
  • Senior Apartments Complexes
  • We have the Monopoly on Indoor Water
  • No Day Passes during Peak Hours
  • Turnstiles to decrease “walk-ins”
    o What about tournaments?
d. Budget Questions and Concerns
  • Can overtime be converted to comp time
  • Building Maintenance needs to be a priority
    o Cardio Theatre
    o Pool – Reseal $150,000
    o Fitness Floor
      a. New Padding $60,000
    o Carpet on the Fitness Floor?
    o Paint
    o Lighting – Reduce Utilities
  • Equipment needs to be Maintained/Replaced
    o Cycling Bikes
    o TRX – how many people does this impact vs. cost
    o Educate members on proper equipment usage
      a. Example - treadmill startup
  • Cameras/Video Security

3. Final Comments
   a. We can’t decrease services if we want to increase prices

4. Adjournment: Meeting adjourned at 8:00pm

Janet Mich, Guest Services Supervisor, prepared the minutes.
<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>SUB TOTAL</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BONDS IN OPEN ITEMS</td>
<td>5,625.00</td>
<td>5,625.00</td>
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<tr>
<td>BONDS IN OPEN ITEMS (not posted)</td>
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<td>0.00</td>
</tr>
<tr>
<td>DEBIT ACCOUNTS WITH BALANCE</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>DEBIT ACCOUNTS WITH BALANCE (not posted)</td>
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<td>0.00</td>
</tr>
<tr>
<td>GARNISHMENT ACCOUNTS</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>OPEN ITEMS/SUSPENSE ACCOUNTS</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>OPEN ITEMS/SUSPENSE ACCOUNTS (not posted)</td>
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<td>0.00</td>
</tr>
<tr>
<td>OTHER GENERAL LEDGER ACCOUNTS</td>
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<td>15,018.17</td>
</tr>
<tr>
<td>OUTSTANDING PAYABLES</td>
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</tr>
<tr>
<td>UNSATISFIED RECOVERABLES</td>
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<tr>
<td>TOTAL</td>
<td>20,643.17</td>
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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.

*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

<table>
<thead>
<tr>
<th>ACCOUNT NO./DESCRIPTION</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5002 Clerk Fee Municipal</td>
<td>325.00</td>
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<tr>
<td>5008 Court Automation</td>
<td>861.76</td>
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<tr>
<td>5010 Board Bill-DFT</td>
<td>295.50</td>
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<tr>
<td>5016 CVC Surcharge State</td>
<td>877.76</td>
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<tr>
<td>5018 CVC Surcharge Muni</td>
<td>10.02</td>
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<tr>
<td>5020 Law Enf Arrest Local</td>
<td>299.50</td>
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<tr>
<td>5022 IET-Muni</td>
<td>246.00</td>
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<tr>
<td>5024 POST-State</td>
<td>123.11</td>
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<tr>
<td>5032 Loni Viol - Muni</td>
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<tr>
<td>5040 Fine</td>
<td>3,300.17</td>
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<tr>
<td>5041 Fine - Highway</td>
<td>500.00</td>
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<tr>
<td>5042 Parking Penalties</td>
<td>1,253.50</td>
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<tr>
<td>5102 Clerk Fee Traffic E/R</td>
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<tr>
<td>5112 Board Bill Dtl-Traffic E/R</td>
<td>48.00</td>
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<tr>
<td>5118 CVC Surcharge Traffic E/R</td>
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<tr>
<td>5141 Fines Traffic E/R</td>
<td>5,443.50</td>
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</table>

TOTAL OTHER GENERAL LEDGER ACCOUNTS 15,018.17

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Bank Account Number: 0299537

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Description</th>
<th>Balance</th>
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<tbody>
<tr>
<td>5002</td>
<td>Clerk Fee Municipal</td>
<td>390.98</td>
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<tr>
<td>5008</td>
<td>Court Automation</td>
<td>954.05</td>
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<td>5010</td>
<td>Board Bill DFT</td>
<td>260.00</td>
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<td>5016</td>
<td>CVC Surcharge State</td>
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<td>CVC Surcharge Muni</td>
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<td>5020</td>
<td>Law Enf Arrest Local</td>
<td>520.50</td>
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<tr>
<td>5022</td>
<td>LET Muni</td>
<td>520.50</td>
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<td>5024</td>
<td>POST State</td>
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<tr>
<td>5032</td>
<td>Doni Viol - Muni</td>
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<tr>
<td>5040</td>
<td>Fine</td>
<td>2,810.50</td>
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<tr>
<td>5041</td>
<td>Fine - Highway</td>
<td>1,610.50</td>
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<tr>
<td>5042</td>
<td>Parking Penalties</td>
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<td>Clerk Fee E/R</td>
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<td>Board Bill Dft - E/R</td>
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<td>5118</td>
<td>CVC Surcharge E/R</td>
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<tr>
<td>5141</td>
<td>Fines - E/R</td>
<td>5,709.50</td>
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</table>

Total Other General Ledger Accounts: 17,850.00

Note:
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<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>SUB TOTAL</th>
<th>BALANCE</th>
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</thead>
<tbody>
<tr>
<td>Bonds in Open Items</td>
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<td>Bonds in Open Items (not posted)</td>
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<tr>
<td>Debit Accounts With Balance</td>
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<td>0.00</td>
</tr>
<tr>
<td>Debit Accounts With Balance (not posted)</td>
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<td>0.00</td>
</tr>
<tr>
<td>Garnishment Accounts</td>
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<td>0.00</td>
</tr>
<tr>
<td>Open Items/Suspense Accounts</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>Open Items/Suspense Accounts (not posted)</td>
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<td>Other General Ledger Accounts</td>
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<td>Outstanding Payables</td>
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<td>Unsatisfied Recoverables</td>
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<tr>
<td>Total</td>
<td>23,300.00</td>
<td>23,300.00</td>
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**NOTE**

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"Confidential - For Court Use Only"
FINANCIAL STATEMENT
JULY 2016

RECEIPTS:
Electric, Water, Tax, Sewer and Refuse Charge $2,907,432.31
Accounts Receivable - Miscellaneous $70,860.18
Customer's Deposits - Refundable $78,120.00
Misc Non-Operating Revenue $5,835.50
Total Receipts $3,062,027.99

Super-Now Account Interest (June 30, 2016) $76.04
Money Market Account Interest (June 30, 2016) $8,784.73
Electronic Payment Account Interest (June 30, 2016) $47.77
Public Utility Cash In Bank (June 30, 2016) $24,502,791.79
Total Receipts and Cash In Bank $27,673,775.32

DISBURSEMENTS:
Power Purchased $1,641,255.82
Operating Expenses $89,064.79
Administrative and General Expenses $121,359.31
Payroll $150,518.67
Electric and Water Capital Expenditures $48,727.39
Stock Purchases (inventory) $0.00
Balance of Customer's Deposits after Finals $28,140.39
Medical, Dental, Vision and Life Insurance Paid by Employees $13,924.55
Support Payment $0.00
U.S. Withholding Tax $24,027.92
Missouri Dept. of Revenue (Sales Tax) $41,198.94
Missouri Dept. of Revenue (Income Tax) $8,450.00
Phelps County Bank (Social Security) $31,547.94
Sewer Service Charge $248,436.93
Refuse Service Charge $175,208.72
Purchase U.S. Treasury Bill / Certificates of Deposit $0.00
Unclaimed Deposits $0.00
PILOT to City of Rolla $102,443.24
Standpipes Lease/Purchase $4,226.99
Electric Power Supply Infrastructure Lease/Purchase $91,028.56
Pramacy Fees $0.00
Void Checks $0.00
Total Disbursements $2,820,159.34

Cash in Bank (July 31, 2016) $24,853,615.68
Total Disbursements and Cash In Bank $27,673,775.32

BALANCE OF OTHER FUNDS:
PUBLIC UTILITY ACCOUNTS:
Central Federal Savings & Loan, Check #1208 for $2,686.58 $2,000.00
Citizens Bank of Newburg, Check #1207 for $701.32 $2,454.17
Phelps Co Bank-Electronic Payment Account, Check #1071 for $224,522.99 $49,372.90
Phelps Co Bank-Money Market $4,410,563.36
Town & Country Bank, Check #1207 for $3,286.60 $3,120,541.35
Regions Bank, Check #1209 for $855.46 $3,263.19
Total Public Utility Accounts $2,157.31

ELECTRIC RESERVES:
Certificates of Deposit $0.00
Money Market Account $14,726,996.00
U.S. Treasury Bills $0.00
Total Electric Reserves $14,726,996.00

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

TOTAL RESERVES $17,263,262.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES: $24,853,615.68
<table>
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<tr>
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<tr>
<td>Time of Demand</td>
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<tr>
<td>Scada Demand</td>
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<tr>
<td>kWh Purchased</td>
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<td>Load Factor</td>
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<tr>
<td>Pumped #2 Well</td>
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<tr>
<td>Pumped #3 Well</td>
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<tr>
<td>Pumped #4 Well</td>
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<tr>
<td>Pumped #5 Well</td>
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<tr>
<td>Pumped #17 Well</td>
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<tr>
<td>Pumped # Ind Park Well</td>
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<tr>
<td>Total Gallons</td>
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<tr>
<td><strong>Waters Sales</strong></td>
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<td>Residential - Single Phase kWh</td>
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</tr>
<tr>
<td>Commercial - Single Phase kWh</td>
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<tr>
<td>Commercial - Three Phase kWh</td>
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</tr>
<tr>
<td>Power Service Gallons</td>
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<tr>
<td>Industrial Gallons</td>
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</tr>
<tr>
<td>Missouri S&amp;T Gallons</td>
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<tr>
<td>PWSD #2 Gallons</td>
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<td>Total Gallons Sold</td>
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<td>Revenue</td>
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<td>Pumping Cost, Electric</td>
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<td>Monthly Unidentified Loss</td>
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<tr>
<td>Fiscal Year to Date Unidentified Loss</td>
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</tr>
</tbody>
</table>

* Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 3,052,000 gallons per water main flushing records.
*** FY loss includes 27,126,800 gallons per water main flushing records.
OPERATION MANAGER'S REPORT

ELECTRIC DEPARTMENT

(E1) 1104 North Rolla Street - Transformer, service and meter upgrade
- Started, June 24, 2016
- Completed, July 29, 2016

(E2) Cedar & Olive Street from 16th - 18th Street - Rebuild existing overhead 4kV distribution system
- Started, June 27, 2016
- Ongoing

(E3) Rulla High School (new addition)
504 East 10th Street - Replace existing 4kV three-phase overhead distribution line with new 4kV three-phase underground system and meter upgrade.
- Started, July 7, 2016
- Completed, July 13, 2016

(E4) 1203-1213 West 8th Street - Rebuild existing overhead 4kV distribution system
- Started, July 15, 2016
- Ongoing

(E5) 1200 International Village Drive - Relocation, 12kV overhead distribution system and (3) poles
- Started, July 20, 2016
- Completed, July 29, 2016

(E6) LED Streetlight Conversion/Replacement - Replace existing overhead and underground 100 watt HPS fixtures with LED fixtures
- Started, July 25, 2016
- Ongoing

(E7) Tau Kappa Epsilon (new building)
3 Fraternity Drive - New installation, (2) poles and three-phase 12kV overhead distribution system
- Started, August 2, 2016
- Completed, August 15, 2016

(E8) Tesla Motors Incorporated (electric vehicle charging station)
1705 B Martin Springs Drive - New three-phase underground primary, transformer and meter installation
- Started, August 3, 2016
- Completed, August 5, 2016

(E9) Deer Crossing East Subdivision
Lots 8-9 - New underground 4kV distribution system installation
- Started, August 9, 2016
- Completed, August 11, 2016

WATER DEPARTMENT

(W1) 16th & Pine Street to 18th & Elm Street - Replace existing 4" cast iron with 8" PVC; installed 40 ft 4" PVC; 20 ft 6" PVC; 980 ft 8" PVC (2) fire hydrants
- Started, June 13, 2016
- Completed, July 21, 2016

(W2) 6th Street from Kingshighway to Pine Street - Replace existing 6" cast iron with 12" PVC
- Started, August 15, 2016
- Ongoing

(W3) 2020 Forum Drive - (4) 1" water taps
- Completed, July 20, 2016
(W4) RMU Well #14
- Piping, electrical and treatment equipment installation
  Started, January 4, 2016
  Completed, July, 2016
- Motor replacement
  Repairs by Flynn Drilling Co.
  Completed and back online July 28, 2016

(W5) RMU Well #6
- Pump/motor replacement
  Repairs by Flynn Drilling Co.
  Completed and back online August 5, 2016

(W6) RMU Hy Point Well #3
- Piping, electrical and treatment equipment installation
  Started, February 4, 2016
  Ongoing

MISCELLANEOUS
(1) Missouri Water & Wastewater
    Annual Technical Program
    August 9 & 10, 2016
    Columbia, MO.
    - Attended By: Jason Bell
    - Bruce Lineback
    - Kent Sbabo

(2) Survalent Technology
    System Training Level I
    August 15-19, 2016
    St. Louis, MO.
    - Attended By: Nathan Randolph
    - Eric Seest

(3) Street Repairs for RMU Water Projects
    Maxwell, Lanning Lane
    Street Repairs from RMU Water Leaks
    - 3,399 sq. ft. street repair
      Total $10,400.78
    - 4,643 sq. ft. street repair
      Total $11,699.35
REGULAR SESSION - July 19, 2016
Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m.

The meeting was called to order at 4:30 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

Board members:  Vice President Albert Crump, Jr.
                Secretary Matthew Z. Williams
                Vice Secretary Dr. Wm. Eric Showalter

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

Williams made a motion, seconded by Showalter, the minutes of the June 28, 2016 Board meeting Regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS

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

1. The Board received the Statement of Income & Expenses reports for June 2016 (FY16), with the following comparisons:

   Month-to-Date comparison of June 2016 to June 2015
   Operating Income increased $114,423; Purchased Power expense increased $34,881; Operating Expenses increased $48,021 resulting in a Total Operating Income of $122,904 which showed a decrease loss of $66,402; Total Other Income increased $43,005. Total Net Loss for June 2016 was $64,980, a decreased loss of $109,407 in comparison to June 2015.

   Year-to-Date (YTD) FY2016 and FY2015
   Operating Income decreased $996,707; Purchased Power expense decreased $1,116,670; Operating Expenses decreased $883,872 resulting in a Total Operating loss of $290,927.72, a increased loss of $112,835. Other Income increased $250284 resulting in a Net Income YTD of $366,463, a increase of $137,449 compared to the same time period last year.

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

   Public utility checks
   Phelps Co Bank - Super Now, Checks #23849-23944
   Phelps Co Bank - Electronic Pmt Acct, Check #1070

   Transfer of funds
   Central Federal Savings & Loan, Check #1207
   Citizens Bank, Check #1206
   Regions Bank, Check #1208
   Town & Country Bank, Check #1206

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

B. STAFF ENGINEER'S REPORT (Cason)

1. Updates on:

   a. Development Review Committee meeting. There was a DRC meeting on June 28th. The agenda and comment memo is included in packet. There were three items on the agenda for discussion. RMU discussed easements and water main extension for items 2 and 3.

   b. Contractor Mains. Cason reported that work has began on the FedEx extension and the main replacements at PCRMC. The Phase II Main at RCDC's Hy Point West is complete for the most part, but can't be filled until FedEx main is installed.

   c. Leak Survey. ADS began working on the Leak Survey on June 13th and completed on July 8th, they found 13 hydrants leaking, 9 leaks in meter boxes and one leak on a main. None of the leaks found were substantial.

   d. Meter Testing. Cason reported there were five meters added to the meter replacement job that were initially inactive, those meters were delivered and have since been replaced and all remaining items have been completed. The small meters have been sent to Midwest Meter for testing and the 5/8" meters have been returned. They are still testing the 1" meters. Large meter testing was started on July 11th and completed on July 13th. A report is forthcoming for all meters tested.

   

\[ \text{IV. M. I.} \]
C. OPERATION MANAGER'S REPORT (Parker)

1. Update on current RMU projects

ELECTRIC DEPARTMENT -


(E2) 1104 North Rolla Street Transformer, service and meter upgrade. Started, June 24, 2016. Ongoing.

(E3) Cedar & Olive Street from 16th to 18th Street Rebuild existing overhead 4kv distribution system. Started, June 27, 2016. Ongoing.


WATER DEPARTMENT -

(W1) 18th & Pine Street to 16th & Elm Street Replace existing 4” cast iron with 6” PVC. Started, June 13, 2016. Ongoing.

(W2) 1104 North Rolla Street (1) one 4” water tap. Completed, June 24, 2016.


MISCELLANEOUS -

(1) Missouri Department Natural Resource "Drinking Water Treatment and Distribution" Attended by Vicki Cason and Robert Castle on June 30, 2016 in Rolla, Missouri.

(2) Street Repairs for RMU Water Projects - Fox Creek, Old English, Whitehall, Brighton is a total of 20,768 sq. ft. of street repair. Total $48,543.

2. Emergency Well Repairs. Parker reported Well #14 and Well #6 both have failed and will be repaired. Parker will report the repair cost at the next Board meeting. In addition, Parker updated the Board of status of Well #3. Well #3 was taken out of service several months ago and will be rehabbed in this years budget. Parker stated that he will bring pump replacement bids to next Board meeting.

D. GENERAL MANAGER'S REPORT (Bourne)

1. LAGERS Annual Actuarial Valuation, RMU has Unfunded Accrued Liability of $352,826, which results in the LAGERS retirement program being 104.2% funded as of February 28, 2016. With a continuing stock market recovery along with additional contributions we have made in the last few years, our funding level continues to recover from our low point of 52.8% in 2010. Our future contribution rates are reducing as our funding level increases. RMU’s additional LAGERS payments will be eliminated starting with the FY2017 budget.

2. Renewable Energy. Bourne reported that the letters outlining the requirements have been sent to all retail and commercial customers regarding the Renewable Energy program. There have been seven (7) interested customers as of July 19, 2016. Two (2) of the customers have qualified and five (5) of them did not. The deadline for our large commercial and industrial companies to request if their company meets the requirements is July 22, 2016. RMU requests will be combined with other MoPEP city customer requests to determine the final allocations. MoPEP Pool will discuss the wind resource available to these qualified customers.

V. OLD BUSINESS

A. Proposed Rates and Fees for FY2017 - There are no changes to Rates and Fees since our Public Hearing on June 28, 2016. The proposed changes include a Water Cost Adjustment and Power Cost Adjustment to offer discounts to our customers in rate relief for FY2017. Electric Service Availability Fees will increase for all classes which corresponds with our Cost of Service Study recommendations. Street and Rental Lighting rates will be modified to reflect the usage of LED fixtures in the city. Williams made a motion, seconded by Crump, that the proposed rates and fees be approved as presented, effective October 1, 2016. Motion passed unanimously.

B. Proposed FY2017 Budget - There are no changes to the FY2017 Budget since last Board meetings on June 28, 2016. The approved FY2017 Budget will be presented at the Rolla City Council meeting for comments on August 15, 2016. After approved budget has been presented to the Rolla City Council all changes will go into effect on October 1, 2016. The Budget includes a merit pool salary increase of 2.5% merit. Crump made a motion, seconded by Showalter, that the FY2017 Budget be adopted. Motion passed unanimously.

VI. NEW BUSINESS

A. 1. RFB#16-118 Business Office HVAC

Receive one (1) bid. Staff recommends acceptance of low bid in the amount of $29,900.00. Showalter made a motion, seconded by Williams that a purchase order be issued to Integrated Facility Services in the amount of $29,900.00. Motion passed unanimously.
Crump made a motion, seconded by Showalter, that the Board adjourn to Executive Session to discuss Personnel under RSMo (Supp. 1997) Section 610.021(3). Roll call vote was taken at 4:55 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

VII. EXECUTIVE SESSION
A. Personnel under RSMo (Supp. 1997) Section 610.021(3).
Showalter made a motion, seconded by Williams, that the meeting return to open session. Roll call vote taken at 4:57 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

(OPEN SESSION)
In open session, Bourn reported that during Executive Session, the Board discussed a Personnel matter with action taken.

VIII. ADJOURNMENT

With no further business appearing, Williams made a motion, seconded by Showalter, to adjourn the meeting.
Motion passed unanimously. Meeting adjourned at 4:58 p.m.

Nick Barrack President

Matthew Z. Williams, Secretary

The Board's next meeting is scheduled for Tuesday, August 23, 2016 at 4:30 p.m.
Airport Advisory Committee Notes

Tuesday, August 16th, 2016 at the
Brewer Science Airport Facility

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

The first order of business was approval of the minutes from the April 13, 2016 meeting. A motion was made to accept the minutes – passed unanimously.

The second order of business was a brief review of the proposed terminal building project (90% grant funded). Joe Pestka, JViation, reviewed the 4 bids received for the 2,700 SF facility. Cahill Construction from Salem, MO was the low bid at $653,600 (above the Engineer’s Estimate of $610,000). The other 3 bids ranged from $749,000 - $795,000. Joe touched on potential cost reductions including elimination of the storm shelter room, change of windows, change in exterior building materials, removal of ceiling fans and façade changes resulting in potential deduct of $45,500. Since the City is paying 10% of the project the savings to the City was $4,500. After discussion Delbert Day made a motion to recommend the low bid as submitted, seconded by Ed Schmidt and approved unanimously. It was discussed while it is important to be conscious of the use of all tax-payers dollars we didn’t want to include increased long-term costs by going with lesser quality materials and finishes. Joe reported that the City has received their 2016 NPE grant allocation so there are sufficient grant funds to cover the project cost.

Note: The project will still require the City to demo the existing building and have Public Works reconstruct a small shell around the current FAA weather reporting station rather than incur the $100,000 cost estimate to relocate same into the new facility.

The third order of business was a discussion on the recent 5010 Inspection. Joe and Darrin reported a good inspection of the airport that did find some penetration of trees/brush into the airspace zones – particularly at the corner of Hwy 63 & 68. The City is still interested in acquiring the corner on the southwest edge of the Airport that was created by the realigned Hwy 68/63 intersection. Darrin will contact the property owner for access.

The fourth order of business was a review of the future Runway 13/31 project. Joe reported we will need to do a “runway safety area determination” to justify maintaining the runways current width of 100’ and length of 5,500’. FAA standards would suggest a 4,000’ length and 75’ width unless the City can justify same. Ed reiterated how critical the current runways are –
particularly the crosswind runway (13/31). Ed suggested that perhaps as many as 40% of all take-offs and landings occur on 13/31. Joe indicated an update of the Master Plan and ALP will need to reflect same. Ed also asked if it was possible to grind out the humps on 13/31 using City crews. John will discuss with Steve Hargis but if memory serves the previous humps were removed by contract (City may not have that type of equipment).

The fifth order of business was a report on fuel sales and hangar leases. Darrin distributed information on fuel sales which have been strong with the reduced fuel prices (lower wholesale purchase price). The City stays competitive within the 50 mile radius generally staying just below the average. There was a brief discussion on the topic from the last meeting on offering an additional discount for “pre-paid fuel purchases”. Delbert indicated such a program would provide limited savings to pilots while costing the City important revenues and increasing paperwork demands on Staff. There seemed to be little interest in offering additional discounts beyond the posted discounts approved from City Council.

A couple issues are surfacing regarding hangars. The City’s building lease to John Wyss (former Committee member since deceased) has expired and the family did a very good job of vacating the hangar. The building is in need of repair before leasing again. Larry Huff reiterated his desire and plans for the Hangar for his new 135 Charter business which is actively getting off the ground. John reported he and Larry have discussed a long-term hangar lease but there is no specific authorization to negotiate without a formal solicitation process unless the Airport Committee feels strongly otherwise. Delbert and Mike both suggested it is important to stay transparent and open in the affairs at the Airport so it was suggested that Staff initiate a Request for Proposals for the use of the Hangar. John agreed to expedite and to circulate a copy of same to be advertised in the RDN and posted at the Airport. Larry indicated that time is of the essence for his operation, but he recognized the need for the Airport to function appropriately. It was suggested proposals be accepted by August 31st for Council consideration at its next meeting on Sept. 6th.

The ground lease for Jim Sowers t-hangars also surfaced as the original lease (assigned to JRS Enterprises (Jim Sowers) from Vernon Holt in 1999) is set to expire on October 14th. The current lease allows the lessee to remove the structure within 6 months following termination or the building becomes the property of the City. Jim suggested it is not feasible to turn the asset over to the City without compensation. John reported on similar language in all ground leases at the Airport and suggested a resolution similar to that of Bill Hoertel’s ground lease extension. In that case, and with the intent of setting precedence, a ten year lease extension was provided at an increased lease rate while removing the right of the lessee to remove the building whereupon the asset would transfer directly to the City. John and Jim agreed to visit further on the issue.
Darrin also briefed the Committee on new FAA guidelines on “non-aeronautical uses” on airport properties. Specifically future FAA inspections can include the utilization of airport assets such as hangars and aprons for aviation use only. Joe indicated that there have been documented cases where airports sought to generate revenues by allowing storage of non-aviation equipment (i.e. vehicles, inoperable planes, RVs, boats) in hangars rather than their intended aviation uses. The suggestion was made to tighten up the language in the City hangar lease agreements to prohibit same in 2017. Ed suggested keeping our standards at a minimum rather than enforce vague FAA guidelines.

The final order of business was a status report from Cyndra on the Airport Business/Marketing Plan underway w/ Blaine Canada (a 90% MoDOT Aviation grant). Cyndra reported on the project’s progress including the final phase of lead generation and website improvements including a digital layout of the Airport Industrial Park. Cyndra anticipates completion of the final project by late 2016.

There being no further business the meeting was adjourned at 5:25 pm. Mike Matthews then provided a tour of the very impressive Brewer Science facility.
CITY OF ROLLA  
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Ordinance Authorizing Ch. 353 for the Rolla Apts. – Blight Determination, Development Plan, and Development Agreement

BUDGET APPROPRIATION (IF APPLICABLE) $10,000-12,000/year  
DATE: Sept. 6, 2016

COMMENTARY:

Several months ago, the City was approached by Robin Salomon and Tim Sansone regarding substantial renovation of the Rolla Apts. – a 150-unit low-income senior’s housing project at McCutchen and Tenth Street. The project has been owned by a St. Louis union’s charitable foundation since its construction some 36 years ago, using a federal (HUD) program at the time, which exempted the whole development from property tax assessment. New investors, Rolla Maryland LLC plan to acquire the project to perform a substantial renovation ($5-7 million) utilizing a tax credit program by the MO Housing Development Corporation.

The Developers advanced funds to cover the cost of the blight determination and the impact statement including the preparation of the Development Plan and negotiation of the attached development agreement. All of those documents have been completed and copies provided to the affected taxing districts for a public hearing that was held on August 15th. If the project receives City Council approval, the Developers plan to use the Rolla IDA for financing.

Recommendation: Final Reading authorizing Ch. 353 Redevelopment for Rolla Apartments and the phasing in of property tax assessment on the property.

ITEM NO.  \( \underline{\text{1}} \)
ORDINANCE NO. __________

AN ORDINANCE DESIGNATING A CERTAIN TRACT OF LAND IN THE CITY OF ROLLA, MISSOURI AS A "BLIGHTED AREA" PURSUANT TO CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED; APPROVING THE DEVELOPMENT PLAN FOR THE REDEVELOPMENT OF SUCH BLIGHTED AREA; APPROVING A DEVELOPMENT AGREEMENT RELATED THERETO; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Rolla Maryland LLC (the “Developer”) submitted a development plan (the “Development Plan”) to the City of Rolla, Missouri (the “City”) for the redevelopment of the apartment complex located at 1101 McCutchen Drive in the City (the “Redevelopment Area”); and

WHEREAS, the Development Plan includes a study by PGAV Planners (the “Blight Study”) indicating that the Redevelopment Area qualifies as a “blighted area,” as defined in the Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended (“Chapter 353”), and

WHEREAS, pursuant to Chapter 353, the City Council held a duly-noticed public hearing on August 15, 2016 (the “Public Hearing”) regarding the Development Plan and the grant of tax abatement contemplated thereby; and

WHEREAS, by reason of age, obsolescence, inadequate or outmoded design or physical deterioration, the Redevelopment Area has become an economic and social liability, and such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes; and

WHEREAS, the clearance, redevelopment, replanning, rehabilitation or reconstruction of the Redevelopment Area and the provision for such retail, commercial and public structures and spaces as may be appropriate, is necessary to and in the interest of the public health, safety, morals and general welfare of the people of the City; and

WHEREAS, the City Council finds that the redevelopment of the Redevelopment Area in accordance with the Development Plan is in the public interest and serves a public purpose; and

WHEREAS, the City desires to enter into a development agreement (the “Development Agreement”) among the City, the Developer, and the Rolla Preservation Redevelopment Corporation to set forth the terms upon which the Development Plan, including the granting of limited tax abatement contemplated therein, may be implemented;

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

Section 1: Upon due consideration of the Blighting Study and the testimony presented at the Public Hearing, it is hereby found, determined and declared that the Redevelopment Area described in Exhibit A-2 to the Development Plan is a “Blighted Area” as defined in Chapter 353 and the findings of the Blight Study are hereby adopted by the City Council. The City Council further finds that the clearance, redevelopment, replanning, rehabilitation or reconstruction of the Redevelopment Area are necessary and in the best interest of the City and its citizens.

Section 2: It is hereby determined, found and declared that approval of the Development Plan, attached hereto as Exhibit A and incorporated herein by reference, and construction of the redevelopment project described therein are necessary for the preservation of the public peace, property, health, safety, morals and welfare of the community and, as such, the Development Plan is hereby approved.

\[\sqrt{A.2}\]
Section 3: The City Council finds and determines that it is necessary and desirable to enter into the Development Agreement to set forth the terms upon which the Development Plan, including the granting of limited tax abatement contemplated therein, may be implemented. The Development Agreement shall be in substantially the form attached hereto as Exhibit B, which Development Agreement is hereby approved by the City Council with such changes therein as shall be approved by the officials of the City executing the same, such officials' signatures thereon being conclusive evidence of their approval thereof. The Mayor of the City is hereby authorized and directed to execute the Development Agreement on behalf of the City and the City Clerk is hereby authorized and directed to attest to the Development Agreement and to affix seal of the City thereto.

Section 4: The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability.

Section 5: It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 6: This Ordinance shall be in full force and effect from and after the date of its passage by the City Council and approval by the Mayor.


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

[Signature]
DEVELOPMENT AGREEMENT

FOR THE

1101 McCUTCHEN DRIVE REDEVELOPMENT AREA

AMONG THE

CITY OF ROLLA, MISSOURI,

ROLLA MARYLAND LLC

AND THE

ROLLA PRESERVATION REDEVELOPMENT CORPORATION

Dated:    , 2016
## Recitals

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## ARTICLE I

**INCORPORATED ITEMS; DEFINITIONS; EXHIBITS**

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**GENERAL PROVISIONS**

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Exhibit A - Legal Description of the Area
Exhibit B - Description of Work
Exhibit C - Form of Certificate of Substantial Completion
Exhibit D - Form of Transferee Agreement
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of this ______ day of ________, 2016 (this "Agreement"). by and among the CITY OF ROLLA, MISSOURI, a municipal corporation and political subdivision of the State of Missouri (the "City"), ROLLA MARYLAND LLC, a Missouri limited liability company (the "Developer"), and the ROLLA PRESERVATION REDEVELOPMENT CORPORATION (the "Corporation"), a Missouri urban redevelopment corporation (the City, the Developer and the Corporation may each be referred to herein as a "Party," and collectively as the "Parties").

RECITALS{te "Recitals" \n 1 3}

A. On July 28, 2016, the Developer submitted the “1101 McCutchen Drive Development Plan” (the “Development Plan”) for an area consisting of the approximately 150-unit apartment complex located at 1101 McCutchen Drive in the City and more particularly described on Exhibit A attached hereto (the “Redevelopment Area”).

B. The Development Plan contemplates the remediation of blighted conditions in the Redevelopment Area through the renovation and rehabilitation of the apartment complex located therein (the “Redevelopment Project”).

C. The Development Plan was submitted pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended (the “Act”).

D. Following a public hearing held on August 15, 2016, the City Council, on September ______, 2016, adopted Ordinance No. ________ (1) finding and declaring the Redevelopment Area to be a blighted area within the meaning of Section 353.020(2) of the Act, (2) approving the Development Plan and (3) authorizing and directing the City to enter into an agreement with the Developer and the Corporation in substantially the form of this Agreement.

E. The Parties desire to enter into this Agreement to provide for the process by which the Developer will complete or cause the completion of the Redevelopment Project and the terms upon which the Developer will obtain limited tax abatement for the Redevelopment Area.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated into this Agreement as an integral part hereof) and the promises, covenants and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE I{te "ARTICLE I" \n 1 4 C}

INCORPORATED ITEMS; DEFINITIONS; EXHIBITS{te "INTEGRATED ITEMS; DEFINITIONS; EXHIBITS" \n 1 4 C}

Section 1.01 Definitions{te "Section 1.01 Definitions" \n C \n 3}. In addition to the terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

"Act" means Chapter 353 of the Revised Statutes of Missouri, as amended.
"Affiliate" means any entity that is controlled by the Developer or controlled by the same entity, or entities that control the Developer.

"Approving Ordinance" means Ordinance No. _______, adopted by the City Council on September __, 2016.

"Assessor" means the Phelps County Assessor.

"Certificate of Substantial Completion" means the Certificate of Substantial Completion in substantially the same form as Exhibit C attached hereto, to be delivered by the Developer pursuant to Section 2.06.

"City" means the City of Rolla, Missouri

"City Code" means the Rolla Municipal Code, as the same may be amended from time to time.

"Collector" means the Phelps County Collector of Revenue.

"Construction Inspector" means such licensed engineer or architect either employed by or retained and designated by the City from time to time, and/or such individuals as may be designated to carry out inspections on behalf of the City’s planning and public works departments.

"Corporation" means the Rolla Preservation Redevelopment Corporation, an urban redevelopment corporation formed under the Act, and its permitted successors and assigns.

"Developer" means Rolla Maryland, L.L.C, and its permitted successors and assigns.

"Development Plan" means the 1101 McCutchen Drive Development Plan approved by the City pursuant to the Approving Ordinance.

"PILOTS" means the payments in lieu of taxes to be made by the Developer pursuant to Article IV.

"Redevelopment Area" means the real property described on Exhibit A attached hereto, upon which the Redevelopment Project will be constructed pursuant to this Agreement.

"Redevelopment Project" means the renovation and rehabilitation of the approximately 150-unit apartment complex located in the Redevelopment Area, including the completion of the Work.

"Relocation Plan" means the relocation policy set forth in Ordinance No. 3580, adopted by the City Council on October 20, 2003.

"Transferee Agreement" means the Transferee Agreement in substantially similar form to Exhibit D to be entered into in conjunction with certain transfers of property within the Redevelopment Area.

"Work" means the renovation and rehabilitation activities described on Exhibit B hereto.

Section 1.02 Exhibits (to "Section 1.02 Exhibits" in C.I 3). The following exhibits are attached to and incorporated into this Agreement:

-2-
ARTICLE II ("ARTICLE II"

REDEVELOPMENT PROJECT ("REDEVELOPMENT PROJECT"

Section 2.01 Redevelopment Project ("Section 2.01 Redevelopment Project" \& C \& 3). Subject to the terms and conditions of this Agreement, the Developer shall construct or cause the construction of the Redevelopment Project in accordance with the Development Plan and all applicable federal, state and local laws, rules, regulations, ordinances and approvals.

Section 2.02 Acquisition ("Section 2.02 Acquisition" \& C \& 3). The Developer or an Affiliate has acquired or has an option to acquire all real property within the Redevelopment Area necessary to complete the Redevelopment Project. The Developer will transfer title to the Redevelopment Area to the Corporation to initiate the tax abatement contemplated in Section 4.01 on or before the date specified in Section 2.04. The Corporation shall transfer title to the Redevelopment Area back to the Developer at the Developer’s request.

Section 2.03 Relocation ("Section 2.03 Relocation" \& C \& 3). The relocation of any person or business from the Redevelopment Area, if any, shall be completed in conformance with the Relocation Plan. The Parties acknowledge that no relocations are anticipated.

Section 2.04 Schedule ("Section 2.04 Schedule" \& C \& 3). The Developer shall cause the completion of the Redevelopment Project in accordance with the following schedule (subject to any excusable delay permitted by Section 3.01):

<table>
<thead>
<tr>
<th>Obtain building permits</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval or deemed approval of a Certificate of Substantial Completion</td>
<td>December 31, 2016</td>
</tr>
<tr>
<td>Transfer title to real property to Corporation</td>
<td>December 31, 2017</td>
</tr>
</tbody>
</table>

Section 2.05 City Approvals to Control ("Section 2.05 City Approvals to Control" \& C \& 3). The Developer shall obtain or cause to be obtained all necessary zoning, building and other permits and approvals in conjunction with the completion of the Redevelopment Project. Notwithstanding anything to the contrary contained herein or in the Development Plan, the applicable zoning, building and other permits and approvals shall control the specific development of the Redevelopment Project.

Section 2.06 Substantial Completion ("Section 2.06 Substantial Completion" \& C \& 3). After Substantial Completion of the Redevelopment Project in accordance with the provisions of this Agreement, the Developer shall furnish to the Construction Inspector a Certificate of Substantial Completion certifying the substantial completion of the Redevelopment Project. The Construction Inspector shall, within 60 days following delivery of the Certificate of Substantial Completion, carry out
such inspections as he deems necessary to verify to his reasonable satisfaction the accuracy of the
 certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the Construction Inspector unless, prior to the end of such 60-
 day period after delivery to the Construction Inspector of the Certificate of Substantial Completion, the Construction Inspector furnishes the Developer with specific written objections to the status of the Redevelopment Project, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the Construction Inspector or upon the lapse of 60 days after delivery thereof to the Construction Inspector without any
 written objections thereto, the Developer may record the Certificate of Substantial Completion with the Phelps County Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer’s agreements and covenants to complete the Redevelopment Project.

Section 2.07 Insurance [to "Section 2.07 Insurance" MCW 3]

(a) The Developer will cause there to be insurance for the Redevelopment Project as hereinafter set forth at all times during the process of constructing the Redevelopment Project and continuing (with respect to (i) and (ii) below) during the term of this Agreement. The policies for such insurance shall be placed with financially sound and reputable insurers licensed to transact business in the State of Missouri. The Developer shall, from time to time at the request of the City, furnish the City with “Accord” certificates of insurance on:

(i) Builder’s risk insurance, written on the so called “Builder’s Risk – Completed Value Basis,” in an amount equal to one hundred percent (100%) of the projected insurable value of the Redevelopment Project at the date of completion;

(ii) Property and casualty insurance to keep the Redevelopment Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible clauses). “Full Insurable Value” means the actual replacement cost of the Redevelopment Project;

(iii) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended (which for calendar year 2016 is equal to $2,734,567 for all claims arising out of a single accident or occurrence and $410,185 for any one person in a single accident or occurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended; and

(iv) Workers’ compensation insurance, with statutorily required coverage.

(b) Simultaneously with the execution of this Agreement and annually thereafter prior to the delivery of Certificate of Substantial Completion, the Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City Attorney) covering the Developer’s obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of “A-” or better). The Developer agrees to provide immediate written notice to the City when a cancellation, termination, expiration or modification of the applicable contractual liability policy occurs. 
ARTICLE III[tc "ARTICLE III" \n \& C]

EXCUSABLE DELAY[tc "EXCUSABLE DELAY" \n \& C]

Section 3.01 Excusable Delay[tc "Section 3.01 Excusable Delay" \& C \& 3]. Notwithstanding anything to the contrary contained herein, in the Development Plan or in the Approving Ordinance, the time periods provided for herein shall be automatically extended by the number of days of delay caused by actions or events beyond the control of the Developer (but not to exceed one year), including acts of God, labor disputes, strikes, lockouts, civil disorder, war, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with the construction or cause the construction of the Redevelopment Project (provided all conditions precedent to the issuance of said permits and/or authorizations have been met), shortage or delay in the shipment of material or fuel, governmental action, fire, unusually adverse weather conditions, wet soil conditions, unavoidable casualties, litigation relating to the Approving Ordinance or any element of the Redevelopment Project, or any causes beyond the Developer's reasonable control, or by any other cause that the City Administrator in his or her reasonable discretion determines may justify the delay (an "Excusable Delay"). The Parties agree that as of the date of this Agreement, no condition or event exists that would justify an Excusable Delay. The Developer shall notify the City in writing within 30 days after a claimed event of the cause of the Excusable Delay. An Excusable Delay shall not include any condition or circumstance caused or extended by the Developer, the Corporation or an Affiliate or attributable to actions or inaction by the Developer, the Corporation or an Affiliate.

ARTICLE IV[tc "ARTICLE IV" \n \& C]

TAX ABATEMENT[tc "TAX ABATEMENT" \n \& C]

Section 4.01 Tax Abatement[tc "Section 4.01 Tax Abatement" \& C \& 3]. Subject to the continuing compliance with this Agreement, after transfer of title to the Redevelopment Area to the Corporation pursuant to Section 2.02, the Redevelopment Area shall be subject to limited tax abatement as described below.

(i) Subject to paragraph (iii) below, for the first ten years following the Corporation's acquisition of the Redevelopment Area, real property taxes (including any PILOTs distributed to taxing districts) for the Redevelopment Area will be based on the assessed value of the Redevelopment Area, exclusive of improvements, upon acquisition by the Corporation, as calculated by the Assessor in accordance with Section 353.110 of Chapter 353.

(ii) Subject to paragraph (iii) below, for the next five years, the real property taxes for the Redevelopment Area will be based on an assessed value determined on the basis of 50% of the then-current market value of the Redevelopment Area as determined by the Assessor in accordance with applicable statutes.

(iii) If the annual amount of real property taxes (including any PILOTs) calculated pursuant to (i) or (ii) is less than the applicable annual amount shown on the table below, then an additional PILOT will be due in the amount necessary to cause the total real property taxes and
PILOTs to collectively equal the applicable annual amount shown on the table below (i.e., in no year will the total real property taxes and PILOTs be less than what is shown on the table below):

<table>
<thead>
<tr>
<th>Year</th>
<th>Minimum Taxes + PILOTs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>2</td>
<td>5,000</td>
</tr>
<tr>
<td>3</td>
<td>5,000</td>
</tr>
<tr>
<td>4</td>
<td>5,000</td>
</tr>
<tr>
<td>5</td>
<td>8,000</td>
</tr>
<tr>
<td>6</td>
<td>8,000</td>
</tr>
<tr>
<td>7</td>
<td>8,000</td>
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<tr>
<td>8</td>
<td>8,000</td>
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<tr>
<td>9</td>
<td>12,000</td>
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<tr>
<td>10</td>
<td>12,000</td>
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<td>11</td>
<td>12,000</td>
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<td>12,000</td>
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<tr>
<td>13</td>
<td>16,000</td>
</tr>
<tr>
<td>14</td>
<td>16,000</td>
</tr>
<tr>
<td>15</td>
<td>16,000</td>
</tr>
</tbody>
</table>

Following the time period described this subsection, the Redevelopment Area shall be subject to assessment and payment of all ad valorem taxes based on the full true value of the property.

(b) PILOTs shall be paid to the Collector annually by December 31. The Parties acknowledge their expectation that the real property tax bills provided by the Collector will reflect the appropriate amount of taxes and PILOTs due pursuant to this Agreement. However, the failure of the Collector to provide tax bills reflecting the appropriate amount of taxes and PILOTs due with respect to the Redevelopment Area pursuant to this Agreement will not excuse the Developer or any subsequent owner from paying all taxes and PILOTs by December 31 of the applicable year. PILOTs received by the Collector shall be distributed among all taxing districts whose property tax revenues are affected by the tax abatement provided herein on the same pro rata basis and in the same manner as ad valorem real property tax revenues.

Section 4.02 Subdivision [tc "Section 4.02 Subdivision" & C & 3]. The Parties acknowledge that the Redevelopment Area currently consists of one parcel. If such parcel is ever subdivided, the PILOTs required to be paid pursuant to this Agreement shall be allocated to each parcel based on the ratio of such parcel’s assessed value relative to the assessed value of the entire Redevelopment Area.

ARTICLE V [tc "ARTICLE V" & n & 1 & w & c] DEFAULT AND REMEDIES [tc "DEFAULT AND REMEDIES" & n & 1 & w & c]

Section 5.01 Default [tc "Section 5.01 Default" & C & 3]. The occurrence and continuance of the following shall constitute an “Event of Default”:

(a) the Developer or subsequent property owner fails to make or cause the punctual payment of the PILOTs owed on the due date and such failure is not cured to the City Attorney’s satisfaction within five (5) days after the City gives written notice of the default to the Developer.
or subsequent property owner (provided, however, that all PILOTs paid after their due dates will
be subject to interest and penalties at the same rate as late payments of real property taxes); or

(b) the Developer fails to timely perform in all material respects, any obligation or
covenant of the Developer under this Agreement, and such failure is not cured to the City
Attorney's satisfaction within thirty (30) days after the City gives written notice thereof to the
Developer, or if it cannot reasonably be cured within thirty (30) days, then, subject to Section
2.04 and Section 3.01, for such additional time as may be necessary to cure such default so long
as the Developer is diligently proceeding to effect a cure of such default.

Section 5.02 Remedies: Results of Termination [te "Section 5.02 Remedies: Results of
Termination" \(\text{V C A.M. 3}\).]

(a) Upon the occurrence of an Event of Default, (i) the City or any other taxing district
levying an ad valorem real property tax in the Redevelopment Area may bring an action against the
Developer or subsequent property owner to enforce any remedy available by law, including specific
performance to enforce any payments due under this Agreement, and/or (ii) the City may terminate this
Agreement. Delinquent PILOTs shall bear interest at the same rate as delinquent ad valorem real
property taxes from the date such delinquent PILOTs were first due.

(b) Upon the termination of this Agreement pursuant to this Section, a declaration of
abandonment shall be filed with the Phelps County Recorder of Deeds, and the Redevelopment Area shall
from that date be subject to assessment and payment of all ad valorem taxes based on the true full value of
such real property.

ARTICLE VI [te "ARTICLE VI" \(\text{V M W C}\)]

GENERAL PROVISIONS [te "GENERAL PROVISIONS" \(\text{V M W C}\)]

Section 6.01 Modifications; Successors and Assigns [te "Section 6.01 Modifications;
Successors and Assigns" \(\text{V C A.M. 3}\]. The terms, conditions and provisions of this Agreement and of the
Development Plan shall not be modified or amended except by mutual agreement in writing among the
City, Developer and the Corporation (provided that if the Corporation has already transferred property to
the Developer pursuant to Section 2.02, no agreement of the Corporation is necessary). This Agreement
shall be binding upon and inure to the benefit of the City, the Developer and the Corporation and their
respective assigns and successors in interest or title to all or any portion of the Redevelopment Area;
provided, however, the Corporation and the Developer may not assign its rights under this Agreement
except in accordance with the provisions of Section 6.02.

Section 6.02 Right to Transfer the Redevelopment Area [te "Section 6.02 Right to
Transfer the Redevelopment Area" \(\text{V C A.M. 3}\].

(a) Transfer. Subject to the provisions of subsection (c) below, the Developer may
voluntarily sell, lease, assign, transfer, convey and/or otherwise dispose of (hereinafter collectively
referred to as a "Transfer") its interest in the Redevelopment Area or any portion thereof to any entity
without the City's prior written consent, if the transferor provides written notice to the City within thirty
(30) days following such Transfer. Upon a Transfer, unless otherwise expressly elected by the transferor,
all of the transferor's rights and obligations hereunder with respect to the subject property, including,
without limitation, those concerning construction, maintenance, use, tax abatement and the payment of

\[\sqrt{A\,13} \]
PILOTs, shall transfer to such transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the subject property.

(b) Assignment by Developer. The Developer may assign its rights and obligations under this Agreement with the consent of the City, which consent shall not be withheld so long as the proposed assignee provides evidence to the City Attorney's satisfaction that it will satisfy the requirements of Section 2.07 and Section 6.10 at the time of assignment.

(c) Transfer to Third Party Prior to Completion of Construction. If the proposed Transfer (1) is to a party other than the Corporation or an Affiliate and (2) occurs before the City's acceptance of a Certificate(s) of Substantial Completion, then such Transfer shall be subject to the requirements of subsection (d) below and to the City's prior written consent (which consent shall not be unreasonably withheld or delayed upon a reasonable demonstration that the proposed transferee is sufficiently experienced and financially capable to undertake and complete the Redevelopment Project). In the event of any Transfer under this Subsection, all rights and obligations of the transferor hereunder with respect to the subject property, including, without limitation, those concerning construction, maintenance, use, tax abatement and the payment of PILOTs, shall transfer to the transferee, and the transferor shall be released from any and all further obligations under this Agreement with respect to the subject property.

(d) Transferee Agreement. For all Transfers under subsection (c) above, the transferor shall require the proposed transferee to execute a Transferee Agreement with the City in substantially the form attached as Exhibit D. No such Transfer shall occur without the prior execution of a Transferee Agreement with the City. The parties agree that the intention of each Transferee Agreement is to protect the transferee and the City by ensuring that transfers of property within the Redevelopment Area receive actual notice of the rights, duties and obligations contained in this Agreement prior to taking ownership, and nothing contained in a Transferee Agreement that is in accordance with Exhibit D shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to this Agreement.

(e) Financing. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent or Transferee Agreement shall be required in connection with, the right of a party to encumber or collaterally assign its interest in the Redevelopment Area or any portion thereof or its rights and interests in this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; provided that all entities lending credit to such party that will obtain a secured interest in the party's interest in such portion of the Redevelopment Area and Redevelopment Project, through a mortgage, deed of trust or other security interest, will subordinate their rights and interests under such mortgage, deed of trust or other security interest to the payment of the PILOTs in the same manner as if such PILOTs were real taxes.

Section 6.03 Indemnification and Hold Harmless[Te "Section 6.03 Indemnification and Hold Harmless " "A C " A 3].

(a) The indemnification and covenants contained in this Section shall survive expiration or earlier termination of this Agreement.

(b) The Developer hereby agrees that, anything to the contrary herein notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense
(including attorneys' fees and court costs) resulting from, arising out of, or in any way connected with (i) the Developer's or the Corporation's failure to comply with any provision of this Agreement, (ii) the negligence or intentional misconduct of the Developer, the Corporation or an Affiliate, or their respective officers, employees and agents, (iii) the presence of hazardous wastes, hazardous materials or other environmental contaminants on any property within the Redevelopment Area, or (iv) otherwise arising out of the construction of the Redevelopment Project, the adoption of the Development Plan or the administration of this Agreement. If the validity or construction of the Act, the Approving Ordinance and/or any other ordinance of the City adopted in connection with this Agreement or the Development Plan or affecting the proposed Redevelopment Project are contested in court, the Developer shall defend, hold harmless and indemnify the City from and against all claims, demands and/or liabilities of any kind whatsoever including, without limitation, any claim for attorney fees and court costs, and the Developer shall pay any monetary judgment and all court costs rendered against the City, if any.

(c) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or the Corporation for damages or otherwise if all or any part of the Act, the Approving Ordinance and/or any other ordinance of the City adopted in connection with this Agreement, the Development Plan or the Redevelopment Project 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.

(d) Notwithstanding the foregoing terms of this Section, the Developer is not obligated to defend, hold harmless or indemnify the City with respect to any matter or expense resulting from or arising out of the gross negligence or willful misconduct of the City.

Section 6.04 Notice[te "Section 6.04 Notice" Al C § 3]. Whenever notice or other communication is called for herein to be given or is otherwise given pursuant hereto, it shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

(a) In the case of the City, to:

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

with a copy to:

Gilmore & Bell, P.C.
One Metropolitan Square
211 N. Broadway, Suite 2350
St. Louis, Missouri 63102
Attention: Mark D. Grimm

(b) In case of the Developer, to:

Rolla Maryland LLC
c/o Sansone Group
120 S. Central Avenue, Suite 500
Section 6.05 Severability. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement, or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the Parties.

Section 6.06 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 6.07 Developer’s Right of Termination. At any time the Developer may, by giving written notice to the City and the Corporation, terminate this Agreement. Upon termination of this Agreement, the Parties shall have no further rights or obligations hereunder except as may expressly survive termination.

Section 6.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 6.09 Reimbursement of City Expenses. The Developer shall reimburse the City or cause reimbursement to the City for the

-10-

Y. A. 16.
Section 6.10 Federal Work Authorization Program. The Developer and any subsequent owner receiving tax abatement will comply with and satisfy the requirements of Section 285.530.2, RSMo., 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 Developer or subsequent owner shall provide such affidavit and documentation to the City upon execution of this Agreement and annually on or before November 15 of each year during the term of this Agreement, beginning November 15, 2017.

Section 6.11 Recording. The Developer shall, within 30 days of execution, record this Agreement in the real property records of the Phelps County Recorder of Deeds and upon such recording shall provide a copy to the City.

[Remainder of page intentionally left blank. Signature pages to follow.]
IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

CITY OF ROLLA, MISSOURI

(SEAL)

Attest:

Carol Daniels
City Clerk

STATE OF MISSOURI )

) SS

COUNTY OF PHELPS )

On this day of 2016, before me appeared LOUIS J. MADGITS, IV to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ROLLA, MISSOURI, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said LOUIS J. MADGITS, IV acknowledged said instrument to be the free act and deed of said City.

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

Name:
Notary Public - State of Missouri
Commissioned in

(SEAL)

My Commission Expires:
STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this ___ day of __________, 2016, before me appeared _________________, to me personally known, who, being by me duly sworn, did say that he is the _______ of ROLLA MARYLAND LLC, a Missouri limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited partnership's free act and deed.

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

Notary Public

(SEAL)

My Commission Expires:

[Development Agreement]
STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this ___ day of ______, 2016, before me appeared ________, to me personally known, who, being by me duly sworn, did say that he is the ________ of the Rolla Preservation REDEVELOPMENT CORPORATION, a Missouri redevelopment corporation, and that he is authorized to sign the foregoing instrument on behalf of said redevelopment corporation, and acknowledged to me that he executed the within instrument as said redevelopment corporation's free act and deed.

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

Notary Public

(SEAL)

My Commission Expires:
EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

{to "Exhibit A - Legal Description of the Area" in M 3 M C}
EXHIBIT B
DESCRIPTION OF WORK

H.B.D. CONSTRUCTION, INC.
5517 Manchester Avenue
Saint Louis, Missouri 63110
www.HBDconst.com 314-781-8009  Fax: 314-781-5214


Subject: Description of Work

Reference: The Rolla Apartments
1101 McCutcheon Drive, Rolla, MO 65401

To: Richard Smith

Re: Description of Work

We are providing the following proposal of the significant work to be performed at The Rolla Apartments. We emphasize that the following list contains the anticipated work to be performed on 150 apartment units and 150.60 square feet of the common area. We have excluded the following major work categories: Exterior Site Work, Exterior Building Structure, Interior Building Structure, and Apartment Units.

Exterior Site Work
- Provide floor covering, bench, trash cans & grading for better drainage
- Provide added landscaping, rock & shrubs
- Add the existing light, parking lot, fenced areas, & separate traffic circle in the middle of all units & shrubs
- Provide new garbage & new weighted walkway
- Provide new concrete approach for loading & delivery areas
- Reconstruct two new trash dunk stations in the parking of
- Rebuild the parking light fixtures with reflectors & add extra 48-Mill Light attached at the back side of the property
- Provide new desk-light fixture
- Repair and/or shampoo board
- New exterior sign at entrance & back of property
- Replace the two side door light poles

Exterior Building Structure
- Remove and repair the exterior door bumpers, window & D-frame, and exterior door frames, and exterior doors
- Repair the exterior doors in 65 apartments, to be performed in phases
- Paint with two new colors and trim & radiator cover trims
- Replace the window sills and trim with new window, exterior window and door units
- Replace and repair the interior door frames and interior doors

"Exhibit B - Description of Work" for Mc C

V. A. 22.
- Provide new emergency exit stairs at the rear of the buildings including new aluminum stairs, bays, elevators, automatic door operators, and emergency exit systems.
- Increase the buffer line between the drive-up curb and the main front entry door.
- Provide new, long windows between the drive-up curb and the main front entry door.
- Powerwash the side walkway, masonry.

**Interior Building Common Spaces**

- Provide new 3.5" doors around all apartment unit entry doors and finish.
- Install drywall around joints in the corridors & common spaces to mitigate moisture.
- Install a 15" buffer line and 12" buffer line in the community room.
- Provide new automatic door operators in the community room.
- Repaint and relocate the fire boxes.
- Replace the interior building signage in the stairwells. Also, upgrade new light fixtures and repaint the stairwells.
- Modernize the existing elevators with new microprocessor control, new leveling systems, new power units, new door operators, new cars, new all-weather, and new wiring. This modernization includes replacing the elevator's service to meet current standards.
- Install the new building and water tower when scheduling the final electrical work and install a new water tower in the 2nd floor.
- Upgrade and replace the HVAC systems in the community, corridors, and common areas. Provide new exhaust fans in the 1st floor.
- Repaint the common areas, the stairway patterns on all the walls, and paper to break an ergonomic color.
- Upgrade the interior building signage for better visibility.
- Provide a new fire alarm panel with battery backup throughout the building.
- Expand and refurbish the management offices.

**Apartment Units**

- Refinish the walls in the tenant kitchen per tenant request.
- Provide new bathroom mirrors, lights, and fixtures as needed in all 151 apartment units.
- Replace drywall at the windows in the Apartment unit identified in the Rehab Checklist dated 7/1/2016, as needed on spot
- Replace bathroom sink, tap, and fixtures in the 134 units. The ADA must be installed.
- Provide a new overhead frame to replace all existing 127 apartment units, countertops in 147 apartment units, and provide cabinet doors and replace flooring in 151 apartment units per the Rehab Checklist dated 7/1/2016.
- Provide 107 new refrigerators, 137 ranges, and 148 ranges for the 151 units, identified in the Rehab Checklist dated 7/1/2016. Additional, provide new countertop microwaves in all 151 apartment units.
- Provide new ADAcompliant toilets in 88 apartment units per the Rehab Checklist dated 7/1/2016.
- Provide new high-quality style features at 100 apartments, and the ADA maintenance.
- Provide 251 new PBAC units and 252 wall frames in the apartment units identified per the Rehab Checklist dated 7/1/2016.
- Provide 36 new power ventilation fans to move to be installed into the units identified in the Rehab Checklist dated 7/1/2016.
- Provide new toilet or commodes and water pipes for units.
- Rebuild the existing electrical wall switches and fixtures.
- Replace 60 hot water heaters in 60 apartment units per the Rehab Checklist dated 7/1/2016.
- Provide new smoke detectors in apartment units, hallways, and bedrooms.
- Upgrade the Nurse Call system in all units to include monitoring. These units will be a pull type unit with a 24-hour clock that will be replaced with coded transmitters, nurse call repeaters, and a central computer which will be monitored by on-site management and/or 3rd party remote monitoring.
- Performance ceramic tile and grout work, 1500 call points.
- Replace unit signage

We trust this outline the significant work items and how the hand over, tenant and maintenance staff will benefit once these improvements are complete.

Final note: Additional information is needed.

Thank you,

[Signature]

[Company Name]

5517 W 11th Ave, Seattle, WA 98107

Office: 206.517.0249 | Fax: 206.517.0248 | M: 425.834.0796

Web: www.bdg.com
EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION
(See "Exhibit C - Form of Certificate of Substantial Completion" in MAM-C)

CERTIFICATE OF SUBSTANTIAL COMPLETION

ROLLA MARYLAND LLC (the "Developer"), pursuant to that certain Development Agreement dated as of ____________, 2016 (the "Agreement"), among the City of Rolla, Missouri (the "City"), the Developer and the Rolla Preservation Redevelopment Corporation, hereby certifies to the City as follows:

1. That as of ____________, 20__, the Redevelopment Project has been substantially completed in accordance with the Agreement.

2. The Redevelopment Project has been completed in a workmanlike manner and in accordance with all applicable zoning, building and other permits issued by the City.

3. Lien waivers for the Redevelopment Project have been obtained.

4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein, certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Redevelopment Project.

6. The City's acceptance (below) in writing to this Certificate and the recordation of this Certificate with the Phelps County Recorder, shall evidence the satisfaction of the Corporation's agreements and covenants to complete the Redevelopment Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of the City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ___ day of ___

ROLLA MARYLAND LLC

By:
Name:
Title:

ACCEPTED:

CITY OF ROLLA, MISSOURI

By: Mayor

(Inser: Notary Form(s) and Legal Description)
EXHIBIT D

FORM OF TRANSFEREE AGREEMENT

[Inc "Exhibit D - Form of Transferee Agreement" in \ref 3 W.C] This TRANSFEREE AGREEMENT ("Transferee Agreement") is entered into this ___ day of ____________, 20__, by and between the CITY OF ROLL A, MISSOURI (the "City") and ____________, a _______ corporation ("Transferee").

RECITALS

A. The Redevelopment Area (as defined in the hereinafter defined Development Agreement) to be purchased by Transferee and legally described in Exhibit A attached hereto (the "Redevelopment Project") is part of the Redevelopment Project described in the 1101 McCutcheon Drive Development Plan (the "Development Plan") approved by the City pursuant to Ordinance No. ___ adopted by the City Council on __________, 2016 (the "Approving Ordinance").

B. The Redevelopment Area and the Redevelopment Project are subject to that certain Development Agreement for the 1101 McCutcheon Drive Redevelopment Area dated as of ____________, 2016 (the "Development Agreement") among the City, Rolla Maryland LLC (the "Developer") and the [__________] Redevelopment Corporation, which Development Agreement was recorded in the Phelps County Recorder of Deeds Office on ____________, 2016, as Document No. ____________.

C. Section 6.02 of the Development Agreement requires, as a condition precedent to certain transfers of the Redevelopment Area, that the proposed transferee enter into and deliver to the City this Transferee Agreement, obligating the Transferee to comply with the requirements of the Development Plan and the obligations of the Developer under the Development Agreement.

D. The parties desire to enter into this Transferee Agreement in order to satisfy the conditions precedent set forth in Section 6.02 of the Development Agreement.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, City and Transferee agree as follows:

1. The Transferee has entered into a purchase contract with the Developer, or an authorized successor and assign, pursuant to which the Transferee will acquire the Redevelopment Area.

2. The Transferee acknowledges that it has been provided with and/or has reviewed the Approving Ordinance and the Development Agreement.

3. The Transferee acknowledges and agrees that its acquisition, use and enjoyment of the Redevelopment Area and any future disposition of the Redevelopment Area are subject to the terms of the Development Agreement.

4. The Transferee acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of the Redevelopment Area, the obligations of the Development Agreement shall continue and shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective subsequent transferees as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the Development Agreement. The Transferee assumes the duty to notify any purchaser, tenant, transferee or
other possessor of the Redevelopment Project of its rights, duties and obligations under the Development Agreement.

5. The parties agree that the intention of this Transferee Agreement is to ensure that Transferee has actual notice of the rights, duties and obligations contained in the Development Agreement prior to taking ownership of the Redevelopment Area, and nothing contained in this Transferee Agreement shall be deemed to impose any rights, duties or obligations that are not imposed pursuant to the Development Agreement.

6. This Transferee Agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF ROLLA, MISSOURI

(Signed)

By: Mayor

Test:

City Clerk

[TRANSFEREE]

By: Name:
    Title:

D-2
EXHIBIT A
DEVELOPMENT PLAN

[On file with the Office of the City Clerk]
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Ordinance Approving a Development Agreement Pertaining to the Westside Marketplace Development Plan

BUDGET APPROPRIATION (IF APPLICABLE) $22 Million     DATE: September 6, 2016

COMMENTARY:

For two plus years, the City and County have been working toward the redevelopment of substantial property north of the Kingshighway Interchange having selected UTW Rolla Development as the “preferred developer”. Tax Increment Financing and substantial transportation improvements were essential mechanisms to leverage the substantial private investment. Following months of deliberation on the project scope the County’s TIF Commission provided a unanimous recommendation to approve the redevelopment plan and use of TIF. The attached Redevelopment Agreement is the key document at this point that details the obligations of each of the parties. The project consists of a Menard’s Store plus 120,000 square feet of additional retail. The Phelps County Commission approved the Agreement, use of TIF, and the Redevelopment Plan on Tuesday, August 30th.

While the project continues to make slow, steady progress, the project is ultimately contingent on approval of the Move Rolla Transportation District, which should proceed through 2016.

Recommendation: Final Reading.

ITEM NO. 31.
ORDINANCE NO. _____

AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT IN CONNECTION WITH THE WESTSIDE MARKETPLACE REDEVELOPMENT PLAN.

WHEREAS, Phelps County, Missouri (the “County”) has approved The Westside Marketplace Redevelopment Plan (the “Plan”) and a redevelopment project (the “RPA 1 Redevelopment Project”) for the portion of the redevelopment area described in the Plan as “RPA 1,” all pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the City desires to enter into a redevelopment agreement among the City, the County, UTW Rolla Development, LLC (the “Developer”) and UTW Rolla Project, Inc. with regard to the development of the RPA 1 Redevelopment Project (the “Redevelopment Agreement”);

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

Section 1: The City Council finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement to assist the County in implementing the RPA 1 Redevelopment Project. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement. The City Clerk is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, which Redevelopment Agreement is hereby approved by the City Council, with such changes therein as shall be approved by the officer of the City executing the same, such approval to be conclusively evidenced by such officer’s execution of the Redevelopment Agreement.

Section 2: The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability.

Section 3: This Ordinance shall be in full force and effect from and after the date of its passage by the City Council and approval by the Mayor.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
REDEVELOPMENT AGREEMENT

among

PHELPS COUNTY, MISSOURI,
CITY OF ROLLA, MISSOURI,
UTW ROLLA DEVELOPMENT, LLC,
and
UTW ROLLA PROJECT, INC.
dated as of

______________, 2016

ROLLA WESTSIDE MARKETPLACE REDEVELOPMENT AREA
REDEVELOPMENT PROJECT AREA 1
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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of __________, 2016, by and among PHELPS COUNTY, MISSOURI, a third-class county and political subdivision of the State of Missouri (the "County"), the CITY OF ROLLA, MISSOURI, a third-class city and political subdivision of the State of Missouri (the "City"), UTW ROLLA DEVELOPMENT, LLC, a Missouri limited liability company (the "Developer"), and UTW ROLLA PROJECT, INC., a Missouri corporation (the "Noteholder"). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in Article I of this Agreement.)

RECITALS

A. The County Commission created the Tax Increment Financing Commission of Phelps County, Missouri (the "TIF Commission") and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act").

B. On September 10, 2015, the County Commission authorized the distribution of a request for redevelopment proposals for an approximately 154-acre tract of land located north of I-44 near the Kingshighway interchange (as further described on Exhibit A attached hereto, the "Redevelopment Area"), which Redevelopment Area is partially in the City and partially in the unincorporated portion of the County.

C. The Developer timely submitted a proposal to the County for the redevelopment of the Redevelopment Area (the "Redevelopment Proposal"). The County received no other proposals.

D. On November 2, 2015, the City Council adopted Resolution No. 1849, authorizing the County to implement a tax increment financing project within the Redevelopment Area.

E. On November __, 2015, the County Commission adopted Resolution No. ____ accepting the Redevelopment Proposal and designating the Developer as the developer of the Redevelopment Area.

F. At the request of the County, PGAV Planners, a division of Peckham Guyton Albers & Viets, Inc., St. Louis Missouri, prepared "The Westside Marketplace Tax Increment Financing Redevelopment Plan" (the "Redevelopment Plan"), which divides the Redevelopment Area into three redevelopment project areas ("RPA 1," "RPA 2" and "RPA 3") and describes a redevelopment project for RPA 1 generally consisting of the development of approximately 330,000 square feet of retail buildings and associated site work and public infrastructure (as more fully described in the Redevelopment Plan, the "Redevelopment Project").

G. After all proper notice was given, the TIF Commission opened a public hearing in conformance with the TIF Act on January 27, 2016 and continued such hearing on February 24, 2016, March 23, 2016, May 4, 2016 and May 18, 2016. At such public hearing, all interested parties had the opportunity to be heard and the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan, the Redevelopment Area and the Redevelopment Project. After the conclusion of the public hearing on May 18, 2016, the TIF Commission passed a resolution recommending that the County Commission approve the Redevelopment Plan, designate the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act, approve the Redevelopment Project and adopt tax increment financing within RPA 1.
H. On August __, 2016, after due consideration of the TIF Commission’s recommendation and making each of the findings required by Section 99.810 of the TIF Act, the County Commission adopted Order No. _____ approving the Redevelopment Plan and designating the Redevelopment Area as a “redevelopment area” pursuant to the TIF Act.

I. On August __, 2016, the County Commission adopted (1) Order No. ____ approving the Redevelopment Project and adopting tax increment financing within RPA 1 and (2) Order No. ____ authorizing the County to execute and enter into this Agreement.

J. On August __, 2016, the City Council adopted Ordinance No. ____ authorizing the City to execute and enter into this Agreement.

K. The County Commission and the City Council hereby determine that the implementation of the Redevelopment Project and the fulfillment generally of this Agreement are in the best interests of the County and the City, and the health, safety, morals and welfare of their respective residents, and in accord with the public purposes specified in the Redevelopment Plan.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“Additional City Revenues” means an amount equal to 50% of the sales tax revenues resulting from taxable sales in RPA 1 that are actually received by the City from its 0.5% capital improvements sales tax and 0.5% transportation sales tax and are not otherwise required to be deposited into the Special Allocation Fund by operation of the TIF Act (i.e., TIF will capture 50% of such sales tax revenues so Additional City Revenues will be an amount equal to 50% of remaining revenues after the TIF capture). Notwithstanding the foregoing, if TIF Bonds can be issued to refund all outstanding TIF Notes based on a lesser amount of Additional City Revenues, then Additional City Revenues may be reduced to the amount set forth in the trust indenture associated with the issuance of such TIF Bonds.

“Additional City Revenues Account” means an account of the Special Allocation Fund into which Additional City Revenues are deposited.

“Agreement” means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“Approved Site Plans” means the site plans reflecting the entirety of the Work and the Redevelopment Project approved by all entities required to approve a site plan pursuant to the Municipal Code and Section 3.8, as such site plans may be amended from time to time in accordance with the Municipal Code and Section 3.8.
"Available Revenues" means all money on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account, (b) subject to annual appropriation, (i) the EATS Account, (ii) the On-Site District Revenues Account and (iii) the Additional City Revenues Account, and (c) all money in any other account of the Special Allocation Fund into which money that has been appropriated to the repayment of the TIF Obligations has been deposited, excluding in each case (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City or the District that is the subject of a suit or other claim communicated to the City or the District that challenges the collection of such sum.

"Bond Counsel" means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys selected by the County of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Proceeds" means the net cash proceeds from the sale of TIF Bonds available for deposit in the Project Fund (after deposit of funds for Issuance Costs, capitalized interest and any debt service reserve), together with any interest earned thereon.

"Certificate of Reimbursable Redevelopment Project Costs" means a document, substantially in the form of Exhibit D attached hereto, delivered by the Developer to the City and which, upon the City’s written acceptance thereof (as agent of the County), will evidence Reimbursable Redevelopment Project Costs incurred.

"Certificate of Substantial Completion" means a document, substantially in the form of Exhibit C attached hereto, delivered by the Developer and which, upon the County’s and the City’s written acceptance thereof, will evidence the Developer’s satisfaction of all obligations and covenants to perform the Work. The Certificate of Substantial Completion does not constitute a final occupancy certificate, final inspection certificate, or other documentation required by the Municipal Code to occupy the Redevelopment Project or any portion thereof.

"City" means the City of Rolla, Missouri, a third-class city and political subdivision of the State of Missouri.

"City Administrator" means the person duly appointed as City Administrator pursuant to the Municipal Code.

"City Council" means the City Council of the City.

"Concept Site Plan" means the site development plan attached as Exhibit B hereto and incorporated herein by reference, depicting the conceptual program for construction of the Work.

"Construction Plans" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections approved by the City in accordance with the Municipal Code and this Agreement.

"County" means Phelps County, Missouri, a third-class county and political subdivision of the State of Missouri.

"County Commission" means the County Commission of the County.

"Developer" means UTW Rolla Development, LLC, a Missouri limited liability company, or its permitted successors in interest or assigns.

"District" means the Move Rolla Transportation Development District, to be created by joint petition of the City and County and approval of the qualified voters within such District.

"District Sales Tax" means the sales tax to be levied by the District on all retail sales made in the District Boundaries that are subject to taxation pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, with such exceptions as are set forth in the TDD Act.

"EATS Account" means an account of the Special Allocation Fund into which 50% of the Economic Activity Taxes are deposited pursuant to Section 99.845 of the TIF Act.

"Economic Activity Taxes" shall have the meaning ascribed to such term in Section 99.805 of the TIF Act, but not including any taxes that are excluded from tax increment financing by Missouri law.

"Excess Property" means the real property identified in the map attached as Exhibit I hereto, which real property was acquired or will be acquired by the Developer in connection with the completion of the Redevelopment Project, but is not needed for the on-going operation of the Redevelopment Project. Any Excess Property conveyed to the City will be subject to easements for the installation, operation and maintenance of stormwater facilities and other utilities needed to serve the Redevelopment Project.

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals related to the creation of the District required by the Municipal Code, this Agreement or other applicable laws and regulations for the implementation of the Redevelopment Project.

"Issuance Costs" means all costs reasonably incurred by the County and the City in furtherance of the issuance of the TIF Obligations including, but not limited to, the fees and expenses of financial advisors and consultants, the County's and City's attorneys (including Bond Counsel, Special Counsel and disclosure counsel, if any), the Underwriter and Underwriter's counsel, the County's and the City's administrative fees and expenses (including fees and costs of planning consultants), underwriters' discounts and fees, and the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserve, the fees of any rating agency rating any TIF Obligations and any and all costs, including legal fees and expenses, incurred in defending any challenge to the establishment of the Redevelopment Plan, the adoption of tax increment financing or the validity of this Agreement or in enforcing the collection of TIF Revenues.

"Maximum Reimbursement Amount" means $22,000,000 (or such lesser amount as determined pursuant to Section 5.6) plus Issuance Costs (which may include reimbursement to the Developer for any such costs paid by the Developer) and accrued interest on the TIF Notes and less the TDD Contribution.

"Municipal Code" means the Rolla City Code, as may be amended from time to time.
“Note Order” means the order of the County authorizing the TIF Notes, any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

“Noteholder” means UTW Rolla Project, Inc., a Missouri corporation, or its permitted successors or assigns.

“On-Site District Revenues” means the District Sales Tax revenues generated from taxable sales occurring within RPA 1 and which are not otherwise required to be deposited into the Special Allocation Fund by operation of the TIF Act.

“On-Site District Revenues Account” means the account of the Special Allocation Fund into which On-Site District Revenues are deposited.

“Party(ies)” means the County, the City, the Developer and the Noteholder, singularly or collectively, as applicable.

“Payments in Lieu of Taxes” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“PILOTS Account” means an account of the Special Allocation Fund into which Payments in Lieu of Taxes are deposited pursuant to Section 99.845 of the TIF Act.

“Planning and Zoning Code” means Chapter 42 of the Municipal Code, as may be amended from time to time.

“Preliminary Funding Agreement” means the Preliminary Funding Agreement dated May 5, 2014, between the City and the Developer, as amended from time to time in accordance with its terms.

“Prime Rate” means the prime rate reported in the “Money Rates” column or any successor column of The Wall Street Journal, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks. If The Wall Street Journal ceases publication of the Prime Rate, then “Prime Rate” shall mean the “prime rate” or “base rate” announced by Bank of America, N.A., or any successor thereto.

“Project Fund” means the Project Fund created in the Note Order.

“Property” means that portion of the real property (including, but not limited to, all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in RPA 1, other than and excluding any public rights-of-way and easements, that the Developer determines in its reasonable judgment is necessary for the implementation of the Redevelopment Project and the Work.

“Redevelopment Area” means the redevelopment area described in the Redevelopment Plan, which consists of three redevelopment project areas.

“Redevelopment Plan” means the plan entitled “The Rolla Westside Marketplace Tax Increment Financing Redevelopment Plan,” as approved by the County Commission pursuant to the TIF Plan Order, as such plan may from time to time be amended in accordance with the TIF Act.

“Redevelopment Project” means the construction of approximately 330,000 square feet of retail buildings within RPA 1 and the site work, public infrastructure and landscaping necessary to
accommodate such buildings, as described and/or shown in the Redevelopment Plan, the Redevelopment Proposal and the Concept Site Plan.

"Redevelopment Project Costs" shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

"Redevelopment Proposal" means the document, on file with the Clerk of the County Commission and incorporated herein by reference, submitted by the Developer, as amended by and subject to the provisions of the Redevelopment Plan, the Concept Site Plan and this Agreement.

"Reimbursable Redevelopment Project Costs" means those Redevelopment Project Costs described on Exhibit A, that are reimbursable to the Developer under the Redevelopment Plan and the TIF Act in accordance with this Agreement.

"Related Party" means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended, or any party controlled by or under common control with the Developer.

"Relocation Costs" means all costs incurred to relocate the occupants of and businesses in RPA I in accordance with the Relocation Policy, including, but not limited to, relocation payments to displaced persons or businesses, and all costs of implementing the Relocation Policy including costs of referrals, relocation specialists, planners, attorneys’ fees, brokers’ commissions and staff costs.

"Relocation Plan" means the relocation policy of the County adopted on January 12, 2016 pursuant to Order No. 2016-1-12(1).

"RPA I" means the portion of the Redevelopment Area described as “Redevelopment Project Area I” in the Redevelopment Plan and legally described on Exhibit A attached hereto.

"Special Allocation Fund" means the RPA I Account of the Rolla Westside Marketplace Special Allocation Fund authorized by the TIF Project Order.

"Special Counsel" means Gilmore & Bell, P.C., St. Louis, Missouri, or an attorney at law or a firm of attorneys selected by the County.

"State" means the State of Missouri.

"TDD Act" means the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended.

"TDD Contribution" means the payment of Reimbursable Redevelopment Project Costs from the proceeds of bonds issued by the District, as described in Section 3.12.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.830 to 99.865 of the Revised Statutes of Missouri, as amended.

"TIF Bonds" means any tax increment revenue bonds authorized and issued by the County in accordance with the TIF Act.
"TDD Project Agreement" means the Rolla West Transportation Project Financing and Maintenance Agreement to be entered into among the City, the District and the Developer, in substantially the form of Exhibit O attached hereto, as may be amended from time to time.

"TIF Commission" means the Tax Increment Financing Commission of Phelps County, Missouri.

"TIF Notes" means the tax increment revenue notes issued by the County pursuant to and subject to this Agreement and the Note Order in substantially the form as set forth in Exhibit E, to evidence the County’s limited obligation to repay Reimbursable Redevelopment Project Costs incurred by the Developer on behalf of the County in accordance with the TIF Act and this Agreement.

"TIF Obligations" means, collectively, the TIF Notes and the TIF Bonds.

"TIF Plan Order" means Order No. ____ adopted by the County Commission on August __, 2016, approving the Redevelopment Plan and designating the Redevelopment Area.

"TIF Project Order" means Order No. ____ adopted by the County Commission on August __, 2016, approving the Redevelopment Project and authorizing tax increment financing within RPA 1.

"TIF Revenues" means, collectively, Payments in Lieu of Taxes and 50% of the Economic Activity Taxes.

"Trustee" means the trustee or fiscal agent for any issue of TIF Obligations.

"Underwriter" means Stifel, Nicolaus & Company, Incorporated, or such other underwriting firm as mutually agreed upon by the City, the County and the Developer.

"Work" means all work necessary to complete the Redevelopment Project, including:

(a) construction of public improvements that will serve RPA 1 including, but not limited to:

   (1) storm and sanitary sewers, stormwater control, detention facilities and other infrastructure improvements required to obtain all necessary approvals and permits,
   (2) water mains,
   (3) construction, reconstruction and/or relocation of other utilities, and
   (4) all water, sewer, street and other infrastructure required to accommodate all of the uses proposed;

(b) demolition, excavation, mobilization and removal of all existing buildings and improvements located on the Property and clearing, grading and site preparation of the Property;

(c) construction of retail buildings, including parking facilities, screening and site landscaping in accordance with the Approved Site Plans;

(d) environmental remediation of the Property;

(e) all other work reasonably necessary to accommodate the construction of Redevelopment Project; and

(f) acquisition of the Property.
Notwithstanding the foregoing, "Work" does not include construction of the Menard’s home improvement store if the Developer provides evidence to the City that the Developer has conveyed a portion of the Property to Menard’s before the date on which the Developer is required to deliver the Certificate of Substantial Completion.

ARTICLE II

ACCEPTANCE OF PROPOSAL

2.1. Developer Designation. The County hereby selects the Developer to acquire the Property and perform the Work in accordance with the Approved Site Plans, the Redevelopment Plan, this Agreement and all Governmental Approvals and, subject to the provisions of this Agreement, grants the Developer the exclusive right to complete the Redevelopment Project. To the extent of any inconsistency among the foregoing, the Parties agree that the Work described in the Governmental Approvals shall govern so long as such approvals do not constitute a change to the Redevelopment Plan or Redevelopment Project as would, in the opinion of Special Counsel, require further hearing pursuant to the TIF Act.

2.2. Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to complete the Work, subject to the Developer’s right to abandon the Redevelopment Project and terminate this Agreement as set forth in Section 7.1. Additionally, and not by way of limitation:

(a) Advances Under Preliminary Funding Agreement. The Developer has heretofore advanced, or caused to be advanced, pursuant to the Preliminary Funding Agreement, the aggregate sum of $75,000 for certain Redevelopment Project Costs comprised of City and County planning, legal, administrative and other costs associated with the Redevelopment Project, the Redevelopment Plan, the Cost-Benefit Analysis and the negotiation of this Agreement. As of the date of this Agreement, no money remains under the Preliminary Funding Agreement.

(b) Advances Upon Execution of Agreement. Upon execution of this Agreement, the Developer agrees to advance to the City the sum of $55,000 to pay (1) the County’s and the City’s planning, legal, financial and other consultants, and (2) administrative costs and expenses that are incurred in connection with the approval of the Redevelopment Plan, the negotiation and administration of this Agreement, and the creation of the District.

(c) Advances Upon Issuance of Notes. Upon the initial issuance of the TIF Notes, the Developer agrees to pay all fees and expenses incurred by the County or the City relating to such TIF Notes and any other costs related to the approval of this Agreement to the extent they are not already provided for by subsection (b) above.

(d) Other Advances. In addition to any amounts payable under other provisions of this Agreement, if the funds provided pursuant to subsection (b) above have been fully expended, the Developer agrees to pay to the City such amount as may be required from time to time to pay (1) the County’s and the City’s planning, legal, financial and other consultants, and (2) administrative costs and expenses that are incurred in connection with the approval of the Redevelopment Plan and the negotiation and administration of this Agreement. The Developer shall pay such amounts within 30 days following delivery to the Developer of an invoice therefor.
(e) **No Waivers.** Payment of any advance under this Section will not waive any generally applicable application fee or other cost to the Developer associated with any Governmental Approval, including but not limited to application fees for zoning changes and costs of traffic studies and landscape review.

(f) **Return of Excess Funds.** Within 30 days after the County’s and the City’s acceptance of the Certificate of Substantial Completion for the Work, the City shall remit to the Developer any amounts that have been advanced under paragraphs (a), (b), (c) or (d) and that have not been spent for costs incurred by the City or the County pursuant to such paragraphs.

(g) **Advances to be Reimbursable.** All sums advanced under this Section shall constitute Reimbursable Redevelopment Project Costs to be reimbursed to the Developer from the proceeds of TIF Obligations issued as provided herein.

(h) **Advances upon Submission of Certificate of Substantial Completion.** Simultaneously with the delivery of the Certificate of Substantial Completion for the Work, the Developer agrees to advance to the City the sum of $25,000. The City may use such money for payment or reimbursement of legal and other third-party professional fees and expenses incurred by the City or the County in connection with (1) any action contesting the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the TIF Obligations or this Agreement, (2) any action for which the Developer is obligated to indemnify the City or the County pursuant to the terms of this Agreement or (3) any action contesting the assessed valuation of any Property within RPA 1 (excluding the portion on which Menard’s will be located). The deposit of funds pursuant to this subsection does not in any way mitigate or lessen the Developer’s obligation to pay or reimburse the County and the City for certain fees and expenses to the extent otherwise required by this Agreement, including but not limited to the Developer’s obligations under Sections 2.2 and 7.18.

ARTICLE III

OWNERSHIP OF THE PROPERTY; SCHEDULE; CONSTRUCTION OF REDEVELOPMENT PROJECT; GOVERNMENTAL APPROVALS

3.1. **Control of Property.**

(a) The Developer represents that it currently controls all of the Property required for construction of the Redevelopment Project.

(b) Notwithstanding anything to the contrary contained herein, prior to submitting a Certificate of Substantial Completion for the Work, the Developer shall (1) initiate proceedings to annex into the City any portion of the Property located in the unincorporated portion of the County, (2) transfer a portion of the Excess Property, as shown on Exhibit I hereto, to the City pursuant to the special warranty deed attached as Exhibit J hereto, and (3) grant to the City an option to acquire a portion of the Excess Property, as shown on Exhibit I hereto, pursuant to the option agreement attached as Exhibit K hereto.

3.2. **Relocation Assistance.** The Developer shall relocate those occupants or businesses displaced from any portion of the Property in accordance with the Relocation Plan and applicable law, except as may otherwise be agreed in writing by such displaced occupant or business and approved in
writing by the Developer, it being understood and agreed that any displaced occupant or business may waive his/her/their rights to statutory and other relocation benefits under the Relocation Plan or otherwise.

3.3. Project Construction.

(a) The Developer shall commence and complete the Work according to the following schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Time for Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer shall provide written certification to the City and the County that it has acquired all of the Property</td>
<td>July 1, 2017</td>
</tr>
<tr>
<td>Developer shall commence construction of the Work (commencement shall be indicated by the initiation of demolition, clearance and rough-grading activities)</td>
<td>September 1, 2017</td>
</tr>
<tr>
<td>Developer shall complete the Work (completion shall be indicated by the County’s and the City’s acceptance of a Certificate of Substantial Completion)</td>
<td>September 1, 2019</td>
</tr>
</tbody>
</table>

(b) Upon reasonable advance notice, the Developer and its project team shall meet with the City Administrator and such other City staff and consultants as designated by the City Administrator to review and discuss the design and construction of the Work to enable the City to monitor the status of construction and to determine that the Work is being performed and completed in accordance with this Agreement and the Planning and Zoning Code.

(c) Construction of the Work shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

3.4. Construction Contracts; Insurance. The Developer may enter into one or more construction contracts to complete the Work. All construction contracts entered into by or on behalf of the Developer shall state that the contractor has no recourse against the City or the County in connection with the contractor’s construction of the applicable portion of the Work. The Developer shall obtain or shall require any contractor to obtain workers’ compensation, commercial public liability and builder’s risk insurance coverage in amounts required by the County and the City pursuant to Section 7.10 and shall deliver evidence of such insurance to the County and the City. The Developer shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work.
3.5. Competitive Bids; Prevailing Wage; Federal Work Authorization.

(a) The Developer shall comply with all federal, State and local laws relating to the construction of the Redevelopment Project, including, but not limited to, Section 107.170, RSMo., and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Redevelopment Project or portions thereof. The County shall cooperate with the Missouri Division of Labor Standards to ensure that Annual Wage Orders are properly prepared and finalized in a timely manner.

(b) In addition to the requirements above, the Developer shall cause its general contractor to use reasonable efforts to solicit bids, when possible, from at least three qualified bidders for each aspect of the Work that is to be performed by any subcontractor. The Developer shall, upon request of the City or the County, submit copies of all bid solicitation materials and the bids received to the City or the County, as applicable. The Developer shall make good faith efforts to solicit bids from subcontractors located in the County and, when deciding between bids of the same quality and cost, shall give preference to the bid from the subcontractor located in the County, if any.

(c) With respect to any portion of the Work included in the Rolla West TDD Improvements (as defined in Section 3.12), the City, the County and the Developer shall also comply with all bidding requirements established by the District. The City and the County shall cause the District to adopt the competitive bidding procedures attached as Exhibit M hereto.

(d) The Developer acknowledges that it must comply with Section 285.530, RSMo., regarding enrollment and participation in a federal work authorization program with respect to its respective employees working in connection with the Redevelopment Project. The Developer represents and warrants that it is in compliance with Section 285.530, RSMo. at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

3.6. Governmental Approvals. The County and the City agree to cooperate with the Developer and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the applicable County orders, City ordinances, and laws of the State. Notwithstanding any provision of this Agreement to the contrary, the Developer may, upon reasonable cause shown by the Developer, request the Mayor and/or the Presiding Commissioner to extend or waive times for performance for up to 90 days. The Mayor and/or the Presiding Commissioner may, but is not required to, consent to such extensions or waivers for up to 90 days without further action by the City Council or the County Commission.

3.7. Concept Site Plan. The Concept Site Plan as set forth in Exhibit B is hereby approved. The Parties agree that the Concept Site Plan is preliminary and that the Developer may later separately submit a revised site plan for approval to the Planning and Zoning Commission and the City Council. The Approved Site Plans (and elevations to be included therein) as approved by the City pursuant to the Municipal Code will be deemed to define the scope of the Redevelopment Project for purposes of this Agreement and will govern the final design and construction thereof. The Developer and the City agree that the Approved Site Plans will contain substantially similar building and improvement locations, and other site enhancements as depicted in the Concept Site Plan, subject to any further review required under the Municipal Code.
3.8 Construction Plans.

(a) The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State. The Construction Plans and all construction practices and procedures with respect to the Work conform with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for public improvements. The Developer shall submit Construction Plans for approval by the City's building commissioner or his designee in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in Section 3.3, subject to delay or adjustment as necessary to meet tenant requirements. The plans shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plans and this Agreement.

(b) Before commencement of construction or during the progress of the Developer's Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within RPA 1 or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the County and the City, as applicable, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the County’s and the City’s advance written consent to any change that would, in the opinion of Special Counsel, result in such a change in the Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

3.9 Special Development Conditions. The Developer acknowledges that in consideration of the public participation in financing Redevelopment Project Costs, the County and the City expect that the Redevelopment Project will be of a quality design consistent with the regional prototype for each tenant. In addition, without limiting any future conditions imposed pursuant to the Municipal Code, the Developer hereby agrees as follows:

(a) The Developer shall comply with all applicable laws and regulations, including those promulgated under the Missouri Blasting Safety Act, in connection with blasting of any rock for the Redevelopment Project. A preblast survey shall be conducted for structures as required in accordance with 11 CSR 40-7 and for those structures included in the blast survey area illustrated on Exhibit F. The survey shall document the structural condition of each such house in a form reasonably acceptable to the City Administrator. Blasting cannot begin until the survey is submitted to the City Administrator. The Developer agrees that blasting shall not be conducted before ____ a.m. or after ____ p.m. or on any Sunday, unless approved by the City Council.

(b) The parking lots that are part of the Redevelopment Project shall be landscaped in substantial compliance with the landscaping plan attached as Exhibit N hereto, unless otherwise agreed to by the City Administrator.

(c) The site plans submitted by the Developer to the Planning and Zoning Commission must include walking trails throughout the Property that are reasonably acceptable to the City Administrator or his designee in design, location and specifications.
3.10. Tenant Selection.

(a) The Developer agrees to give consideration in tenant selection to any tenant that will produce a higher volume of sales taxes for the County and the City, all other economic terms and conditions being equal.

(b) Unless approved in writing by the City, the following types of uses shall not be permitted within RPA 1: adult entertainment, adult bookstores, bars and taverns (as defined in the Planning and Zoning Code) as a primary use, liquor stores as a primary use (but not including retail outlets of greater than 10,000 square feet specializing in sales of wine and other spirits), pawn shops, payday loan and similar uses, thrift or secondhand stores and retailers who engage primarily in buy-out or liquidation merchandise.

(c) Unless approved in writing by the City, non-retail uses (including, without limitation, medical/dental offices, bank branches, title offices and financial advisory firms) may not exceed five percent (5%) of the gross leasable square footage of the Redevelopment Project.

(d) Unless approved in writing by the City and the County, retail establishments currently located elsewhere in the County may not relocate into Redevelopment Project (it being understood that if a retail establishment does relocate into the Redevelopment Project, the County may make a finding that such relocation is a direct beneficiary of tax increment financing and adjust the base year level of Economic Activity Taxes as permitted in Section 99.805(4) of the TIF Act).

3.11. Certificate of Substantial Completion.

(a) Promptly after substantial completion of the Work, the Developer shall furnish a Certificate of Substantial Completion to the County and the City. The Certificate of Substantial Completion shall be in substantially the form attached as Exhibit C hereto.

(b) The County and the City shall, within 45 days following delivery of the Certificate of Substantial Completion, carry out such inspections as they deem necessary to verify to their reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the County and the City unless, prior to the end of such 45-day period after delivery to the County and the City of the Certificate of Substantial Completion, the County or the City furnishes the Developer with specific written objections to the status of the Work describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Substantial Completion by the County and the City or upon the lapse of 45 days after delivery thereof to the County and the City without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the Phelps County Recorder, and the same shall constitute evidence of the satisfaction of such Developer’s agreements and covenants to perform all of the Work.

3.12. Transportation Development District.

(a) The Developer acknowledges that the County and the City have jointly petitioned the Circuit Court of Phelps County for the creation of the District. The Developer shall cooperate in all manners with the creation of the District and the imposition and collection of the District Sales Tax, including, using its position as owner of the Property (or if the Developer has not yet closed on the purchase of the Property, causing the then-current owner of the Property) to vote for the establishment of the District and the imposition of the District Sales Tax.
(b) Pursuant to the TDD Project Agreement, the Developer shall cause the construction of the transportation improvements depicted on Exhibit H hereto (the “Rolla West TDD Improvements”). To provide payment and/or reimbursement for the costs of completing the Rolla West TDD Improvements, the TDD Project Agreement will include the following provisions:

1. The District will make a TDD Contribution of $4,500,000 (or such other amount required by Section 5.2(d) or otherwise mutually agreeable to the City, the County, the District and the Developer) from the proceeds of bonds issued by the District to fund a portion of the Reimbursable Redevelopment Project Costs associated with the Rolla West TDD Improvements.

2. The Developer will submit requisition certificates to the City (as agent of the District), which will forward approved requisition certificates to the bond trustee for payment, as described in the TDD Project Agreement.

3. The District will, subject to annual appropriation, transfer the On-Site District Revenues to the County for deposit in the On-Site District Revenues Account.

4. The District will agree that the District Sales Tax is subject to tax increment financing as contemplated by Section 99.845.3 of the TIF Act, and will take all actions necessary to transfer the appropriate amount of District Sales Tax revenues that constitute Economic Activity Taxes to the County for deposit in the EATs Account.

5. All costs of the Rolla West TDD Improvements in excess of the TDD Contribution shall be paid by the Developer (subject to reimbursement as provided in this Agreement for Reimbursable Redevelopment Project Costs).

6. The Developer will be responsible for funding the maintenance of all interior roadways, sidewalks and other transportation improvements included within the Rolla West TDD Improvements and identified as on Exhibit H as being maintained by the Developer.

(c) If the voters approve the creation of the District and the imposition of the District Sales Tax, the County and the City will, subject to any necessary legislative approvals, cause the District to finance the improvements described in (b) above in the manner described in the TDD Project Agreement.

(d) The County, the City and the Developer acknowledge and agree that the most efficient means of completing the grading work on the Property included in the Rolla West TDD Improvements will be to rely on the same party that is grading the Property for the development of the Redevelopment Project. Accordingly, the Developer, subject to the terms of the TDD Project Agreement, will complete the grading work associated with Rolla West TDD Improvements located on the Property (which cost shall be eligible for reimbursement pursuant to Section 4.2) and the County and the City will cause the District to fund the remaining portions of the Rolla West TDD Improvements (i.e., paving, etc.), subject to (b) above. The Developer acknowledges that the District’s bidding policies will apply to the construction of the Rolla West TDD Improvements and, accordingly, the Developer will comply with the bidding policies set forth in Exhibit M.
ARTICLE IV

REIMBURSEMENT OF-developer costs

4.1. City’s Obligation to Reimburse Developer. The County agrees to reimburse the Developer (or, at the Developer’s direction, the Noteholder), but solely from the proceeds of the TIF Notes and/or TIF Bonds as provided herein, for verified Reimbursable Redevelopment Project Costs in an amount not to exceed the Maximum Reimbursement Amount (plus accrued interest on any TIF Notes).

4.2. Reimbursement of Reimbursable Redevelopment Project Costs. Reimbursable Redevelopment Project Costs incurred by the Developer will be eligible for reimbursement as follows:

(a) Prior to the first submission of a Certificate of Reimbursable Redevelopment Project Costs, the Developer shall provide a legal opinion to the City and the County, in form acceptable to the Special Counsel, stating that each of the categories included in the project budget attached as Exhibit L hereto constitute costs that may be legally reimbursed pursuant to the TIF Act and this Agreement.

(b) The City and the County agree that the Developer is not limited to reimbursement for the specific amounts shown in the project budget categories included in Exhibit L, and that the actual amounts may vary so long as (1) the total reimbursement does not exceed the Maximum Reimbursement Amount and (2) the developer fee does not exceed $2,100,000.

(c) The Developer may submit to the City (as agent for the County), no more frequently than once per month, a Certificate of Reimbursable Redevelopment Project Costs in substantially the form attached as Exhibit D hereto. Such Certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement and the TIF Act.

(d) The City shall notify the Developer in writing within 45 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Redevelopment Project Costs. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a Reimbursable Redevelopment Project Cost under this Agreement and the TIF Act, the City shall so notify the Developer in writing within 45 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible (provided, however, that the City will not declare a cost ineligible under this Agreement and/or the TIF Act for reimbursement if the applicable Certificate of Reimbursable Redevelopment Project Costs is accompanied by the legal opinion referenced in (a) above). The Developer shall then have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City’s notification of any ineligible costs. The City shall then review and notify the Developer in writing within 45 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. If the City fails to approve or disapprove the Certificate of Reimbursable Redevelopment Project Costs within 45 days of submission, the Certificate shall be deemed approved. The City shall promptly send copies of each approved or deemed approved Certificate of Reimbursable Redevelopment Project Costs to the County. Notwithstanding anything to the contrary above, the maximum amount of reimbursement shall not exceed the Maximum Reimbursement Amount.
(e) The Developer shall provide such information as the City may request, and shall make its books and records available to the City, for the City to confirm that any cost qualifies under this Agreement and has been incurred and paid by the Developer, and not reimbursed by the Districts. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be initially borne by the City, but which is subject to reimbursement pursuant to Section 6.2.

4.3. County’s Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, the TIF Notes issued by the County for Reimbursable Redevelopment Project Costs are payable only from the Special Allocation Fund and from Bond Proceeds and from no other source.

ARTICLE V

OBLIGATIONS

5.1. Issuance of TIF Notes. Subject to the provisions of this Section, the County agrees to issue the TIF Notes, in the form substantially similar to Exhibit E hereto, to reimburse the Developer (or at the Developer’s request, the Noteholder) for Reimbursable Redevelopment Project Costs up to the Maximum Reimbursement Amount. The County may issue the TIF Notes in either a taxable and/or a tax-exempt series.

(a) Terms. The TIF Notes shall have the following terms:

(1) The TIF Notes shall initially bear interest at a fixed rate equal to (i) 6.0% if the interest on the TIF Notes (in the opinion of Bond Counsel) is not excluded from gross income for federal income tax purposes, or (ii) 4.5% if the interest on the TIF Notes (in the opinion of Bond Counsel) is excluded from gross income for federal income tax purposes. If (A) the Developer has complied with its obligations under Section 5.2, and (B) the County does not, within 270 days following the City’s acceptance or deemed acceptance of the Certificate of Substantial Completion, cause the issuance of the TIF Bonds, then commencing on the date which is 270 days following the City’s acceptance or deemed acceptance of the Certificate of Substantial Completion, the Taxable Rate and the Tax-Exempt Rate shall each be increased by four percent (4%) (provided, however, that in no event shall the interest rate on the TIF Notes exceed the rate permitted by law) from such date until the date that the TIF Bonds are issued in accordance with Section 5.2. Notwithstanding any provision herein to the contrary, the County shall be deemed to have satisfied its obligation to issue TIF Bonds pursuant to Section 5.2 if the County is unable to issue TIF Bonds in an amount sufficient to refund all of the outstanding TIF Notes issued to the Noteholder and the Noteholder does not consent to a partial refunding and issuance of Subordinate Notes (as described in Section 5.2(c)).

(2) Interest on the TIF Notes shall be compounded semi-annually.

(3) All TIF Notes shall have a stated maturity equal to the longest period permissible under the TIF Act.

(b) Conditions Precedent to Issuance of the TIF Notes. Within 15 business days after the Developer provides (1) written certification that it has closed (or will close simultaneously with the issuance of the TIF Notes) on the acquisition of the Property, (2) copies of executed leases for at least 120,000 square feet of retail buildings (not including the Menard’s home improvement store) to the
Special Counsel, which leases will obligate the respective tenants to stock and operate a retail establishment for at least one day following construction of such premises, and (3) the receipt of the consents referenced in Section 6.1(c), the County shall, subject to the approval of the Note Order, issue the TIF Notes subject to the limitations of Article IV and this Section. The TIF Notes shall be endorsed upon the acceptance by the City of additional Certificates of Reimbursable Redevelopment Project Costs subject to the limitations of Article IV and this Section. Upon the acceptance by the City (as agent of the County) of a Certificate of Reimbursable Redevelopment Project Costs and the issuance or endorsement of the TIF Notes as provided herein, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Notes and the County shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund from time to time.

5.2. TIF Bonds.

(a) When Issued. At the earliest practical time, but not later than 270 days after the County’s and the City’s acceptance or deemed acceptance of the Certificate of Substantial Completion, the County shall use its best efforts to issue or cause to be issued TIF Bonds in an amount sufficient to refund all of the then-outstanding TIF Notes provided that the market conditions for such TIF Bonds are such that the payment terms of the TIF Bonds are sufficiently favorable that reasonably prudent County financial officers would undertake such a refunding or refinancing of the TIF Notes.

(b) Application of TIF Bond Proceeds. The net proceeds of any TIF Bonds (after the payment of Issuance Costs, capitalized interest, accrued interest and required reserve funds) shall be used to refund the TIF Notes.

(c) Subordinate Notes. If it is not possible for the County to issue TIF Bonds to refund all of the then-outstanding TIF Notes upon sufficiently favorable terms that reasonably prudent County financial officers would agree to, then the County, with the consent of the Noteholder, may issue TIF Bonds to refund a portion of the then-outstanding TIF Notes. Any TIF Notes that are not refunded shall be then reissued as TIF Notes that are subordinate to the TIF Bonds (the “Subordinate Notes”). The Subordinate Notes shall have the same terms as described in Section 5.1 except (1) payment of principal and interest on the Subordinate Notes shall be fully subordinate to the payment of principal and interest on the TIF Bonds and (2) the interest rates on the Subordinate Notes shall equal (i) 8.0% if the interest on the Subordinate Notes (in the opinion of Bond Counsel) is not excluded from gross income for federal income tax purposes, or (ii) 6.5% if the interest on the Subordinate Notes (in the opinion of Bond Counsel) is excluded from gross income for federal income tax purposes. The County may, at any time, issue additional TIF Bonds to refund all of the then-outstanding Subordinate Notes.

(d) Increased TDD Contribution. Notwithstanding anything to the contrary contained in subsection (c) above, Section 3.12 or Section 5.1 to the contrary, if (1) TIF Bonds cannot be issued in an amount that will refund all outstanding TIF Notes and (2) a bond revenue study prepared by a consultant reasonably satisfactory to the County predicts Available Revenues to be greater than or equal to the amount of such revenues predicted by the Cost-Benefit Analysis, then the City and the County shall cause the District to increase the TDD Contribution by the lesser of $500,000 or the principal amount of Subordinate Notes that would otherwise be issued, and to use the additional amount of the TDD Contribution to refund TIF Notes simultaneously with the initial issuance of any TIF Bonds (so long as such issuance is completed within three years after the initial issuance of obligations by the District).

5.3. Cooperation in the Issuance of TIF Obligations. The Developer covenants to cooperate and take all reasonable actions necessary to assist the County and its Bond Counsel, the Underwriter, and investment bankers in the preparation of offering statements, private placement
memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Obligations, including disclosure of tenants of the Property and the non-financial terms of the leases between the Developer and such tenants. The Developer shall, if requested by the County, execute a continuing disclosure agreement or undertaking, whereby the Developer will be required to provide annual updates to certain operating information, including the information regarding tenant leases described above. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, its tenants or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the County's investment bankers, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

5.4. County to Select Bond Counsel and Consultants; Term and Interest Rate. The County may select, following consultation with the Developer, the Bond Counsel, financial advisors and consultants as the County deems necessary for the issuance of the TIF Bonds. The final maturity of the TIF Bonds shall not exceed the maximum term permissible under Missouri law. The TIF Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the County shall reasonably determine in conformance with the terms of this Agreement.

5.5. No Other Obligations or Uses of Available Revenues. So long as the Developer or the Noteholder holds any of the TIF Notes initially issued hereunder, the County shall not issue any other indebtedness or obligations secured by Available Revenues deposited into the account of the Special Allocation Fund from which such TIF Notes are secured (other than TIF Obligations to refund and refinance, and redeem and pay in full, such TIF Notes), and the County shall not use or apply any Available Revenues to pay any Redevelopment Project Costs other than the Reimbursable Redevelopment Project Costs. Following the redemption and payment in full of the TIF Notes, the County may utilize any excess Available Revenues that are not needed to pay the TIF Bonds or other outstanding TIF Obligations to pay any other authorized Redevelopment Project Costs.

5.6. Public Participation.

(a) Reasonable Rate of Return. The purpose of affording public assistance to the Redevelopment Project is to accomplish the stated public purposes and not to subsidize an otherwise economically-viable development project. While the County Commission has determined that the Redevelopment Project would not be undertaken but for the public assistance being provided, the Parties recognize that the ongoing profitability of the Redevelopment Project to the Developer is based upon projections that may or may not be fulfilled. To ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for the Developer with respect to the Redevelopment Project, the Parties agree that a reasonable level of return for the Redevelopment Project, using the method described on Exhibit G hereto, is an unleveraged rate of return of 10% (the "Maximum Rate of Return").

(b) Rate of Return Calculation. Before the earlier of (1) 90 days after the acceptance or deemed acceptance of the Certificate of Substantial Completion or (2) the issuance of TIF Bonds under Section 5.2, the Developer shall provide the most current project budget to the County and the City and a rate of return calculation made in the manner described in this Section and Exhibit G (the "Unleveraged Rate of Return Calculation"). If the calculated rate of return exceeds the Maximum Rate of Return, then (i) the Maximum Reimbursement Amount will be reduced to an amount that causes the rate of return calculation to equal the Maximum Rate of Return, (ii) the net proceeds from the TIF Bonds paid to the Developer and the principal amount of the Subordinate Notes, if any, will be limited to the Maximum
Reimbursement Amount, as reduced pursuant to this subsection, and (iii) any TIF Notes in excess of the Maximum Reimbursement Amount, as reduced by this Section, will be cancelled.

(c) Upon ten (10) days’ prior written notice within one (1) year of the Developer’s submission of the Unleveraged Rate of Return Calculation, any Party may cause an audit, at the requesting Party’s sole cost and expense, of the Developer’s calculation of the Unleveraged Rate of Return Calculation or the County’s and the City’s calculation of any adjustments to the principal amount of the TIF Notes and the Maximum Reimbursement Amount. The Party requesting the audit shall inform the other Parties of any discrepancy identified by the audit in writing along with a detailed explanation of the discrepancy. If no objections to the audit findings are provided in writing by the other Parties within ten (10) days, then findings of the audit shall be deemed final and the results of the audit shall be used in making or correcting the Unleveraged Rate of Return Calculation and/or the adjustment to the principal amount of the TIF Notes and the Maximum Reimbursement Amount pursuant to subsection (b). If any Party provides a written objection to the audit findings within ten (10) days, such Party may request a new audit by a mutually-agreeable independent firm or consultant, the costs of which shall be paid by the Party requesting the new audit. Absent manifest error, the findings of the additional audit shall be deemed final and shall be relied upon in making or correcting the Unleveraged Rate of Return Calculation and/or the adjustment to the principal amount of the TIF Notes and the Maximum Reimbursement Amount pursuant to subsection (b).

(d) Confidentiality. The County and the City shall maintain the confidentiality of the calculations prepared by the Developer and delivered to the County and the City in accordance with this Section using methods selected by the County and the City, which may include the use of outside consultants to perform the review required by this Section and/or reviewing relevant documents and calculations at the Developer’s place of business. The County and the City may engage consultants to perform the tasks required to implement this Section. To maintain confidentiality in the event that a request is made by a third party for the release of information contained in or related to a calculation required by this Section, the only information that will be released by the County or the City to such person will be a statement that (a) the Maximum Rate of Return was/was not exceeded and (b) if applicable, the principal amount of the TIF Notes cancelled in accordance with this Agreement.

5.7. Alternative Obligations. In lieu of the issuance of TIF Obligations pursuant to Section 5.1 and Section 5.2, the Developer may request that notes, bonds or other obligations be issued through a conduit issuer, such as an industrial development authority, reasonably acceptable to the County. If such a request is made, the County shall enter into a financing agreement with the conduit issuer wherein the County will agree to transfer Available Revenues to the conduit issuer for application in a manner consistent with the intent of Section 6.3. Notwithstanding the foregoing, the Parties agree that the maturity date of any such notes, bonds or other obligations issued by the conduit issuer may extend beyond the maximum maturity of any TIF Notes or TIF Bonds that could have been issued pursuant to Section 5.1 and Section 5.2 so long as (a) the maximum maturity date is no later than 30 years from the date of issuance, (b) the Maximum Reimbursement Amount is not increased, (c) the interest rates on such notes, bonds or other obligations do not exceed the interest rates permitted for the TIF Notes and (d) such notes, bonds or other obligations are not payable from any TIF Revenues after the expiration of tax increment financing. Additionally, the Developer may request that the District issue obligations secured by On-Site District Revenues so long as conditions (a)–(c) above are satisfied.
ARTICLE VI  
SPECIAL ALLOCATION FUND;  
COLLECTION AND USE OF TIF REVENUES

6.1. Special Allocation Fund. The County agrees to cause its County Treasurer or other financial officer to maintain the Special Allocation Fund, including within such fund a "PILOTS Account," an "EATS Account," an "On-Site District Revenues Account" and an Additional City Revenues Account." Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the County Commission, the County will, promptly upon receipt thereof, deposit all Payments in Lieu of Taxes into the PILOTS Account and all Economic Activity Taxes that constitute TIF Revenues into the EATS Account. Subject to annual appropriation by the City Council, the City shall promptly transfer all Additional City Revenues to the County for deposit in the Additional City Revenues Account. The County shall take such actions as it deems reasonable to cause the County Assessor and County Collector to perform all duties required to be performed pursuant to Section 99.845 of the TIF Act.

(a) Certificate of Total Initial Equalized Assessed Value. The County shall provide to the Developer, within 45 days after the County's receipt thereof, the County Assessor's calculation of the total assessed value of all taxable property within RPA 1, determined pursuant to Section 99.855.1 of the TIF Act.

(b) Certificate of Initial Economic Activity Tax Revenues. The County shall provide to the Developer and the City, within 45 days after the County's receipt thereof, a certification of the Economic Activity Taxes that were imposed by the County and generated from within RPA 1 in the calendar year prior to the adoption of tax increment financing for such area.

(c) Consent to Release of Sales Tax Information. The Developer shall cause each tenant to deliver a consent to disclose sales tax information allowing the County to make public sales tax information for the purposes of complying with reporting requirements contained in the TIF Act and making certain disclosures associated with any public offering of TIF Bonds. Receipt of such consent from each tenant shall be a prerequisite to the issuance of the TIF Notes.

6.2. Transfer of District Sales Tax Revenues. The County and the City shall cause the District to transfer all revenues from the District Sales Tax that are required to be deposited in the Special Allocation pursuant to the TIF Act to the County for deposit into the EATs Account as provided in Section 6.1. The County and the City shall cause the District to transfer all On-Site District Revenues that are required to be deposited in the Special Allocation pursuant to the transportation project agreement referenced in Section 3.12 to the County for deposit into the On-Site District Revenues Account as provided in Section 6.1.

6.3. Application of Available Revenues.

(a) The County hereby agrees to apply the Available Revenues to the payment of the TIF Notes as provided herein. Unless otherwise specified below, such money shall be applied to such payment (either by the County Treasurer or other financial officer or, at the option of the County, by the Trustee on behalf of the County) first from the On-Site District Revenues Account, then from the PILOTS Account, then from the EATS Account and then from the Additional City Revenues Account, as follows:
(1) Declare as surplus 25% of all Payments in Lieu of Taxes on deposit in the PILOTS Account and distribute such monies to the applicable taxing districts in the manner provided in the TIF Act;

(2) Pay arbitrage rebate, if any, owed with respect to the TIF Obligations under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

(3) Pay fees and expenses owing to the Trustee for the TIF Obligations, upon delivery to the County of an invoice for such amount;

(4) Pay fees and expenses incurred by the County and the City in the administration of the Redevelopment Plan and this Agreement, in an amount equal (i) for each calendar year up to and including the calendar year that the Certificate of Substantial Completion is approved or deemed approved, $5,000 per calendar year for the County and $15,000 per calendar year for the City and (ii) for each calendar year thereafter, $3,000 per calendar year for the County and $10,000 per calendar year for the City;

(5) Pay the extraordinary fees and expenses incurred by the County and the City relating to the Redevelopment Plan, this Agreement and all TIF Notes, including but not limited to (i) any litigation costs not paid by the Developer pursuant to Section 7.18 and (ii) the costs of responding to any audit, questionnaire or other request for information from the Internal Revenue Service regarding any TIF Obligations (provided, however, that any indenture relating to the TIF Notes shall limit the annual amount paid under this paragraph to $10,000 per calendar year and any indenture relating to the TIF Bonds shall provide an annual limit that is mutually agreeable to the County, the City and the Underwriter);

(6) Pay scheduled principal of, premium, if any, and interest becoming due (by reason of maturity or mandatory sinking fund redemption) on the TIF Obligations on each interest payment date;

(7) Replenish any deficiency in any debt service reserve fund; and

(8) Redeem TIF Obligations using all remaining Available.

(b) If TIF Bonds are issued, Available Revenues will be applied in the manner described in the trust indenture for the TIF Bonds, provided that such application shall be consistent with the requirements set forth above for the TIF Notes (except as may be necessary to provide for the payment of Subordinate Notes, if any) unless all TIF Notes are fully refunded.

(c) If the moneys available in the Special Allocation Fund are insufficient to reimburse the County and the City as provided above on any interest payment date, then the unpaid portion shall be carried forward to the next interest payment date, with interest thereon at the Prime Rate.

(d) The County agrees to direct the officer of the County charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the County Commission for each fiscal year that the TIF Notes are outstanding a request to appropriate all moneys in the EATS Account in the manner provided by this Section.

(e) The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each
fiscal year that the TIF Notes are outstanding a request to appropriate all Additional City Revenues for application in the manner provided by this Agreement.

6.4. **Developer Cooperation in Determining Available Revenues.**

(a) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Property) shall:

1. require each “seller” (as that term is defined in Section 144.010(10) of the Revised Statutes of Missouri, as amended) located on the Property that has multiple business operations within the County to file a separate Missouri Department of Revenue Form 53-I for each location in order to separately identify and declare all sales taxes originating within RPA 1:

2. supply or cause to be promptly supplied to the City, monthly sales tax information of each “seller” (as that term is defined in Section 144.010(10), RSMo.) in a form substantially similar to the monthly sales tax returns filed with the Missouri Department of Revenue; and

3. include a provision in every new or amended lease, purchase agreement or similar agreement requiring any lessee, purchaser or transferee of real property or other user of real property located within RPA 1 that states:

   **Economic Activity Taxes:** [*Tenant/Purchaser/Transferee*] acknowledges that the Premises are a part of a tax increment financing district (“TIF District”) created by Phelps County, Missouri (the “County”) and administered by the City of Rolla, Missouri (the “City”) and that certain taxes generated by [*Tenant/Purchaser/Transferee*]’s economic activities, including sales taxes, will be applied toward the costs of improvements for the development that the Premises are part of. Upon the request of [*Landlord/Seller/Transferor*] or the City, [*Tenant/Purchaser/Transferee*] shall forward to the City monthly or quarterly, as applicable, sales tax information in a form substantially similar to the sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by [*Tenant/Purchaser/Transferee*]’s economic activities in the TIF District as the City shall require, all in the format prescribed by them. Sales tax confidentiality shall be protected by the City as required by law. [*Tenant/Purchaser/Transferee*] acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Alternate language may be used by the Developer if such language is approved by the City. At the request of the City, the Developer shall provide a certification to the City confirming that a lease, purchase agreement or similar agreement includes the provisions satisfying the Developer’ obligation as set forth above.

(b) The Developer hereby waives any claim to utility tax revenues and hereby agrees to bring no suit, claim or other action against the County or the City seeking the deposit of utility tax revenues into the Special Allocation Fund. Any utility tax revenues generated from RPA 1 are hereby declared to be surplus by the County pursuant to the TIF Act.

6.5. **Obligation to Report TIF Revenues.** Any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property
required to pay TIF Revenues, shall use all reasonable efforts to timely furnish to the City such documentation as is required by Section 6.3. So long as any TIF Obligation is outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

**ARTICLE VII**

**GENERAL PROVISIONS**

7.1. **Developer’s Right of Termination.** At any time prior to the delivery of the Certificate of Substantial Completion, the Developer may, by giving written notice to the City, abandon the Work and terminate this Agreement and the Developer’s obligations hereunder with respect thereto if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible.

7.2. **City’s and County’s Rights of Termination.** The City and/or the County may terminate this Agreement at any time prior to the delivery of the Certificate of Substantial Completion if:

(a) the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to Section 7.6 (subject to extension in accordance with Section 7.7), or materially breaches any representation or warranty contained in Section 8.3; or

(b) the Developer fails to complete the Work within the timeframe set forth in Section 3.3(a) (subject to extension in accordance with Section 7.7).

Notwithstanding any provision of this Agreement to the contrary, the Parties agree that the Developer will not be in default or breach of this Agreement if the Developer does not, and no termination of this Agreement shall result from the Developer’s failure to, construct all of the retail buildings required by the definition of “Work” because, following the issuance of TIF Notes, one or more of the prospective tenants identified in the leases provided to the City pursuant to Section 5.1(b) breaches the lease (or the lease is voided due to bankruptcy or other reasons) and the Developer is unable to find a replacement tenant and complete construction within the timeframe set forth in Section 3.3 for completing the Work.

7.3. **Results of Termination.** If this Agreement is terminated pursuant to Section 7.1 or Section 7.2, the County shall have no further obligation to reimburse the Developer for any amounts advanced under this Agreement, or costs otherwise incurred or paid by the Developer, and any TIF Notes or other TIF Obligations issued in connection with the Redevelopment Project pursuant to this Agreement shall be deemed null, void and cancelled.

7.4. **Term of Agreement.** This Agreement, and all of the rights and obligations of the Parties hereunder, shall terminate and shall become null and void on that date which is the earliest of (a) 23 years from the date of adoption of the TIF Project Order, (b) the completion of the Redevelopment Project, the payment of all Redevelopment Project Costs, and the retirement in full of all TIF Obligations, or (c) the delivery of a written notice by the City (and recordation of a copy of such notice with the Phelps County Recorder) that this Agreement has been fully terminated pursuant to Section 7.1 or 7.2.
7.5. Successors and Assigns; Transfers to Tax-Exempt Organizations.

(a) This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective successors and assigns.

(b) Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, except as set forth below, prior to the County’s and the City’s acceptance of a Certificate of Substantial Completion, the Developer may not sell any Property it owns or assign its rights or obligations hereunder without the County’s and the City’s prior written approval.

(c) Notwithstanding anything herein to the contrary, the County and the City hereby approve, and no prior consent shall be required for the Developer to:

1. Assign all of its rights, duties and obligations hereunder to a Related Party if (i) such entity expressly assumes all of the applicable Developer’s rights, duties and obligations hereunder and satisfies the requirements set forth in Section 8.3, (ii) the Developer provides at least 15 days’ advance written notice of the proposed assignment (and a copy of the proposed assignment agreement) to the City, and (iii) the Developer promptly provides a copy of the executed assignment to the City; or

2. Encumber or collaterally assign its interests in this Agreement and/or the Property or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs or associated costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment and for the successor to further transfer the property to its successors; or

3. Lease portions of RPA 1 to tenants or sell lots within RPA 1 to end users in the ordinary course of the Developer’s business.

(d) Notwithstanding anything to the contrary contained herein, until all Reimbursable Redevelopment Project Costs have been paid (including TIF Obligations issued to finance such Reimbursable Redevelopment Project Costs), the Developer shall not, without the prior written consent of the County and the City, sell all or any portion of the Property to an organization exempt from payment of ad valorem property taxes, unless such organization agrees to pay to the County, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Property, but for the organization’s exempt status. Any organization that is or may become exempt from payment of ad valorem property taxes shall, by its purchase of a portion of the Property and for each year that it is exempt from paying ad valorem property taxes on such portion of the Property, agree to pay to the County, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Property, but for the organization’s exempt status. This obligation to make payments in lieu of taxes shall terminate upon the retirement of all TIF Obligations. This
requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

7.6. Remedies. In the case of any default in or breach of any term or condition of this Agreement by any Party, the defaulting or breaching Party shall, upon written notice from the Party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that (1) the breaching Party has commenced such cure within said 30-day period, and (2) the breaching Party diligently prosecutes such cure to completion. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied as provided above, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party or to terminate this Agreement.

7.7. Extensions of Time for Performance.

(a) Upon satisfaction of the provisions of paragraph (b) of this Section, neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; acts of terrorism; significant escalation of hostilities involving U.S. armed forces; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the applicable Developer to proceed with construction of the applicable portion of the Work, including rezoning and approval of the Site Plan for the Redevelopment Project (but only if the Developer files all necessary documentation relating thereto in a timely manner considering the dates set forth in Section 3.3 of this Agreement); delay in the commencement, continuation or completion of construction activities to be undertaken by Menard, Inc. (or its related entity); shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the reasonable control of the Party required to perform, including, but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the TIF Obligations, this Agreement or any other litigation that adversely affects the development of the Redevelopment Project. Notwithstanding the foregoing, the Parties agree that economic conditions, market conditions, financial conditions, lender restrictions, lack of tenant interest, and similar conditions or events do not constitute events of force majeure hereunder. The Parties further agree that, to the best of their knowledge, no event of force majeure exists at the time of execution of this Agreement.

(b) No event under (a) shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards, (2) as to any matter unreasonably sustained by the Developer, and (3)(i) unless the Developer uses good faith efforts to provide the City with a written notice within 30 days of the applicable Developer’s knowledge of the commencement of such claimed event specifying the event of force majeure, or (ii) the Developer demonstrates to the City’s reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer’s control, has been unable to complete such obligations within the time specified in this Agreement. Times for performance shall be extended only for the amount of delay resulting from the event of force majeure.

(c) Notwithstanding anything to the contrary herein, the times for commencing construction of the Work pursuant to Section 3.3 may only be extended by 18 months, unless a longer extension is granted by resolutions of the County Commission and the City Council (which resolutions shall be subject to the County Commission’s and the City Council’s sole and absolute discretion).
7.8. **Notices.** Any notice, demand or other communication required by this Agreement to be given by one Party hereto to another shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, delivered personally, or transmitted electronically (and receipt confirmed by telephone):

(a) **If to the County:**

Phelps County, Missouri  
200 N. Main Street  
Rolla, Missouri 65801  
Attention: Presiding Commissioner

with a copy to:

Gilmore & Bell, P.C.  
One Metropolitan Square  
211 N. Broadway, Suite 2350  
St. Louis, Missouri 63102  
Attention: Mark D. Grimm

(b) **If to the City:**

City of Rolla, Missouri  
901 N. Elm Street  
Rolla, Missouri 65801  
Attention: City Administrator

with a copy to:

Gilmore & Bell, P.C.  
One Metropolitan Square  
211 N. Broadway, Suite 2350  
St. Louis, Missouri 63102  
Attention: Mark D. Grimm

(c) **If to the Developer:**

UTW Rolla Development, LLC  
c/o UTW Realty LLC  
One Metropolitan Square  
211 N. Broadway, Suite 3000  
St. Louis, Missouri 63102  
Attention: Alan B. Bornstein and Jeffrey P. Otto
or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this paragraph. A duplicate copy of each notice or other communication given hereunder shall be given to each other Party.

7.9. **Conflict of Interest.** No member of the County Commission, the City Council, the TIF Commission, or any branch of the County’s or the City’s government who has any power of review or approval of any of the Developer’s undertakings, or of the County’s or the City’s contracting for goods or services for RPA 1, shall participate in any decisions relating thereto which affect that member’s personal interests or the interests of any corporation, partnership or other entity in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the County Commission the nature of such interest and seek a determination by the County Commission with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.10. **Insurance; Damage or Destruction of Redevelopment Project.**

(a) The Developer will cause there to be insurance as hereinafter set forth at all times during the process of constructing the Work. The Developer shall, from time to time at the request of the City or the County, furnish the City or the County, as applicable, with proof of payment of premiums on:

1. Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended (which for calendar year 2016 is equal to $2,734,567 for all claims arising out of a single accident or occurrence and $410,185 for any one person in a single accident or occurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended; and

2. Workers’ Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clause (1) above shall be in form and content satisfactory to the County and the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most current available “Best’s” insurance reports. The policies of insurance delivered pursuant to clause (1) above shall name the City as an additional insured and shall contain an agreement of the insurer to give not less than ten (10) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. The Developer shall deliver or cause to be delivered to the County and the City evidence of all insurance to be maintained hereunder.
These covenants are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

7.11. Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the Municipal Code. In addition, the Developer shall allow other authorized representatives of the County and the City access to the site from time to time upon reasonable advance notice for inspection of the Redevelopment Project. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer’s compliance with the terms of this Agreement. The Developer shall advise each contractor for the Redevelopment Project of the contractor’s obligations under the Municipal Code regarding permits and inspections. The provisions of this Section shall terminate upon the approval or deemed approval of the Certificate of Substantial Completion relating to the applicable portion of the Work.

7.12. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the Parties in, and governed by the laws of State for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Phelps County, Missouri. All Parties to this Agreement consent to the jurisdiction and venue of such court.

7.13. Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

7.14. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.15. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.16. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the County or the City shall be personally liable to the Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

7.17. Actions Contesting the Validity and Enforceability of the Redevelopment Plan.

(a) Before the issuance of the TIF Bonds, if a third party brings an action against the County, the City or their respective officials, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the TIF Notes or this Agreement, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer’s choosing, but the Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior approval of the County or the City, as applicable. If the County or the City, as applicable, does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the applicable Developer would agree to. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the County, the City and the Developer.
any such proceeding; provided, the Developer and their counsel shall consult with the County and the City, as applicable, throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the County and the City in connection with such action. All costs of any such defense, whether incurred by the County, the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to Article IV hereof. Neither the County nor the City shall have any obligation to defend the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the TIF Notes or this Agreement if the Developer chooses not to assume the defense of such claim or action as described above.

(b) In addition, if a third party brings an action against the County, the City or their respective officials, agents, employees or representatives with respect to any other matter as to which the Developer are obligated to indemnify pursuant to Section 7.18(b), the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer’ choosing, but the Developer may not settle or compromise any claim or action for which the Developer have assumed the defense without the prior approval of the County or the City, as applicable. If the County or the City, as applicable, does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the County, the City and the Developer in any such proceeding, provided, the Developer and their counsel shall consult with the County and the City, as applicable, throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the County and the City in connection with such action.

7.18. Release and Indemnification.

(a) Releases. Notwithstanding anything herein to the contrary, the County, the City and their respective elected officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for any damages or losses (including injuries and deaths) (1) resulting from any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, being 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 County or the City is prevented from performing any of the covenants and agreements herein or the Developer are prevented from enjoying the rights and privileges hereof, (2) occurring at or about or resulting from the construction of the Work and the maintenance of RPA 1 and (3) resulting from any lawful decision made or position taken by the County or the City relating in any manner whatsoever to this Agreement, the Redevelopment Plan, the Redevelopment Project, the Approved Site Plan, the Work or the Property. The Developer hereby acknowledges and agrees that (i) all covenants, stipulations, promises, agreements and obligations of the County and the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the County and the City and not of any of its elected officials, officers, agents, servants or employees in their individual capacities and (ii) no official, employee or representative of the County or the City shall be personally liable to the Developer.

(b) Indemnifications. The Developer, jointly and severally, covenant and agree to indemnify, defend and hold harmless the County, the City, and their respective elected officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person:
(1) occurring or resulting from the construction of the Work, including but not limited to location of hazardous wastes, hazardous materials or other environmental contaminants on the Property and the design and development of the Redevelopment Project:

(3) connected in any way to the negligence or willful misconduct of the Developer, their employees, agents or independent contractors; and

(4) resulting from the lack of compliance by the Developer with any state, federal or local environmental law, regulation or ordinance applicable to the Property.

The indemnification provided under this Section includes all costs of defense, including attorneys' fees, interest fees and other penalties. Notwithstanding anything to the contrary contained herein, the indemnity provided in this Section will not extend to any matters arising out of the negligence or willful misconduct of the County, the City and their elected officials, officers, agents, servants, employees and independent contractors.

(c) The releases and indemnifications contained in this Section shall survive termination or expiration of this Agreement, but nothing in this Agreement (including Section 7.19) shall be construed to require the Developer to indemnify the County, the City, and their respective elected officials, officers, employees, agents and independent contractors for any claims related to actions or events that occur after the termination of this Agreement.

7.19. Survival. Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive the expiration or termination of this Agreement: (a) the Developer's reimbursement obligation in Section 2.2(d) with respect to costs incurred by the City prior to termination of this Agreement; (b) the limitation on liability in Section 7.16; and (c) the provisions of Sections 7.17, 7.18 and 8.4.

7.20. Maintenance of the Property. The Redevelopment Project shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance during the construction of the Redevelopment Project or any portions thereof. The obligations under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

7.21. Enforcement of Agreement. The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the Parties shall be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

7.22. Recording of Agreement. The Developer shall cause the obligations arising pursuant to this Agreement to be a covenant running with the land by recording this Agreement or a memorandum of this Agreement in the real estate records of Phelps County, Missouri. Upon the expiration or termination of this Agreement, the County and the City will, at the expense and request of the Developer, join with the Developer to execute and record a notice of such expiration or termination in the real estate records of Phelps County.

7.23. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the County's or the City's sovereign immunity.
7.24. No Third Party Beneficiaries. This Agreement constitutes a contract solely among the County, the City, the Developer and the Noteholder. No third party has any beneficial interest in or derived from this Agreement.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1. Representations of the County. The County makes the following representations and warranties, which are true and correct on the date hereof:

(a) Due Authority. The County has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary County proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the County, enforceable in accordance with its terms.

(b) No Violations. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No Litigation. To the best of the County’s knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the County, threatened against the County with respect to the Redevelopment Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the County, threatened against the County seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the County to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the County of, the terms and provisions of this Agreement.

(d) Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the County of this Agreement.

(e) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the County under this Agreement.

8.2. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) Due Authority. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly,
this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Violations. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No Litigation. To the best of the City's knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect to the Redevelopment Project or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(d) Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

8.3. Representations of the Developer. The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) Due Authority. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(b) No Violations. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer (including the knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) or the Redevelopment Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer (including the knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers
of the Developer (or any member of the Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer (or any member of the Developer) of, the terms and provisions of this Agreement.

(d)  *Governmental or Corporate Consents.* No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, except for consents that must be secured subsequent to the execution of this Agreement.

(e)  *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

(f)  *Compliance with Laws.* The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(g)  *Accuracy of Project Data.* The Developer has provided certain financial and other information regarding the Redevelopment Project (the "Project Data") to the County and the City. The Parties agree that project costs, project rents and other financial information included within the Project Data will change, and such changes may be material. Nevertheless, the Developer represents that, as of the date hereof, the Project Data is, to the best of the Developer's knowledge, information and belief, true and accurate, and the Project Data does not omit any information which is necessary to be included in order to make the Project Data not misleading in any material respect as of the date hereof.

8.4.  **Contractual Liability Insurance.**

(a)  The Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the County and the City) covering the Developer's obligations to indemnify the County and the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-") or better.

(b)  Simultaneously with the delivery of this Agreement and annually thereafter prior to the acceptance or deemed acceptance of the Certificate of Substantial Completion, the Developer shall provide to the County and the City evidence of continued insurance demonstrating compliance with paragraph (a). The Developer agrees to provide immediate written notice to the City when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

[Remainder of page intentionally left blank.]
IN WITNESS WHEREOF, the County, the City and the Developer have caused this Agreement to be executed in their respective names and the County and the City have caused their respective seals to be affixed thereto, and attested as to the date first above written.

[SEAL]

PHELPS COUNTY, MISSOURI

By: ________________________________
    Randy Verkamp
    Presiding Commissioner

ATTEST:

Pamela Grow, County Clerk

STATE OF MISSOURI   )
COUNTY OF PHELPS   ) SS

On this ___ day of _____________, 2016, before me appeared RANDY VERKAMP, to me personally known, who, being by me duly sworn, did say that he is the Presiding Commissioner of PHELPS COUNTY, MISSOURI, a third-class county and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said County, and said instrument was signed and sealed in behalf of said County by authority of its County Commission, and said RANDY VERKAMP acknowledged said instrument to be the free act and deed of said County.

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

Notary Public

(SEAL)

My Commission Expires:

-34-
CITY OF ROLLA, MISSOURI

By:  __________________________
     Louis J. Magdits IV, Mayor

ATTEST:

__________________________
Carol Daniels, City Clerk

STATE OF MISSOURI

) SS

COUNTY OF PHELPS

On this day of ____________, 2016, before me appeared LOUIS J. MAGDITS IV, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ROLLA, MISSOURI, a third-class city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said LOUIS J. MAGDITS IV acknowledged said instrument to be the free act and deed of said City.

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

__________________________
Notary Public

My Commission Expires:

__________________________
STATE OF MISSOURI    )
                    ) SS
COUNTY OF          )

On this __ day of ___, 2016, before me appeared ____________, to me personally known, who, being by me duly sworn, did say that he is the __________ of UTW ROLLA DEVELOPMENT, LLC, a Missouri limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company’s free act and deed.

IN TESTIMONY WHEREOF, I have heretunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

___________________________________________________________
Notary Public

(SEAL)

My Commission Expires:

___________________________________________________________
Exhibits on file in City Clerk's Office
DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Request to Rezone Real Estate located at 4030 Hy Point North from M-2 (Heavy Manufacturing District) zoning to M-1 (Light Manufacturing District) zoning. (MO-SCI)

DATE: September 6, 2016

GENERAL INFORMATION:

CASE #: 7-12-2016

APPLICANT/STATUS OF APPLICANT: The subject property is located between Hy Point Industrial Park North Plat No 2 and Hy Point East No. 1, owned by MO-SCI and is subject to the terms and conditions as specified in the attached Application for Rezoning of Real Estate and the General Warranty Deed reflecting ownership of said property and signed on behalf of the applicant. Email address: lday@MO-SCI.com  Phone: (573) 364-2338.

CURRENT ZONING/LAND USE: The subject property is zoned M-2 (Heavy Manufacturing District) zoning which does not permit residential or commercial development. The site consists of 86,249 sq. ft. (1.98 acre) and contains one manufacturing building totaling an estimated 20,105 sq. ft. The highest and best use of this property is manufacturing given scale of the adjoining industrial development.

LOCATION OF RE-ZONING: MO-SCI is located at 4030 Hy Point North. The Assessor's Account Number (3342.09) for this development, can also be used to identify the exact position of a given property. See the attached map and legal description.

SURROUNDING ZONING/LAND USE:

North --- M-2/ Heavy manufacturing / vacant
South --- M-1 / manufacturing
East --- M-2 / manufacturing
West --- M-1/ manufacturing

PROJECT DESCRIPTION: The applicant intends to expand an existing industrial building located at 4030 Hy Point North. To accomplish this goal under current zoning law, as found in Rolla’s Planning and Zoning Code, will require a reduction of the side yard along the north side of the parcel to accommodate this building configuration. M-2 zoning requires a minimum of 20 feet for side yards while M-1 requires only 10 feet. This is the reason for the Rezoning request, to provide adequate space.

\( V \cdot L \cdot I \).
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 industrial park. The area to the south of the subject property is zoned M-1 and is developed with industrial uses. The property to the west is developed and consists of additional manufacturing land use. The property to the east is under development is vacant and heavily wooded.

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 as being suitable for manufacturing land use.

The Rolla 2020 Future Land Use Map is not intended to remain static or unchanged over time, but should be revised by the Planning and Zoning Commission and the City Council to reflect changing development trends and growth opportunities if considered desirable. The future land use map and text did address policy regarding the importance of infill development and redevelopment stating: “The City will encourage infill Development on vacant or underutilized parcels where infrastructure and public services are readily available....” The proposed 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 generate little additional vehicular traffic volume. The developer will be required to provide off-street parking spaces of sufficient number to meet all planning needs for employees.

Physical Characteristics: The subject property drains mostly to the south. 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 topography over much of the site will complicate development.

5. Suitable for Re-Zoning: The subject property as described in this report is suitable for rezoning from M-2 district zoning to M-1 district zoning to satisfy development standards as to setbacks.

PUBLIC COMMENT/ISSUES: The proposed rezoning was advertised in the RDN on July 23/24, 2016. Notice was sent to adjoining property owners within 185'. A public hearing was scheduled and was held before the Planning and Zoning Commission on August 9, 2016. City Council will conduct its public hearing on August 15, 2016.
ACTION REQUIRED: Planning and Zoning Commission voted at their August 9, 2016 meeting to recommend a motion to the City Council that the proposed re-zoning be approved without condition. City Council conducted a public hearing at their August 15, 2016 meeting.

ATTACHMENTS:

- Zoning request from applicant
- Zoning map
- Affidavit of publication
Request to Rezone Real Estate located at 4030 Hy Point North from M-2 (Heavy Manufacturing District) Zoning to M-1 (Light Manufacturing District) Zoning (MO-SCI)

Location Map

Area of Interest -

Zoning Classification

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

AN ORDINANCE REZONING PROPERTY LOCATED AT 4030 HYPOINT NORTH FROM M-2 (HEAVY MANUFACTURING DISTRICT) TO M-1 (LIGHT MANUFACTURING DISTRICT) ZONING. (MO-SC)

WHEREAS, a petition was duly filed requesting that the Basic Zoning ordinance of the City of Rolla, Missouri be amended so as to change the class of the real property hereinafter described; and

WHEREAS, a public notice was duly published on July 23, 2016 in the Rolla Daily News for this rezoning according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, in the City of Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on August 9, 2016 at 5:30 p.m. The Planning and Zoning Commission recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the City Council, during its August 15, 2016, meeting, conducted a public hearing concerning the proposed rezoning and heard the first reading of the subject ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulation, use districts and a zoning map in accordance with a comprehensive plan, be and the same is hereby amended by changing the zoning and classification of the following property situated within the City of Rolla, Missouri, and described as follows: 4030 Hy Point North shall be rezoned from M-2 (Heavy Manufacturing District) to M-1 (Light Manufacturing District).

SECTION 2: This ordinance shall be in full force and effect from and after the date of its passage and approval by City Council. Building permits may not be issued by the Community Development Department until the rezoning has been approved for the subject property.


APPROVED:

_________________________
Mayor

ATTEST:

_________________________
City Clerk

APPROVED AS TO FORM:

_________________________
City Counselor

\[\sqrt{C. 6.}\]
DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Request to recommend the rezoning of real estate located in Section 10, Township 37 North Range 8 West in the City of Rolla from R-1 (Single Family District) zoning and C-2 (General Retail District) zoning to C-3 (Highway Commercial District) zoning.

(Westside Marketplace 2)

DATE: September 6, 2016

GENERAL INFORMATION:

Case #: 7-11-2016


STATUS OF APPLICANT: The applicant owns the property and is working to prepare the property for rezoning and commercial development.

ENGINEER OF RECORD: Smith & Co. Surveyors, 901 Vine Street: P.O. Box 72, Poplar Bluff, Missouri 63902, (573) 785-9621 FAX (573) 785-2651, WWWSHSMITHCO.COM

CURRENT ZONING/USE: The subject property has mixed zoning including R-1 (Single Family District) zoning and C-2 (General Retail District) zoning, which does not allow residential land use. The property has been cleared of its vegetative cover and is currently undeveloped.

PROPOSED USE: The applicant is proposing to subdivide the total site property to provide up to 6 lots. Lot 4, consisting of 20.39 acres, is the location of the proposed large retail establishment/building. Lot 5, with 15.36 acres, is set aside for up to 4 smaller attached commercial establishments. Lot 3 consists entirely of public right-of-way with 23.73 acres. Lot 1 (14.14 acres) and Lot 2 (20.46 acres) will be available for future commercial expansion and public/private open space. In order for the development to occur as proposed by the developers, the entire site must be rezoned to C-3 highway commercial which permits all mercantile activity, excluding residential use.

LOCATION: The property is located at the junction of the Old Wire Outer Road and Interstate 44. The location may be easier to determine using the County Assessor Account Number (9560).

TRACT SIZE: The subject property is approximately 81.31 acres divided into six lots. Total site area is 3,541,863 sq. ft. The Site Plan for the Westside Market Place limits lot coverage to 40% of the total site (1,416,745 sq. ft.). The project area has sufficient space to easily accommodate the 40% lot coverage
This project meets all setback requirements and satisfies the 25% open space requirement. (885,465 sq. ft.).

PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee Members. All necessary changes mentioned by staff were completed.

COMMISSION REVIEW AND RECOMMENDATION: It is the Planning & Zoning Commissions recommendation that the City Council should approve the proposed rezoning of the Westside Marketplace 2.

SURROUNDING ZONING:
- North--- No Zone / mostly vacant
- South--- Mixed R-1 & C-2 zoning/partially developed
- East --- Commercial & institutional uses/developed
- West --- No Zone/ Vacant Right-of-way

ZONING HISTORY: There is no recent zoning history for the subject property.

FINDINGS: The Rolla Planning and Zoning Commission may consider the following factors in their recommendation to approve or approval with conditions or deny the rezoning request.

1. Neighborhood character/impact: This rezoning will not adversely impact the character of the adjoining area district because of the existing mixture of residential and commercial land use. This rezoning should aid in the development of the Westside Marketplace 2 which could offer significant advantages for Rolla concerning the attraction of new investment to the area that will boost commercial growth that will expand public revenue to build infrastructure and support growth.

2. Consistency with the 2020 Comprehensive Plan Update: This rezoning is consistent with the Future Land Use Map and the policies of the Rolla 2020 Comprehensive Plan Update that supports the development of commercial development in the Urban Growth Area (UGA) adjacent to Rolla. Development further supports private sector investment to promote revitalization and promote growth in Rolla.

The Rolla 2020 Future Land Use Map is not intended to remain static or unchanged over time, but should be revised by the Planning and Zoning Commission and the City Council to reflect changing development trends and growth opportunities if considered desirable. The future land use map and text did address policy regarding the importance of infill development and redevelopment stating: "The City will encourage infill Development on vacant or underutilized parcels where infrastructure and public services are readily available..." The proposed commercial project meets this policy guideline.
3. **Adequacy of utilities & public services:** All utilities and services are available to the subject property sufficient to support commercial development of the type and scale proposed for the Westside Marketplace.

4. **Impact on streets and parking:** The project’s development will generate demand to increase traffic flow around the project area and to mandate the provision of sufficient off-street parking. The roads that are planned to serve the development of this project site will be constructed so as to address the growing traffic flow resulting from development. The Transportation Development District (TDD) will be responsible to build transportation improvements, including arterials serving the project area with the capacity to move as many as 10,000 vehicles per day through the shopping area. The developers have indicated that parking requirement of an estimated 420 parking spaces would be sufficient to meet need.

5. **Physical characteristics:** The development area has a significant problem with topography which will require extreme measures to prepare access to the site and adjoining neighborhood.

6. **Suitability for development if rezoned:** The subject property is suitable for commercial development as proposed. The grading plan forwarded by the developer reflects the need for extensive grading to permit development to progress.

**PUBLIC COMMENT / ISSUES:** The proposed zoning was advertised in the RDN on July 23/24, 2016. Property owners within 185’ were notified by mail. No concerns or complaints were voiced during the Commission’s August meeting. City Council conducted a public hearing on the matter at their August 15, 2016 meeting.

**ATTACHMENTS:** Zoning area map; Affidavit of publication; Property owners in district
Request to Rezone Real Estate located in Section 10, Township 37 North, Range 8 West in the City of Rolla from R-1 (Single Family District) Zoning & C-2 (General Retail District) Zoning to C-3 (Highway Commercial District) Zoning (Westside Marketplace 2)
AN ORDINANCE REZONING THE PROPERTY LOCATED IN SECTION 10, TOWNSHIP 37 NORTH, RANGE 8 WEST IN THE CITY OF ROLLA FROM R-1 (SINGLE FAMILY DISTRICT) ZONING AND C-2 (GENERAL RETAIL DISTRICT) ZONING TO C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING. (WESTSIDE MARKETPLACE 2).

WHEREAS, a petition was duly filed requesting that the Basic Zoning ordinance of the City of Rolla, Missouri be amended so as to change the class of the real property hereinafter described; and

WHEREAS, a public notice was duly published on July 23, 2016 in the Rolla Daily News for this rezoning according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, in the City of Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on August 9, 2016 at 5:30 p.m. The Planning and Zoning Commission recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the City Council, during its August 15, 2016, meeting, conducted a public hearing concerning the proposed rezoning and heard the first reading of the subject ordinance;

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

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

Section 1: That the Basic Zoning Ordinance, 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 a comprehensive plan, be and the same is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, and described as follows: The property located in Section 10, Township 37 North, Range 8 West in the City of Rolla, Missouri shall be rezoned from R-1 (Single Family District) zoning and C-2 (General Retail District) zoning to C-3 (Highway Commercial District) zoning.

Section 2: That Rolla City Code requires the establishment of a buffer yard to screen property zoned R-1 (Single Family District) Zoning and C-2 (General Retail District) zoning when C-3 (Highway Commercial District) zoning is proposed. In this case, the City has already received dedicated open space, including space in the 100-year floodplain, associated with the approval of the University Park Subdivision in 2002. This dedication satisfies the buffer yard requirement.

Section 3: This ordinance shall be in full force and effect from and after the date of its passage and approval by City Council.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
ITEM/SUBJECT: Final Plat of the Westside Market Place, A Re-subdivision of the Railroad Addition Lot 94 and Parts of Lots 93 and 95 and Part of the West ½ Section 10, Township 37 North, Range 8 West, in the City of Rolla, County of Phelps, Missouri.

DATE: September 6, 2016

GENERAL INFORMATION:

Case #: 6-9-2016


STATUS OF APPLICANT: The applicant owns the property and is working to prepare the property for commercial development.

ENGINEER OF RECORD: Smith & Co. Surveyors, 901 Vine Street: P.O. Box 72, Poplar Bluff, Missouri 63902, (573) 785-9621 FAX (573) 785-2651, WWWSHSMITHCO.COM

CURRENT ZONING/USE: The subject property is zoned R-1 (Single Family District) zoning, which does not allow residential land use. The property has been cleared of its vegetative cover and is currently undeveloped.

PROPOSED USE: The applicant is proposing to subdivide the total site property to provide up to 6 lots. Lot 4, consisting of 20.39 acres, is the location of the proposed large retail establishment/building. Lot 5, with 15.36 acres, is set aside for up to 4 smaller attached commercial establishments. Lot 3 consists entirely of public right-of-way with 23.73 acres. Lot 1 (14.14 acres) and Lot 2 (20.46 acres) will be available for future commercial expansion and public/private open space.

LOCATION: The property is located at the junction of the Old Wire Outer Road and Interstate 44. The location may be easier to determine using the County Assessor Account Number (9560).

TRACT SIZE: The subject property is approximately 81.31 acres divided into six lots.

PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee Members. All necessary changes mentioned by staff were completed. The Planning and Zoning Commission met on August 9, 2016 and voted unanimously to recommend to the City Council
that the Westside Marketplace subdivision be approved without condition. The City Council conducted a first reading at their August 15, 2016 regular meeting.

**REVIEW AND RECOMMENDATION:** It was the recommendation of the Planning and Zoning Commission at their August 9, 2016 meeting to recommend approval of the proposed Subdivision—Westside Marketplace—to the City Council.
AN ORDINANCE APPROVING THE WESTSIDE MARKETPLACE SUBDIVISION, BEING A MAJOR SUBDIVISION OF THE RAILROAD ADDITION LOT 94 AND PART OF LOTS 93 AND 95 AND PART OF THE SOUTHWEST 1/4 SECTION 10, TOWNSHIP 37 NORTH, RANGE 8 WEST IN THE CITY OF ROLLA. (WESTSIDE MARKET PLACE)

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

Section 1: That the following legal description applies to the Westside Market Place property, as follows:
   Plat of the Westside Market Place, a Resubdivision of the Railroad Addition Lot 94 and Parts of Lots 93 and 95 and Part of the Southwest 1/4 Section 10, Township 37 North, Range 8 West, in the City of Rolla, County of Phelps, Missouri.

Section 2: That the site, utility, and grading plans shall be approved by the City of Rolla and Rolla Municipal Utilities (RMU) before building permits may be issued for this project.

Section 3: That RMU and the City of Rolla will require the developer(s) to install all required water and sewer service for the subdivision as needed, including any designated utility easements. Development plans for this subdivision must be submitted and approved by the City of Rolla and RMU before the plat will be filed at the Phelps County Courthouse.

Section 4: The developer(s) will be required to pay a Land Disturbance Permit fee and a Storm Water Management fee or construct storm water detention facilities as required by the Public Works Director.

Section 5: No construction may be commenced upon Westside Market Place until all necessary building and construction permits have been issued by the City of Rolla, Missouri and that it is understood that no such permits shall be issued for any lots herein platted until the completion of all public improvements appertaining to such lots or until a cash bond equal to the reasonable costs of completing such public improvements has been received and approved by the City of Rolla, Missouri. The above-mentioned public improvements shall be completed as required by Chapter 42, Article II of the Rolla City Code.

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


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

\[\checkmark \text{ E. G.} \]
FINAL PLAT OF WILD HORSE RUN NO. 3, BEING A SUBDIVISION LOCATED IN SW 1/4 NW 1/4 SECTION 24, T37N, R8W; CITY OF ROLLA, PHELPS COUNTY, MISSOURI.

DATE: September 6, 2016

GENERAL INFORMATION:

Case #: 6-19-2016


STATUS OF APPLICANT: The applicant owns the property and is working to prepare the property for residential development.

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

CURRENT ZONING/USE: The subject property is zoned R-1 (Single Family District) zoning, which permits residential land use. The property is currently undeveloped.

PROPOSED USE: The applicant is proposing to subdivide the total site property to provide up to 5 lots. Lot 5 contains .52 acre or 22,651 sq. ft. and is the largest tract of the five. Lots 4 and 3 each contain 14,810, sq. ft. or .34 acre. Lots 1 and 2 consist of .25 acre or 10,890 sq. ft. All development standards have been satisfied in terms of setbacks, building coverage and open space requirements.

LOCATION: The property is located at the junction of Little Oaks Road and Thomas Drive. The location may be easier to determine using the County Assessor Account Number (109549560).

TRACT SIZE: The subject property is approximately 1.67 acres.

PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee Members. All necessary changes mentioned by staff were completed.

COMMISSION REVIEW AND RECOMMENDATION: Planning and Zoning Commission voted unanimously at their August 9, 2016 meeting to recommend to the City Council at their August 15, 2016 meeting, that the Rolla City Council approve the revised Subdivision – Wild Horse Run.
CONSISTENT WITH THE COMPREHENSIVE PLAN: The proposed single family development is consistent with the Future Land Use Map found in the Rolla 20/20 Comprehensive Plan Update.
AN ORDINANCE APPROVING THE FINAL PLAT OF THE WILD HORSE RUN NO. 3 SUBDIVISION, SAID SUBDIVISION BEING A MINOR SUBDIVISION LOCATED IN THE SW ¼ NW ¼ SECTION 24, T37N, R8W, CITY OF ROLLA, PHELPS COUNTY, MISSOURI. (WILD HORSE RUN NO. 3)

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

SECTION 1: That the final plat of Wild Horse Run Subdivision Plat No. 3, being a minor subdivision including Lots 1 and 2 consisting of .25 acre each, Lots 3 and 4 consisting of .34 acre each and Lot 5 consisting of .52 acre for a total of 1.18 total acres, an addition to the City of Rolla, Phelps, County, Missouri having been reviewed by the Planning and Zoning Commission on August 9, 2016 and approved by the Rolla City Council on September 6, 2016.

SECTION 2: That the following legal description applies to this Subdivision: A minor subdivision of the SW 1/4 NW 1/4 Section 24, all in 37N, T37N, R8W, City of Rolla, Phelps County, Missouri.

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


APPROVED:

ATTEST: Mayor

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Counselor
DEPARTMENT HEAD: Rodney Bourne
RMU General Manager

ACTION REQUESTED: Information

SUBJECT: Rolla Municipal Utilities Renewable Energy Rate Program

BUDGET APPROPRIATION: N/A

DATE: September 6, 2016

COMMENTARY: During a meeting held June 27, 2016, the MoPEP Board authorized a process through which the membership can offer a low cost renewable power at a very incremental cost to our large commercial and industrial customers. This renewable power is supplied primarily from our established wind resources.

A letter outlining the requirements of the program, and to determine the level of interest among RMU’s large electrical users was sent out in July. The basic requirements to meet the MoPEP established guidelines to participate in the program are as follows:

1. To be eligible, each customer location must purchase at least 60,000 kWh of energy on an annual basis from RMU.

2. The customer shall have at least a 55% annual load factor.

3. The customer must contract for a minimum of 20%, up to 100%, of their annual consumption.

4. The contract term would be for one (1) to seven (7) years.

5. Renewable Energy Credits (REC’s) will be available to the customer at no additional charge.

6. RMU has adopted a Renewable Energy Rate to be scheduled in addition to the customer’s normal electrical charges which is a pass through of our cost from MoPEP at $0.001 per kWh.

This is a limited MoPEP resource of 60,000 MWh to be shared by all 35 cities. Rolla customer requests will be combined with the other MoPEP city customer requests to determine the final allocations. RMU will submit our requests by August 31, 2016.

Currently we have two large customers planning to participate.
RENEWABLE ENERGY RATE

For individual RMU Commercial/Industrial Customers wishing to use electric energy generated from renewable resources for up to 100% of their purchase, RMU shall make available on a first-come first-served basis appropriately sourced energy at a rate of $1.00 a megawatt hour or one tenth of one cent per kWh above the energy rate charged to the customers by RMU. Applicable to all non-residential customers that meet the following conditions:

(a) Maintain an annual load factor of at least 55 percent as certified by RMU;
(b) Maintain an annual power consumption level in excess of 60,000 KWHs;
(c) Commit to participating in the program for at least twelve-month period, but no longer than 84 months;
(d) Agree to purchase at least 20 percent of the previous year's consumption of electricity through the program.

RATe Energy Charge: An up-charge, in addition to all other charges for all contracted kWh energy used, per month $0.001/kWh.

OTHER APPLICABLE CONDITIONS:
1. SOURCE: The source will be from renewable energy production facilities under contract to Missouri Joint Municipal Electric Utility Commission (MJMEUC) including Kansas and Missouri based windfarms, and solar, landfill or natural gas facilities. The mix of sources will be totally at the discretion of MJMEUC.
2. RENEWABLE ENERGY CREDITS: Renewable Energy Credits (REC's) will either be transferred at no additional charge to the final customer or their designee for retirement, or in the alternative, will be retired by MJMEUC for benefit of the customer. MJMEUC retains the right to any additional zero carbon attributes created or recognized under either state or federal regulations.
3. TOTAL MJMEUC PROGRAM PARTICIPATION: Participation will be provided on a first-come, first-served basis until the output of 60,000 MWHrs is subscribed, unless amended by the addition of future renewable resources.
4. CONTRACTING PARTIES: Final terms and conditions, including price, for participating in the Renewable Energy rate shall be further defined by any required contract.

METHODS OF PAYMENT
(Ref. RMU’s General Rules and Regulations, section “IV. Billing and Payments”)

Passed by the Rolla Board of Public Works August 23, 2016
Effective with billing on all customers on and after October 1, 2016

Nicholas Barrack, President
Matthew Z. Williams, Secretary

Albert C. Jr., Vice President
Dr. Wm. E. Showalter, Vice Secretary
ITEM/SUBJECT: Appointment of "Employer Rep" for LAGERS

BUDGET APPROPRIATION (IF APPLICABLE) $300±

DATE: September 6, 2016

COMMENTARY:

The City's retirement program (LAGERS) is required by law to host an Annual Meeting to report the financial condition of the organization and to conduct any business on policy direction. The law requires each participating member-City to appoint one Employee Rep and an Employer Rep. Employees will actually nominate and then vote on their representative. While City Administration can appoint an Employer Rep, it is preferable that a Council representative attend.

The Annual Meeting is October 20-21 in Springfield and is very informative. If interested in attending, please let Mayor Magdits or myself know as we need to finalize registration by Oct 3. The City Council must approve the Employer Representative.
LAGERS 2016 ANNUAL MEETING AGENDA

LAGERS board and staff will be wearing yellow lanyards and blue shirts. Please seek us out for questions or comments!

Please wear your name badge for entry into all events.

<table>
<thead>
<tr>
<th>THURSDAY, OCTOBER 20th</th>
<th>TIME</th>
<th>SESSION</th>
<th>ROOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>10:00 a.m. - 4:00 p.m.</td>
<td>Registration</td>
<td>Ballroom Lobby</td>
<td></td>
</tr>
<tr>
<td>11:00 a.m. - 12:00 p.m.</td>
<td>Legislative Advisory Committee Meeting</td>
<td>John Q. Hammons</td>
<td></td>
</tr>
</tbody>
</table>

- Conference Sessions

<table>
<thead>
<tr>
<th>TIME</th>
<th>SESSION</th>
<th>ROOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:00 p.m. - 1:20 p.m.</td>
<td>Opening Remarks</td>
<td>Oklahoma-Illinois-Colorado</td>
</tr>
<tr>
<td>Robert Ashcroft, Board of Trustees Chairperson</td>
<td>Keith Hughes, Executive Director</td>
<td></td>
</tr>
<tr>
<td>1:20 p.m. - 2:00 p.m.</td>
<td>LAGERS 101</td>
<td>Oklahoma-Illinois-Colorado</td>
</tr>
<tr>
<td>2:00 p.m. - 2:30 p.m.</td>
<td>Break</td>
<td>Ballroom Lobby</td>
</tr>
<tr>
<td>2:30 p.m. - 3:15 p.m.</td>
<td>Payment Options Available at Retirement</td>
<td>Oklahoma-Illinois-Colorado</td>
</tr>
<tr>
<td>2:30 p.m. - 3:15 p.m.</td>
<td>A Look at Employer Contribution Rates</td>
<td>Kansas A &amp; B</td>
</tr>
<tr>
<td>3:20 p.m. - 4:00 p.m.</td>
<td>Now What? Post Retirement Issues</td>
<td>Oklahoma-Illinois-Colorado</td>
</tr>
<tr>
<td>3:20 p.m. - 4:00 p.m.</td>
<td>LAGERS-Provided Resources That Aid Employee Education &amp; Engagement</td>
<td>Kansas A &amp; B</td>
</tr>
<tr>
<td>4:00 p.m. - 5:00 p.m.</td>
<td>Caucuses</td>
<td>Oklahoma-Illinois-Colorado</td>
</tr>
<tr>
<td>Member Delegates</td>
<td>Employer Delegates</td>
<td></td>
</tr>
<tr>
<td>5:30 p.m. - 6:30 p.m.</td>
<td>Reception: Please wear your name badge for entry. Appetizers and soft drinks will be served and a cash bar will be available. Please see your meeting booklet for great dinner options in Springfield.</td>
<td>John Q. Hammons</td>
</tr>
</tbody>
</table>

- Friday, October 21

<table>
<thead>
<tr>
<th>TIME</th>
<th>SESSION</th>
<th>ROOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30 a.m. - 9:00 a.m.</td>
<td>Buffet Breakfast</td>
<td>Adjoining Conf. Center</td>
</tr>
<tr>
<td>9:00 a.m. - 9:30 a.m.</td>
<td>Business Meeting - Election of Trustees</td>
<td>Versailles Ballroom</td>
</tr>
<tr>
<td>9:30 a.m. - 10:00 a.m.</td>
<td>State of the System</td>
<td>Versailles Ballroom</td>
</tr>
<tr>
<td>Keith Hughes, Executive Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10:00 a.m. - 10:30 a.m.</td>
<td>Investment Performance Report</td>
<td>Versailles Ballroom</td>
</tr>
<tr>
<td>Brian Collett, Chief Investment Officer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10:30 a.m. - 11:00 a.m.</td>
<td>Legislative Report</td>
<td>Versailles Ballroom</td>
</tr>
<tr>
<td>Bob Wilson, Assistant Executive Director, Member Services</td>
<td></td>
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</tr>
<tr>
<td>11:00 a.m.</td>
<td>Adjournment</td>
<td>Versailles Ballroom</td>
</tr>
</tbody>
</table>

VI. B.A.
LAGERS Annual Meeting Delegate Registration Form  
October 20-21, 2016  
Registration Deadline: October 3, 2016

### EMPLOYER DELEGATE REGISTRATION  
Appointed by local Governing Body

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Number</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delegate Fee ($75)</td>
<td>1</td>
<td>$75.00</td>
</tr>
<tr>
<td>Guest Attending? (Y?N)</td>
<td></td>
<td>No Cost</td>
</tr>
</tbody>
</table>

**Guest is a non-LAGERS member who wishes to attend the reception and breakfast.**

<table>
<thead>
<tr>
<th>Employer Delegate Fee (if any):</th>
<th>+________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Delegate Fee (if any):</td>
<td>+________</td>
</tr>
</tbody>
</table>

**Grand Total:**

### MEMBER DELEGATE REGISTRATION  
Elected by Employees

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Number</th>
<th>Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delegate Fee ($75)</td>
<td>1</td>
<td>$75.00</td>
</tr>
<tr>
<td>Guest Attending? (Y?N)</td>
<td></td>
<td>No Cost</td>
</tr>
</tbody>
</table>

**Guest is a non-LAGERS member who wishes to attend the reception and breakfast.**

### PAYMENT AUTHORIZATION

- [ ] I have attached a check for the Grand Total amount with this registration.  
- [ ] I would like to pay with credit card via an electronic invoice.  

E-Mail address to send invoice: ____________________________

**NOTE: DO NOT INCLUDE THIS REGISTRATION FEE WITH YOUR MONTHLY CONTRIBUTIONS**

### DELEGATE CERTIFICATION

I certify that in accordance with Section 70.605.6 (RSMo) the listed employer and/or member delegate(s) have been appointed and/or elected for the 49th Annual Meeting of the Missouri Local Government Employees Retirement System.

________________________  
Printed Name

________________________  
Signature of Employer Official (Member delegate may NOT sign)

Title: ________________  
Name of Employer

Please send completed form to:

Fax: 573-632-6389  
Email: info@molagers.org  
Mail: MO LAGERS  
Annual Meeting Registration  
P.O. Box 1665  
Jefferson City, MO 65102
ITEM/subject: Authorization to Negotiate a Commercial Hangar Lease to First Class Air Services, LLC (Mr. Larry Roff)

Budget Appropriation (If applicable) $3,000± Date: September 6, 2016

Commentary: With the passing of Mr. John Wyss and the termination of the hangar lease for Building 65 in July 2016 the City solicited proposals for a new long-term lease on the 4,800 SF facility owned by the City. Simultaneously, Mr. Larry Roff has been getting his Charter 135 business (Air Charter Service) operational at RNA, which has been temporarily based in the old military hangar. While a Charter 135 business is a great use of our small corporate hangar, the Airport Advisory Committee recommended the City solicit proposals for the lease/use of same. The RFP was advertised in the RDN and posted at the Airport resulting in one proposal submitted by Mr. Larry Roff (dba First Class Air Services, LLC). A new long-term lease is needed and will be negotiated for City Council consideration upon selection of First Class Air Services, LLC.

Recommendation: Motion to accept Mr. Larry Roff and First Class Air Services, LLC for Hangar 65 subject to lease negotiation.
REQUEST FOR PROPOSALS

The City of Rolla is requesting proposals from firms or individuals desiring a long-term lease in a corporate airport hangar at Rolla National Airport at Hwy 63 & 28 in Maries County, MO.

Corporate Hangar

The City of Rolla is seeking proposals to lease a small corporate hangar owned by the City of Rolla to individual(s) or business for aviation related use only. Building 65 at Rolla National Airport is a prefab constructed hangar of 4,800 SF of hangar and office space. The structure is at least 35 years old and is need of general renovation/repair. The City anticipates a minimum lease term of 5 years with options for extension. The City anticipates lease rates of $350 – 450/month but will consider improvements/renovations in lieu of a standard monthly lease. The Lessee shall be responsible for maintenance, repair and upkeep of the leased property except that the City shall be responsible for the exterior integrity of the property. Lessee shall be responsible for all utilities.

Proposal Content:

1) Name, address, phone number of applicant
2) Summary of proposed use of property
3) Potential positive and/or negative impact to Rolla National Airport
4) Proposed term, lease structure, lease rate
5) Proposed improvements including value of proposed investment

The city will select the best qualified proposal based on the following criteria:

1) The experience and technical competence of the individual or firm with respect to said aviation-related purposes;

2) The past record of performance of the individual or firm with respect to such factors as employment, fuel consumption, and/or aviation-related services.

Note: Upon acceptance of the “best proposal” final selection will require execution of a hangar lease subject to the written approval of the Rolla City Council.

Proposals shall be sent to John D. Butz, Rolla City Administrator at City Hall, P.O. Box 979, Rolla, MO 65401 (901 N. Elm St.) by Wednesday, August 31 at 11:00 a.m.
Rolla National Airport

Hangar 65
FIRST CLASS PRIVATE FLIGHT SERVICES

AIR CHARTER and AIRCRAFT MANAGEMENT SERVICES
Air Carrier Certificate

This certifies that

FIRST CLASS AIR SERVICES, "LLC"
601 AIRPORT DRIVE
VICHY, MO 65580

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

Certificate number: 4FIA1760
Effective Date: 08/19/2016
Issued at: SAINT LOUIS, MISSOURI

SAMUEL J. COCHRAN
(Signature)
ACTING MANAGER
(Title)
STL-FSDO-CEO3
(Region/Office)

FAA Form 8430-18 (6-87)
Electronic Forms (PDF)
First Class Air Services

Larry Roff
10225 St. Rt. H
Belle Mo. 65013

First Class Air Services is interested in Hangar 65 for the use of it as my Base of Operation for First Class Air Services. I also plan on using it for Flight Instruction in the future and a light maintenance facility.

I feel that First Class Air Services will benefit Rolla National Airport (KVIH) in many ways it allows it to be a departure point for businesses and private parties. With the Rolla National Airport Industrial Park on the airport itself, as it grows so are the opportunities for the businesses and their travel needs. As First Class Air Services grows its fuel requirements will grow too. Projected sales should be in the 10,000 to 12,000 gallon range. If First Class Air Services grow with more planes it will show why the Rolla National Airport is one of the best airports in central Missouri. With its longer runways and lower approaches it is able to handle a wide variety of aircraft. And with a maintenance facility on airport it is a more attractive stop for people traveling the USA.

First Class Air Services would like to lease Hangar 65 for a period of 20 years. An initial lease of 10 years followed by two 5 year extensions. As for the rate, the hangar does need work done, one of the main things is the roof and internal structure for offices. Then some lighting in the hangar and door work which should bring it back up to a operating hangar in which a business can operate out of. Then a rate which is fair and comparable can be applied to the hangar.

Once the building is done I can improve looks and ramp appeal as my company grows. Maybe changing color of the building painting the hangar floor and improving offices as needed.
COMMON AIR CHARTER QUESTIONS

Q: What is Air Charter?
A: Charter air services are on-demand air transportation services. Charter Air Carriers are regulated by the FAA under part 135 of FAA regulations (CFR 14), covering everything from maintenance to flight operations. These regulations are very thorough covering all of the applicable aspects of commercial airline regulations. Charter services may be offered for the transport of passengers or freight with any type of FAA certificated aircraft from small single engine planes to large transport jets.

Q: Who uses Air Charter Services?
A: These services are particularly suited to business travel needs but can also fit well with personal travel under certain circumstances. The real value of air charter lies with being able to travel between two desired points on your schedule. The available airports usable by charter operators exceed 5,000 as compared to roughly 500 serviced by the airlines. There are no long security lines, unnecessary layovers, plane changes or missed flights, nor being subjected to standby status.

Q: Is Air Charter expensive?
A: Yes, the cost per mile can be more expensive than airline travel. However, when properly used, this form of travel can be the most cost effective of all. The value lies with several factors:

Create One’s Own Schedule: Air Charter is always available, 24/7, to as many as 10 times the number of airports serviced by the airlines. This means one can leave from the local airport and fly directly to the desired destination, stay only as long as needed, then proceed on or return home, all on one’s own schedule.

The Value of Time: We all have just three resources available in pursuit of our goals: time, people, and money. While the last two are certainly important the asset we usually have the least control of is our time. Personal air transportation can save time, often turning a three day trip into one that includes home in time for supper with the family and two extra days of productivity. Time is money.

The Need to be Face-to-Face: While the communications revolution has sped up the business environment, it has not decreased the need for travel. It has had the opposite effect. Most deals are still made in person, individuals still like to be courted in person, and people can learn so much more about a prospective client, vendor, or product when they are there in person.

Increased Productivity: Productivity has become the main focus of modern world, especially the business world. Unfortunately the travel habits of many businesses are a
productivity nightmare. Many of the millions spent on productivity gains are squandered away on inefficient airline travel. Airlines have their place in the industry but they are definitely not well suited for all types of business travel.

**Safety, Security, and Confidentiality:** Not being cramped into an aircraft with hundreds of others will help avoid illnesses. Traveling only with people you know will increase your personal security. Traveling only with your group means topics can be discussed en-route with complete confidentiality.

**Intangibles:** These are typically small concerns for business managers or trip planner, but for the seasoned traveler these are major factors. Airline travel hassles, travel related stress, nights on the road, and fatigue are just a few examples.

Q: How do I know when to use Air Charter instead of airlines for my travel needs?
A: This is often times a very complex decision to make. For some trips it can be obvious which to use, others can have numerous hidden factors. For that reason we offer free assistance with analyzing your travel needs. With our expertise and the assistance of an excellent travel analysis program, we can help make these decisions clear. A trip for one person to Los Angeles for four days is most likely an airline trip; but going from Vichy/Rolla National Airport to Greeley, Colorado for a meeting and being home the same day would be best accomplished with Air Charter services.

Q: How safe is Air Charter travel?
A: Air travel is statistically the safest form of travel available. We incorporate the best safety practices from our extensive flying experience. Our avionics equipment in our aircraft is more advanced than most airliners. Our maintenance program far exceeds FAA requirements and not being under constant pressure to maintain an on-time flight schedule for airline ratings is also a safety advantage for us.

Q: Why should Air Charter Services be of interest to anyone without travel needs?
A: The addition of these services will have an impact on the entire region. They support existing businesses and will be an active part in the future industrial growth in the area. Many businesses rely heavily on personal air travel as a tool helping them stay competitive. The amount of travel per year usually determines whether they utilize charter services or their own aircraft. That is why we also offer aircraft and flight department management services, allowing businesses with no knowledge of aviation to realize the benefits of on demand point-to-point air travel.

\[ \text{VII. C.8} \]
At First Class Air Services we are bringing new aviation services to the Rolla Vichy National Airport. We are in the process of obtaining a 135 Certification from the FAA that will allow us to offer charter flights from the local area to points across the United States. It is our goal to bring our services up to a level that will allow the community to realize the true potential aviation has to offer in today's business environment.

Charter services provide an entry level use of point to point air travel which is rapidly becoming the primary means of travel for many businesses as well as future industrial development of the region. Using charter services allows companies to take advantage of the many benefits of personal air travel without the expense and complexity of operating their own flight department. The real key to this form of travel is in understanding when to use it. For most businesses with travel needs there is not one form of transportation that fits every trip. The complexity of evaluating travel needs can be overwhelming to most travel coordinators. We offer free personal consultation as well as continued travel evaluation to help to determine your needs and if charter flight is the best choice. This free service is not intended to sell our charter services. Our responsibility is to help identify which form of transportation makes the most sense based on a specific set of criteria. We are professional in the field of transportation and our reputation depends entirely on the accuracy and quality of services we provide. Until final FAA approval we are able to offer demonstration flights so that you may experience firsthand the benefit of our services for you personally or for your company. These demonstration flights will reflect our cost to operate the aircraft.

Aviation management is another key service we will be able to offer regional businesses. This allows companies with travel needs requiring their own aircraft, to own and operate an aircraft without the need to maintain their own flight department. It is more cost effective to share one central flight department with us. We will be able to manage aircraft for regional businesses that will allow them to double the amount of work they can schedule and double their time at home.

If you have transportation needs, give us a call and schedule a consultation. It does not take long and allows your company the possibility of saving travel time and money.

Sincerely,

Larry Roff
COMMENTARY: The City has been planning to replace the 1940s vintage Pilot's Lounge and Office at RNA for three years in our Airport Capital Improvement Plan. The City entered into a design phase grant with JViation in early 2016 that was 90% grant funded (aviation fuel tax proceeds). The 2,700 SF building project was bid this summer and we received four MO bids. The low bid of $653,600 is submitted from Cahill's Construction in Salem, MO. Our consultants and MoDOT have reviewed the bids and funding availability and is recommending the award to Cahill's. The project bid approximately 7% over the engineer's estimate. The Airport Advisory Committee also reviewed the bids and possible deducts (totaling $15,000) but is recommending the full award (rather than settling for lesser quality materials). The City receives NPE (entitlement) funds for $150,000 per year and with our 2016 allocation being affirmed, we have the 90% matching grant to proceed.

The new facility will be located in front of the old facility, which will then be demolished with the exception of a small room around the FAA weather station, which will remain due to the high cost of relocating same into the new building.

Recommendation: Motion to award the new Airport Terminal Building to Cahill’s Construction and the first reading of the ordinance approving the contract. A separate ordinance will approve the grant funds with MoDOT.
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 CAHILL'S CONSTRUCTION, INC., SALEM, MISSOURI, FOR ROLLA NATIONAL AIRPORT TERMINAL OFFICE FACILITY CONSTRUCTION.

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 Cahill's Construction, Inc., Salem, Missouri, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
August 26, 2016

Mr. John Butz
City Administrator
Rolla National Airport
P. O. Box 979
Rolla, MO 65402

Dear Mr. Butz:

RE: New Terminal Building Project
Project No. 15-056A-1
Rolla National Airport

Authorization to Award

We have reviewed the letter that you provided dated August 23, 2016. We agree with your recommendation to award the construction contract to the low bidder, Cahills Construction, Inc. in the amount of $653,600.00.

Before we can authorize you to issue the Notice to Proceed to the contractor for construction, you must provide the following documentation to us for review and approval:

1. Aviation Project Supplemental Consultant Agreement for Construction Services including sponsor letter of recommendation of approval
2. Engineer’s Construction Observation Program Paving. Please submit to us at least 10 days prior to the preconstruction meeting so that we will have time to review it.
3. Executed copy of the contract documents including the bid proposal, construction contract, bonds, insurance, etc.
4. Conduct a pre-construction meeting and supply meeting minutes. Please give us at least 10 days’ notice of meeting for our availability of attendance.

We will await your submittal of the above documentation. We are looking forward to the successful completion of this project. If you have any questions, please call me at (573) 526-5571 or e-mail at tamara.pitts@modot.mo.gov.

Thank you,

Tamara M. Pitts, MoDOT
Aviation Project Manager

Copy: file
Steve Hargis, City of Rolla (email)
Darrin Bacon, City of Rolla (email)
Elizabeth Duvall, Jviation (email)
August 23, 2016

Ms. Tamara Pitts  
Missouri Department of Transportation  
Aviation Section-MO  
P.O. Box 270  
Jefferson City, MO 65102

RE: Rolla National Airport  
MoDOT Project No. 15-056A-1  
New Terminal Building

Dear Ms. Pitts:

Enclosed for your review and approval is a copy of the Engineer’s Letter of Recommendation and the Sponsor Certification for Equipment/Construction Contracts. Aviation has previously submitted to MoDOT the tabulation of bids for all bidders and the low bidders DBE participation form. The DBE goal for this project was 4% and the Contractor met this as part of their bid package. We have thoroughly evaluated the bid by Cahills Construction, Inc., and have determined them to be responsive and responsible, and consider their contract price fair and reasonable.

The City of Rolla hereby requests MoDOT’s authorization to award construction of the new terminal building to Cahills Construction, Inc., in the amount of $653,600.00.

If you have any questions, please call me at (573) 426-7948.

Sincerely,

[Signature]
John Butz  
City Administrator

Enclosures:  
Engineer’s Letter of Recommendation  
Sponsor Certification for Equipment/Construction Contracts
### Equipment and Construction Contracts

**Airport Improvement Sponsor Certification**

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<td>Rolla National</td>
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<tr>
<td>Project Number:</td>
<td>15-056A-1</td>
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<tr>
<td>Description of Work:</td>
<td>New Terminal Building</td>
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**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).
   - ✗ Yes  ☐ No  ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
   - ✗ Yes  ☐ No  ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☐ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainment (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☐ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)).
   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
   c. Publicly opened at a time and place prescribed in the invitation for bids; and
   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☐ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
   b. Plan for publicizing and soliciting an adequate number of qualified sources; and
   c. Listing of evaluation factors along with relative importance of the factors.

☐ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☐ Yes ☐ No ☐ N/A
8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
   a. Only one qualified person/firm submits a responsive bid;
   b. Award is to be made to other than the lowest responsible bidder; and
   c. Lifecycle costing is a factor in selecting the lowest responsive bidder.
   ☑ Yes  ☐ No  ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
   a. Access to Records (§ 200.336)
   b. Buy American Preferences (Title 49 U.S.C. § 50101)
   c. Civil Rights - General Provisions and Title VI Assurances (41 CFR part 60)
   e. Occupational Safety and Health Act requirements (20 CFR part 1920)
   f. Seismic Safety – building construction (49 CFR part 41)
   g. State Energy Conservation Requirements - as applicable (2 CFR part 200, Appendix II)
   h. U.S. Trade Restriction (49 CFR part 30)
   i. Veterans Preference (49 USC § 47112(c))
   ☑ Yes  ☐ No  ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
   ☑ Yes  ☐ No  ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
   ☑ Yes  ☐ No  ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).
   ☑ Yes  ☐ No  ☐ N/A
13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☐ Yes  ☐ No  ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $150,000) include or will include provisions, as applicable, that address the following:
   a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
   b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
   c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
   d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
   e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☐ Yes  ☐ No  ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

**Sponsor’s Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this 23rd day of August, 2016.

Name of Sponsor: City of Rolla

Name of Sponsor’s Authorized Official: Steve Hargis, P.E.

Title of Sponsor’s Authorized Official: **Public Works Director**

Signature of Sponsor’s Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.
August 22, 2016

Mr. John Butz  
City Administrator  
901 North Elm  
Rolla, Missouri 65402

Subject: Rolla National Airport  
New Terminal Building  
MoDOT Project No. 15-056A1  
Letter of Recommendation

Dear Mr. Butz:

Bid proposals for the above referenced project were received and opened on Wednesday, July 6, 2016 at 11:00 a.m. at the Rolla City Hall, 3rd Floor, 901 North Elm Street, Rolla, Missouri. Four contractors submitted formal bids. The bids were tabulated for mathematical correctness and are summarized in the following table:

<table>
<thead>
<tr>
<th></th>
<th>Engineer's Estimate</th>
<th>Cahills Construction, Inc.</th>
<th>BBi Constructors</th>
<th>Verslue Construction</th>
<th>Bales Construction Co., Inc.</th>
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<tr>
<td>Bond, Mobilization &amp;</td>
<td>$2,700.00</td>
<td>$28,600.00</td>
<td>$35,000.00</td>
<td>$30,000.00</td>
<td>$15,000.00</td>
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<td>Insurance</td>
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<td>Bid to Complete New</td>
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<td>625,000.00</td>
<td>714,000.00</td>
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<td>Terminal Building</td>
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<tr>
<td>Construction</td>
<td>$612,838.00</td>
<td>$653,600.00</td>
<td>$749,000.00</td>
<td>$788,365.00</td>
<td>$795,000.00</td>
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<tr>
<td>Total Bid</td>
<td></td>
<td></td>
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</table>

Cahills Construction, Inc., is the lowest bidder in the amount of $653,600.00, which was approximately 6.7% higher than the Engineer's Estimate.

During bidding, nine contractors acquired plans that listed themselves as potential prime contractors. BBi Constructors attended the pre-bid meeting held on June 22, 2016.

Our office and Integrity Engineering have reviewed the bid proposal for compliance with “Notice to Bidders.” Cahills Construction, Inc., submitted all of the required forms, including the Proposal Form, Buy American Certifications sheets, Worker Eligibility Verification, DBE Participation Form, Signature of Bidder, Bid Bond and acknowledged receipt of the one Addendum. The DBE goal of 4% was also met. We have reviewed the contractor's qualifications and MoDOT has concurred with the DBE participation. In accordance with the Buy American Certification sheet, Cahills Construction, Inc. submitted a Type 3 Waiver Request, and has received the Federal Aviation Administration's conditional approval. We consider this firm capable of completing the proposed work.

Based on the information provided, we recommend that the City of Rolla award the construction of the new terminal building, Project No. 15-056A1, to Cahills Construction, Inc., in the amount of $653,600.00.
The following documents have been enclosed for your records:

- Planholder's List
- Tabulation of Bids
- Copy of the Low Bidders' Bid Proposal
- Buy American Waiver Request and FAA conditional approval response

If you need additional information, please feel free to contact us.

Sincerely,

Elizabeth Duvall, P.E.
Project Engineer

Enclosures
Rolla National Airport - Aviation
Bid Opening: Wednesday, July 6, 2016 - 11:00 a.m.
Location: Rolla City Hall, 3rd Floor, 901 North Elm Street, Rolla, MO

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<th>Item #</th>
<th>Description</th>
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<td>15,000.00</td>
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<td>2</td>
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<td>1</td>
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<td>65203</td>
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<td>1700 NW Ankenytunnel Dr 200</td>
<td>Kansas City</td>
<td>64113</td>
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<td>3513 Central Ave</td>
<td>Kansas City</td>
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<td>(573) 469-4814</td>
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<td>15</td>
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<td>3513 Central Ave</td>
<td>Kansas City</td>
<td>64104</td>
<td>(573) 469-4814</td>
</tr>
</tbody>
</table>

**Subtotal:** 664,110,199
TO: City of Rolla

The undersigned, in compliance with the request for bids for construction of the following Project:

New Airport Terminal Building

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bonding, Mobilization &amp; Insurance For Project (Limited to 5% of Total Bid Value)</td>
<td>$13,600</td>
</tr>
<tr>
<td>2 Total Bid for Complete New Airport Terminal Building, Including Site Improvements As Shown on the Contract Plans and Contract Documents</td>
<td>$625,000</td>
</tr>
<tr>
<td>TOTAL BID</td>
<td>$638,600</td>
</tr>
</tbody>
</table>

WRITTEN BID
ACKNOWLEDGEMENTS BY BIDDER

a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".

b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.

c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.

d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.

e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 90 calendar days from the stated date for receipt of bids.

f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice-of-award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written “Notice-to-Proceed” as issued by the OWNER. The undersigned further agrees to complete the Project within 210 Calendar days from the commencement date specified in the Notice-to-Proceed.

h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of $750 per Calendar day as a liquidated damage to the OWNER.

i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract four percent of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the city in all contracts and subcontracts relating to this project. The undersigned will complete the

Section B 2
DBE Participation information included herein, when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.

j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the David Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.

k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:

   a. Contractors/Subcontractors are not exempt based on 41 CFR 60-1,5.
   b. Has 50 or more employees.
   c. Is a prime contractor or first tier subcontractor.
   d. There is a contract, subcontract, or purchase order amounting to $50,000 or more

l. The undersigned acknowledges receipt of the following addenda:

   Addendum No. 1, dated 6/27/16  Date Received
   Addendum No. ___, dated __________  Date Received
   Addendum No. ___, dated __________  Date Received
   Addendum No. ___, dated __________  Date Received
   Addendum No. ___, dated __________  Date Received

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

   a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
   b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
   c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
   d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
   e. The BIDDER has correlated their observations with that of the project documents.
f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.

g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.

h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER’S has direct or indirect financial interest in this proposal.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8) The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

c. Trade Restriction Certification (49 U.S.C. § 50104, 49 CFR Part 30)
By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as publish by the U.S.T.R.; and

3. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.
This certification concerns a matter within the jurisdiction of agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The offeror/contractor must provide immediate written notice to the sponsor if the offeror/contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The contractor must require subcontractor provide immediate written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an offeror or subcontractor:

b. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
c. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
d. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

d. Certification of Offeror/Bidder Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)

By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

e. Certification of Lower Tier Contractors Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)
The successful Bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website:

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above; and

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA and/or MoDOT later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA and/or MoDOT may pursue any available remedies, including suspension and debarment of the non-compliant participant.


The Bidder or Offer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employer of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard FormLLL, "Disclosure Form to Report Lobbying," in accordance with its Instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-orders at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for such failure.

g. Buy American Certification: (Title 49 U.S.C. § 50101)
The bidder agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Exception Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued List.

A bidder or offeror must submit the appropriate Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications:

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.

- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.
CERTIFICATE OF BUY AMERICAN COMPLIANCE
FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:

a) Only installing steel and manufactured products produced in the United States; or
b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:
1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination and results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver -- Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver includes:

a) Detailed cost information for total project using US domestic product

b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Cahills Construction, Inc.
Company Name

President
Title

Section B 9
WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT AGREEMENTS IN EXCESS OF $100,000 (Local match in excess of $5,000)
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri )
COUNTY OF Dent ) ss

On this ___ day of ____________, 2016, before me appeared __Tonie Cahill__
____, personally known to me or proved to me on the basis of satisfactory evidence to be a
person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as
follows:

My name is __Tonie Cahill__, and I am of sound mind, capable of making this
affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo,
to enter into any contract agreement with the state or any of its political subdivisions to
perform any job, task, employment, labor, personal services, or any other activity for which
compensation is provided, expected, or due, including but not limited to all activities conducted
by business entities:

I am the __President__ of Cahills Construction Inc., and I am duly authorized,
directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a
federal work authorization program operated by the United States Department of Homeland
Security, and the aforementioned business entity shall participate in said program to verify
information (employment eligibility) of newly hired employees working in connection to work
under the within contract agreement. I have attached documentation to this affidavit to
evidence enrollment/participation by the aforementioned business entity in a federal work
authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does
not and shall not knowingly employ, in connection to work under the within contract
agreement, any alien who does not have the legal right or authorization under federal law to
work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are
satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held
liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly
employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the
aforementioned business entity and not under duress.

[Affiant Signature]

Subscribed and sworn to before me this ___ day of ____________, 2016.

[Subscripted Signature]
My commission expires:

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The information shown in this section must be completed when a DBE contract goal has been established. The percentage must equal or exceed the DBE contract goal. If the percentage is below the contract goal, then the bidder must submit complete written documentation of good faith efforts taken to meet the DBE contract goal.

a. The undersigned submits the following list of DBE's to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

b. Joint venture with a DBE. The undersigned submits the following list of bid items the DBE prime is responsible for and any items that will be subcontracted out are noted with an asterisk or a similar notation. The work, applicable value and percentage of total federal contract the DBE prime is responsible for are as follows:

<table>
<thead>
<tr>
<th>(A) DBE Name and Address</th>
<th>(B) Bid Item Number(s) or Work Performed</th>
<th>(C) Dollar Value of DBE Work **</th>
<th>(D) Percent Applicable to DBE Goal (100%, 60%)</th>
<th>(E) Dollar Amount Applicable to DBE Goal (C x D)</th>
<th>(F) Percent of Total Contract (C / Total Contract Amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select Steel Service</td>
<td>Reinforcing Steel</td>
<td>14500</td>
<td>100%</td>
<td>14500</td>
<td>2.34</td>
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<tr>
<td>PO Box 877 O'Fallon, MO 63366</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>J. West Electric</td>
<td>Electrical Materials</td>
<td>17500</td>
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<td>10500</td>
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<td>913 Blossom Lane</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>St. Louis, MO 63119</td>
<td></td>
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</tr>
</tbody>
</table>

TOTAL DBE PARTICIPATION $ 25000 4.03 %

**Cannot exceed contract amount for given item of work.

Truck services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm.

Merchant wholesalers (supply) are credited at 60%.

Brokered services will only receive credit for fees.

(Please reproduce the above sheet if additional space is needed.)

Section 8-18

[Signature]

[Date]
THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED
WITH SECTIONS B-1 THROUGH B-19 FILLED OUT COMPLETELY

SIGNATURE OF BIDDER

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the Individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below, that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

( ) sole individual  ( ) partnership  ( ) joint venture

( ) corporation, incorporated under the laws of state of Missouri___________.

Executed by bidder this 6 day of July 2016 ___.

Name of individual, Address of each:
all partners:
or joint venturers:

Address of principal place of business in Missouri:

(if using a fictitious name, show this name above in addition to legal names)

Cahills Construction, Inc.

(If a corporation, show its name above)

604 S. Park

Salem, MO 65560

ATTEST:

(Signature) Secretary

(Toni Cahill)

Please print name

(Toni Cahill)

Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.220 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo.
Ms. Wanda Reveal at 703 Salem Avenue has expressed concerns regarding the number, types and speeds of vehicles using Salem Avenue.

Salem Avenue is classified as a collector street. Near 703 Salem Avenue (which is near Highway 72), the traffic count is approximately 3000 vehicles per day. Further west, just past Soest Road, this count climbs to 4000 vehicles per day. The speed limit on Salem Avenue is posted 30 mph. During the morning and afternoon when children are present and school is in session flashing school zone signs indicate the posted speed limit is 20 mph. The flashing signs are placed about 600' either side of Mark Twain Elementary School.

Salem Avenue is a collector street and various types of vehicles including trucks are to be expected to travel along the street. The speed limit of 30 mph appears to have been established in 1965 and has remained in effect since that time.

After several conversations with Ms. Reveal she pointed out that 18th Street and Lanning Lane were posted 25 mph with special school zone limits of 20 mph during the morning and afternoon. Since Lanning Lane, 18th Street and Salem Avenue all had grade schools she made the request to lower the speed limit on Salem Avenue to match the other two grade schools.

We also have special school zone limits of 20 mph on Pine Tree, Soest and 10th Streets. The roads are posted 30 mph during times the school zone limit is not in effect. The following is a listing of streets with school zones, estimated average daily traffic (ADT), number of accidents in the school zones within an eleven year period, and speed limits when the 20 mph school zone limit is not in effect.

<table>
<thead>
<tr>
<th>STREET</th>
<th>ESTIMATED ADT</th>
<th>ACCIDENTS</th>
<th>SPEED LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salem Avenue</td>
<td>3,000</td>
<td>9</td>
<td>30</td>
</tr>
<tr>
<td>18th Street</td>
<td>4,500</td>
<td>14</td>
<td>25</td>
</tr>
<tr>
<td>Lanning Lane</td>
<td>3,000</td>
<td>4</td>
<td>25</td>
</tr>
<tr>
<td>Pine Tree Road</td>
<td>10,500</td>
<td>21</td>
<td>30</td>
</tr>
<tr>
<td>Soest Road</td>
<td>2,500</td>
<td>10</td>
<td>30</td>
</tr>
<tr>
<td>10th Street</td>
<td>9,200</td>
<td>7</td>
<td>30</td>
</tr>
</tbody>
</table>

Ms. Reveal has been very persistent on wanting the speed limit lowered. I agreed to place this on the council agenda for discussion. Ms. Reveal is planning to attend the meeting.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: Traffic Code Changes

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 09/06/16

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

COMMENTARY:

Attached is an ordinance which would change Chapter 27 of the Rolla City Code relating to motor vehicles and traffic.

Section I would establish 30 minute parking along the east side of Rolla Street between 11th Street and 12th Street. Both MS&T and State Farm Insurance are in agreement with this change. This will allow customers of State Farm Insurance and The Coffee Perk to park adjacent to these two businesses for up to 30 minutes.

Section 2 would establish permit parking only on the municipal lot at 5th & Elm Streets. We have rented all of these spaces to individuals to park their vehicles long term.

Staff recommends approval of the ordinance.
Section 27-98

Thirty minute parking – From 8:00 A.M. to 5:00 P.M.

.10- Rolla Street, on the east side, from a point fifty feet north of the intersection of Rolla Street and Eleventh Street, to a point one hundred and eighty-five feet north of the intersection of Rolla Street and Eleventh Street.

M.S.& T. requested 30 parking at this location.
Parking in this area is currently unrestricted.
Section 27-107 Ten-Hour Parking on Certain Municipal Lots

Previously.03- Parking lot between Fifth Street, Sixth Street, Elm Street and the Burlington Northern Railroad tracks, except for the numbered lots. No parking between the hours of 1 a.m. and 5 a.m.

Due to the demand for student parking, all Ten-Hour parking in this lot has been converted to Permit Parking.

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

Section 1: That Section 27-98 of the Code of the City of Rolla, Missouri, is hereby repealed and a new Section 27-98 is hereby enacted in lieu thereof as follows:

Sec. 27-98 Thirty minute parking – From 8:00 A.M. to 5:00 P.M.

.01- Eleventh Street, on the north side from a point fifty-three feet east of the intersection of Eleventh Street and Elm Street to a point one hundred and sixty-nine feet east of the intersection of Eleventh Street and Elm Street. (Ord. 3942)

.02- Eleventh Street, on the south side from a point fourteen feet east of the intersection of Eleventh Street and Rolla Street to a point fifty-three feet east of the intersection of Eleventh Street and Rolla Street. (Ord. 3942)

.03- Elm Street, on the east side from a point sixty feet north of the intersection of Elm Street and Eleventh Street to a point two hundred and twenty-two feet north of the intersection of Elm Street and Eleventh Street. (Ord. 3942)

.04- Park Street, on the east side from a point thirty feet north of the intersection of Park Street and Sixth Street to a point one hundred fifty-feet north of the intersection of Park Street and Sixth Street. (Ord. 3942)

.05- Pine Street, on the west side, from a point thirty-three feet south from the intersection of Pine Street and Eighth Street to a point seventy-four feet south of the intersection of Pine Street and Eighth Street. (Ord. 3942)

.06- Pine Street, on the east side from a point thirty-six feet south of the intersection of Pine Street and Eleventh Street to a point fifty-six feet south of the intersection of Pine Street and Eleventh Street. (Ord. 3942)

.07- Rolla Street, on the east side from a point twenty feet south of the intersection of Rolla Street and Eleventh Street to a point two hundred and forty-five feet south of the intersection of Rolla Street and Eleventh Street. (Ord. 3942)

.08- State Street, on the east side from a point thirty feet south of the intersection of State Street and Eighth Street to a point one hundred fifty-two feet south of the intersection of State Street and Eighth Street. (Ord. 3942)

VI. F. 4.
.09- Rolla Street, on the west side, from a point eighty-five feet north of the intersection of Rolla Street and Tenth Street, to a point one hundred and thirty feet north of the intersection of Rolla Street and Tenth Street. (Ord. 4289)

.10- Rolla Street, on the east side, from a point fifty feet north of the intersection of Rolla Street and Eleventh Street, to a point one hundred and eighty-five feet north of the intersection of Rolla Street and Eleventh Street. (new)

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this Section.

Section 2: That Section 27-107 of the Code of the City of Rolla, Missouri, is hereby repealed and a new Section 27-107 is hereby enacted in lieu thereof as follows:

Sec. 27-107. Ten-hour parking on certain municipal lots.

No motor vehicle shall be parked for a period of time longer than ten consecutive hours, excluding weekends, unless otherwise posted on the following municipal lots:

.01- Parking lot between Eighth Street and Ninth Street, west of Oak Street. (Ord. 3983)

.02- Parking lot between Ninth Street and Tenth Street, Elm Street and Oak Street, except for the four designated "Visitor Parking Spaces" at the southwest corner of the parking lot. (Ord. 3983)

.03- Parking lot between Seventh Street and Eighth Street, along the west side of Elm Street. No parking between the hours of 1:00 a.m. and 5:00 a.m., excluding weekends, unless otherwise posted. (Ord. 3983)

.04- Parking lot on the north side of Eighth Street and the west side of Rolla Street. No parking between the hours of 1 a.m. and 5 a.m. (Ord. 3983)

.05- Parking lot on the east side of Park Street and the south side of Eighth Street and the west side of Main Street. No parking between the hours of 1 a.m. and 5 a.m. (Ord. 3983)

.06- Parking lot being that portion of Cedar Street between Fourth Street and Fifth Street and also being lots 141, 142, 143 and 144, Block 5 of the James Addition to Rolla. (Ord. 3983)

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this Section.
Section 3: That this ordinance 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
The attached ordinance increases the Sewer User Rate from $5.00/1000 gallons to $5.15/1000 gallons. The average monthly rate will rise from $30.00 per month to $30.90 for an average 6,000 gallons per month user. The 2016-2017 budget is based on this rate increase.

Staff requests first reading of the Ordinance.
ORDINANCE NO. __________

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER.

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

Section 1: That certain sections of Chapter 35, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water be amended to read as follows:

Section 35-126. Basic user rate for metered users.

Each user shall pay for the services provided by the City based on his use of the treatment works as determined by water meters acceptable to the City.

User charges shall be based on water used during the current month. If a user has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on wastewater meters or separate water meters installed and maintained at the contributor's expense, and in a manner acceptable to the City.

On a monthly basis each contributor shall pay a user charge rate for operation and maintenance including replacement of $5.15 for 0 - 1000 gallons of water (or wastewater) and $5.15 per 1000 gallons of water (or wastewater) for each additional 1000 gallons as determined in a preceding section.

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each such user shall be determined by the responsible plant operating personnel and approved by the city council.

The user charge rates established in this Article apply to all users, regardless of their location, of the City's treatment works. (Ord. 2391, §1; Ord. 2556, §1; Ord. 2886, §3; Ord. 2950, §2; Ord. 3017, §2; Ord. 3082, §2; Ord. 3215, §2; Ord. 3267, §2; Ord. 3359, §2; Ord. 3418, §2; Ord. 3486, §2; Ord. 3530, §2; Ord. 3703, §2; Ord. 3770, §2; Ord. 3830, §2; Ord. 3881, §2; Ord. 3935, §1; Ord. 3966, §1; Ord. 4060, §1; Ord. 4117, §1; Ord. 4166, §1)
Section 35-127. Basic user rate for non-metered residential users.

All residential non-metered users of wastewater facilities shall pay a flat rate annual charge to cover the basic rate of $5.15 per 1,000 gallons.

The flat rate annual charge for non-metered users shall be computed on an annual basis by the public works director as shown in Appendix "A". The flat annual charge is $323.46 per year for each non-metered residential unit.

In the event the sewer use of a facility is estimated by the public works director to be in excess of the amount equal to an amount equivalent to $5.15/1000 gallons, the public works director may require such flat rate user to install a metering device on the water supply to measure the amount of service supplied and to adjust the annual user fee accordingly. (Ord. 2391, §2; Ord. 2459, §2; Ord. 2556, §2; Ord. 2886, §3; Ord. 2950, §2; Ord. 3017, §2; Ord. 3082, §2; Ord. 3215, §2; Ord. 3267, §2; Ord. 3359, §2; Ord. 3418, §2; Ord. 3486, §2; Ord. 3530, §2; Ord. 3703, §2; Ord. 3770, §2; Ord. 3830, §2; Ord. 3881, §2; Ord. 3935, §1; Ord. 3966, §1; Ord. 4060, §1; Ord. 4117, §1; Ord. 4166, §1)

APPENDIX "A" TO USER CHARGE ORDINANCE - (Actual Use Rate Structure)

This appendix presents the methodology to be used in calculating user charge rates and surcharges and illustrates the calculations followed in arriving at the first year's user charges and surcharges. The unit costs established in this appendix are based on estimates of expenses and loadings. The actual expenses and loadings that occur may differ from these estimates and certainly will change as time passes. Therefore, the unit costs must be reestablished whenever necessary to reflect actual expenses and loadings. Once the system is in use, the expenses and loadings can be determined from operating records and the unit costs can be adjusted based on these figures. The City of Rolla presently has 6,290 metered and 364 non-metered residential customers.

1. Expenses: The total annual expenses associated with the treatment works, as defined in Sec. 35-124, are estimated as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Annual Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>$ 274,500.00</td>
</tr>
<tr>
<td>Power</td>
<td>$ 250,000.00</td>
</tr>
<tr>
<td>Labor (including fringe benefits)</td>
<td>$ 833,142.00</td>
</tr>
<tr>
<td>Material Costs</td>
<td>$ 314,949.00</td>
</tr>
<tr>
<td>Replacement Costs (see Appendix &quot;B&quot;)</td>
<td>$ 272,189.00</td>
</tr>
<tr>
<td>Debt Service</td>
<td>$1,115,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$3,059,780.00</td>
</tr>
</tbody>
</table>
** Includes I/I costs.

2. Allocation of Expenses: The total operation and maintenance including replacement expense is allocated to the appropriate pollutants in the following manner:

- Annual $ to Treat Annual Flow $1,223,912.00
- Annual $ to Treat Annual BOD $917,934.00
- Annual $ to Treat Annual SS $917,934.00

3. Loadings:

- The initial hydraulic loading is estimated to be 1,064,068,420 gal/year.
- The initial water usage (metered and non-metered) is estimated to be 594,132,039 gal/year.
- The initial BOD loading is estimated to be 991,606.37 pounds/year.
- The initial SS loading is estimated to be 1,239,507.97 pounds/year.

4. Unit Costs:

- Initial unit cost for flow in (expressed in usage) $/gallons = $1,223,912.00/594,132,039 = $0.0021
- Initial unit cost for BOD in $/pound = $917,934.00/991,606.37 = $0.926.
- Initial unit cost for SS in $/pound = $917,934.00/1,239,507.97 = $0.741.

The unit costs for BOD, SS and other Pollutants are to be inserted in Sec. 35-128 of the ordinance.

5. User Unit Charge: The user unit charge is calculated as following using the pollutant concentration defining normal domestic wastewater in Sec. 35-124 of this ordinance.

- Unit charge = $2.06/1000 gal.
- + ($0.926 unit BOD charge) (200 mg/l BOD) (.00834)
- + ($0.741 unit SS charge) (250 mg/l SS) (.00834)
- = $5.15/1000 gal.

Where:

- Unit charge is in $/1000 gallon or $5.15/1000 gallon
- Unit flow charge is in $/1000 gallon from paragraph 4
- Unit BOD charge is in $/lb BOD from paragraph 4
- Unit SS charge is in $/lb SS from paragraph 4
- BOD is the normal domestic BOD strength in milligrams per liter (mg/l) as defined in Sec. 35-124 of the ordinance.
- SS is the normal domestic SS strength in mg/l as defined in Sec. 35-124 of the ordinance.
- .00834 is a unit conversion factor.
This total unit charge is to be inserted in Sec. 35-126 of the ordinance.

An example of the calculation of a residential charge for a resident of the City of Rolla follows:

Six thousand (6,000) gallons usage @ $5.15/1000 gallons = $30.90/month sewer user charge.

6. Extra Strength Users: For users who contribute wastewater that has greater strength than normal domestic wastewater, the user charge will be calculated as follows:

- Total monthly charge to extra strength user =
- $V ($5.15/1000 gal unit charge)
- $V ($0.926/1000 gal unit BOD charge) (BODes-BODnd)(.00834)
- $V ($0.741/1000 gal unit SS charge) (sses - SEND)(.00834)

Where:

- $V$ is the Volume of wastewater in 1000 gallons discharged by the extra strength user during the month.
- Unit flow charge is in $/1000 gal from paragraph 4
- Unit BOD charge is in $/lb BOD from paragraph 4
- Unit SS charge is in $/lb SS from paragraph 4
- BOD is the normal BOD strength in milligrams per liter (mg/l) as defined in Sec. 35-124 of the ordinance.
- SS is the normal domestic SS strength in mg/l as defined in Sec. 35-124 of the ordinance.
- .00834 is a unit conversion factor.
- es is extra strength
- nd is normal domestic

An example user charge calculation for an extra strength user of the City of Rolla treatment works follows:

20,000 gallons usage, BOD = 300, SS = 350

- Charge = 20 ($5.15) =$103.00
- + 20 ($0.926) (300-200) (.00834) =$15.45
- + 20 ($0.741) (350-250) (.00834) = $12.36
- = $130.81/month

7. Basic user rate for non-metered residential users: Calculation of charges to users in residential classes.

\[ \frac{(\text{Total Water Usage}) \times (\text{User Rate})}{\text{Total Number of Residential Meters}} \]
• \((395,060,085 \text{ gallons of water}) \times \left(\frac{$5.15}{1000 \text{ gallons}}\right) \div (6290 \text{ Residential Meters})\)
• \(= \$323.46 \text{ Average Annual Cost}\)

This average annual cost to be used for non-metered residential users and inserted in Section 35-127.

Section 2. This Ordinance shall be in full force and effect as of the first billing of the Sewer and Water Charges on October 1, 2016.


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor
COMMENTARY:

In an effort to improve the appearance of residential neighborhoods, the Refuse Service Review Committee has worked to find a solution for the multitude of trash carts being left at the curb throughout the city. After much deliberation by the Committee and the City Council, changes were made to the City Code that will provide for better enforcement and better planning for future multi-family developments. A switch to communal dumpster areas versus the continued use of multiple individual carts improves neighborhood appearance, reduces the need for enforcement, and affords some financial benefit to the City. This provides some justification for offering to install, or to contribute to the cost of, a concrete pad for the placement of a large dumpster within qualifying housing areas. For those property owners willing to replace individual carts with communal dumpster locations within existing multi-family developments, staff recommends offering to use money from the Environmental Services fund to pay for all or a portion of the cost of installing an appropriate concrete pad. One stipulation of this arrangement should include the owner being required to pay for the enclosure walls (block, brick, wood, screened fencing, etc.) and gates and to maintain the same.

The following page provides some economic comparisons of multiple individual carts versus centralized dumpster areas.
Multiple Roll-out Carts vs. Centralized Dumpster Locations
Economic Considerations for Providing Service

Assumed Fixed Costs
-Packer Truck
-Waste Disposal (volume will remain relatively steady)

Variables
-Labor/Time (may be a minimal difference depending on number of trips per week to empty dumpster). A 60-unit weekly cart pickup would be equivalent to twice weekly, two location commercial dumpster service (30-35 minutes/week).
-Fuel consumption (dependent upon number of trips per week). Comparable fuel consumption to twice weekly pickup versus idle time with 60 carts.
-Repair and replacement of carts versus a large dumpster (much higher maintenance on carts).
-Purchase price of multiple carts versus price of large dumpster. Each has roughly a 10-year life span, but the purchase price of the carts is significantly higher.

Example (using a model of a development consisting of 60 units)
To accommodate the weekly waste generation equivalent to 60 individual 90-gallon carts, this development would require 20 cubic-yards of capacity/service weekly.

Revenue comparisons:

1) Sixty 90-gallon carts emptied once/week and billed individually - $840/month.

2) The 20 cubic-yard capacity could be accomplished with one of the following recommended scenarios:
   a) Two 2 cubic-yard dumpsters emptied five days/week billed to a commercial account - $635/month
   b) Two 6 cubic-yard dumpsters emptied twice/week billed to a commercial account - $623.20/month

3) Shifting from individual carts to centralized dumpsters yields an economic benefit of approximately $200/month.

Capital Cost Comparisons:
1) 90-gallon carts @ $70 each X 60 = $4,200
2) 2 cubic-yard dumpster @ $400 each x 2 = $800
3) 6 cubic-yard dumpster @ $920 each x 2 = $1,840
Guidelines for Construction of Refuse/Recycling Enclosure areas and Parking Lots

During new construction or major renovations, please use the following details for design and location of enclosure areas for refuse and or recycling containers.

The City of Rolla offers various sizes of refuse containers ranging from 1 cubic-yard to 6 cubic-yards. The size requirement of the enclosure will be dependent upon the level of service (number of containers) desired. The following are MINIMUM space requirements; include additional space for recycling containers, grease traps, etc.

In all instances, the truck operator must be able to walk completely around the dumpster(s). Any doors or gates on the enclosure must open outwardly and be secured to prevent swinging or being wind-blown. Holes may be drilled in the enclosure floor for locking pegs.

Refuse trucks are approximately 30 feet in length and require room to maneuver. Do NOT allow parking in the dumpster area to avoid interruption of sanitation services. Refuse trucks weigh approximately 30,000 pounds empty and as much as 44,000 when fully loaded. Driveway aprons and parking lots should be constructed accordingly by increasing concrete thickness or including reinforcement.

Cardboard and paper recycling services are offered by the Environmental Services Department as well. A separate heavy gauge wire-panel pen will be provided for cardboard storage that typically measures 4’x4’ or 4’x8’. They may be placed inside or outside of the refuse enclosure. The recycling truck must be able to back up directly to the pen. Sixty-five gallon carts are also offered for storage of mixed paper and must be able to be rolled to the rear of the collection truck. Questions? Contact the Solid Waste Foreman at 573-308-4062.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie D. Rogers
Finance Director

DATE: September 6, 2016

BUDGET APPROPRIATION: $69,740

ACTION REQUESTED: Motion

SUBJECT: A Motion To Award Third Party Administrator (TPA) Services

COMMENTARY:

Attached to this commentary, you will find a spreadsheet summarizing the four (4) Third Party Administrator (TPA) bid quotations obtained on behalf of the City of Rolla by the consultant/broker, Hays Companies.

These bids were obtained through direct contact with each TPA provider and were obtained in an effort to compare current services with other services available in the marketplace. It is the practice of the City of Rolla to review TPA services annually but request a formal bid at a minimum of every five (5) years.

It is the recommendation of Hays Companies and staff to award TPA services to Meritain.
<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Fee</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renewal Plan (SL - Optum)</td>
<td>$34,894</td>
<td>$418,979</td>
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<tr>
<td>Total Fixed Costs</td>
<td></td>
<td>$348,979</td>
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<td>$383,079</td>
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<td>Total Maximum Cost</td>
<td></td>
<td>$354,473</td>
</tr>
</tbody>
</table>

**Notes:**
1) Proposals are based on the following enrollment:
   - Employee: 64
   - Family: 120
2) All proposals are based on the current plan design.
DEPARTMENT: Steffanie D. Rogers  
Finance Director  

ACTION REQUESTED: Motion  

DATE: September 6, 2016  

BUDGET APPROPRIATION: $418,993  

SUBJECT: A Motion To Award Health Insurance Excess Coverage  

COMMENTARY: 

Attached to this commentary, you will find a spreadsheet summarizing the three (3) bid quotations obtained on behalf of the City of Rolla by the consultant/broker, Hays Companies. The bids were obtained through stop loss brokers, managing general underwriters or directly from the carrier. The current deductible is $75,000.00. As of late August, six (6) cases within the plan has required the use of this excess coverage (stop loss).

On the bid results spreadsheet, there are three (3) primary areas; “Total Fixed Costs”, “Expected Claims Liability” and “Maximum Claims Liability”. The total fixed costs section factors in the premiums paid for specific and aggregate reinsurance while the expected liability section factors in the claims expectation set by the reinsurance carrier based on past claims information. The maximum claims liability section combines both the fixed costs and expected claims liability to present an overall picture of the reinsurance quotation. With all factors considered, the bid that will best serve the City of Rolla is the Optum (renewal option) quotation. The total premium effective October 1, 2016 will be $418,993 which is a 4.8% decrease over 2015.

Additional quotations were obtained by Hayes Companies for $80,000.00 and $85,000.00 stop loss deductible. These additional quotations were obtained to provide a cost comparison relative to our current $75,000.00 deductible. Over the last five (5) years, there have been six (6) participants to exceed the $75,000.00 deductible. When raising the deductible the premiums would be reduced, however, with the reduction of premiums come the potential risks related to participants with higher medical claims costs. The City is responsible for the payment of benefits up to the stop loss deductible and could potentially be paying more than the initial savings.

Also included in the packet is the latest employer/employee health insurance calculation. This is the calculation used to monitor the City covering 67% of the total medical costs with employees being responsible for 33% of the total cost. At this time, we are projecting a small increase in January 2017 to offset increasing costs.

It is the recommendation of Hays Companies and staff to award Health Insurance Excess Coverage to Optum (renewal option) and to remain at the current deductible of $75,000.00.
<table>
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<tr>
<th>City of Rolla $75K</th>
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<tr>
<td>08/31/2016</td>
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<td>Quote Based On:</td>
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<td>Specific Deductible</td>
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<td>HealthLink OAll Access Fee - ee/mo</td>
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<td>PBM Transfer - ee/mo</td>
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<td>Total Administration Fee</td>
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<td>PPACA TransRe Fee $50/mo +SBC fee</td>
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<td>Total Administration, PPO, UR Annual Costs</td>
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<td>TOTAL FIXED COST (A)</td>
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<td>Aggregate Factors Expected Claims</td>
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<td>Single factor</td>
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<td>Family factor</td>
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<td>EXPECTED CLAIMS LIABILITY (B)</td>
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<td>Aggregate Factors Maximum Claims</td>
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<td>Family factor</td>
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<td>Lasers</td>
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<tr>
<td>MAXIMUM CLAIMS LIABILITY (C)</td>
</tr>
<tr>
<td>Run-In-Limit***</td>
</tr>
<tr>
<td>Total Fixed Cost &amp; Expected Claims (A+B)</td>
</tr>
<tr>
<td>Total Fixed Cost &amp; Maximum Claims (A+C)</td>
</tr>
<tr>
<td>Percentage Change</td>
</tr>
<tr>
<td>$ Change (based on Maximum Claims)</td>
</tr>
<tr>
<td>Lasers</td>
</tr>
<tr>
<td>Firm</td>
</tr>
</tbody>
</table>
Calendar Year 2016 Health Insurance Report  
For the Period Jan. 1 - Dec 31, 2016

<table>
<thead>
<tr>
<th></th>
<th>Jan</th>
<th>Feb</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Admin Costs</td>
<td>$ 31,218 06</td>
<td>$ 30,826 26</td>
<td>$ 31,647 10</td>
<td>$ 30,602 43</td>
<td>$ 31,745 02</td>
<td>$ 30,201 32</td>
<td>$ 31,843 00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 218,083 19</td>
</tr>
<tr>
<td>Total Claims Paid</td>
<td>$ 156,283 52</td>
<td>$ 123,497 49</td>
<td>$ 280,919 14</td>
<td>$ 160,750 72</td>
<td>$ 23,723 30</td>
<td>$ 242,178 89</td>
<td>$ 161,449 99</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 1,165,154 54</td>
</tr>
<tr>
<td>Premiums Withheld*</td>
<td>$ 50,807 90</td>
<td>$ 62,327 61</td>
<td>$ 75,450 02</td>
<td>$ 60,589 80</td>
<td>$ 61,076 80</td>
<td>$ 56,814 13</td>
<td>$ 53,031 80</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 420,098 06</td>
</tr>
</tbody>
</table>

City Total Costs 2016

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin Costs</td>
<td>$ 218,083 19</td>
</tr>
<tr>
<td>Health Testing (142 participants)</td>
<td>$ -</td>
</tr>
<tr>
<td>Wellness Incentives</td>
<td>$ 9,550 00</td>
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<tr>
<td>Affordable Care Act (ACA)</td>
<td>$ 7,134 44</td>
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<tr>
<td>Claims Paid</td>
<td>$ 119,354 55</td>
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<tr>
<td>Less Premiums Withheld</td>
<td>$ 420,098 06</td>
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<tr>
<td>SUBTOTAL</td>
<td>$ 927,603 12</td>
</tr>
</tbody>
</table>

Employee Total Costs 2016

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premiums Withheld</td>
<td>$ 420,098 06</td>
</tr>
<tr>
<td>Deductibles</td>
<td>$ 43,756 07</td>
</tr>
<tr>
<td>Out-of-Pocket</td>
<td>$ 10,357 36</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$ 474,211 45</td>
</tr>
<tr>
<td>TOTAL HEALTHCARE COSTS</td>
<td>$ 1,401,814 61</td>
</tr>
</tbody>
</table>

33.83% Total healthcare costs paid by employee.

*Effective January 1, 2016, employees participating in the wellness program are eligible to receive a 5% discount per pay period, no more than $15 depending on Healthics results.

Current Premiums

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$ 90.00</td>
</tr>
<tr>
<td>Employee &amp; Spouse</td>
<td>$ 184.00</td>
</tr>
<tr>
<td>Employee &amp; Children</td>
<td>$ 156.00</td>
</tr>
<tr>
<td>Family</td>
<td>$ 204.00</td>
</tr>
</tbody>
</table>
CITY OF ROLLA

CITY COUNCIL AGENDA

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

ITEM/SUBJECT: MoDOT AIP Amended Grant Agreement for New Terminal Building

BUDGET APPROPRIATION (IF APPLICABLE) $571,705  DATE: September 6, 2016

COMMENTARY: Attached is an Amendment to the grant agreement from September 2015 to do design and construction observation on the new terminal building at RNA. This additional $571,705 provides the match for construction of this project (pending award to Cahill’s Construction). The City receives an annual allocation (entitlement funds of $150,000 per year toward Airport Capital Improvements). This agreement covers the following allocations:

<table>
<thead>
<tr>
<th>Year</th>
<th>Entitlement Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>Non-Primary Entitlement</td>
<td>$150,000</td>
</tr>
<tr>
<td>2014</td>
<td>Non-Primary Entitlement</td>
<td>$150,000</td>
</tr>
<tr>
<td>2015</td>
<td>Non-Primary Entitlement</td>
<td>$150,000</td>
</tr>
<tr>
<td>2016</td>
<td>Non-Primary Entitlement</td>
<td>$121,705</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$571,705</td>
</tr>
</tbody>
</table>

This grant agreement requires a City match of $63,523 and must be executed by September 23, 2016. The project must be completed by September 30 2017.

Recommendation: First reading.
ORDINANCE NO. _________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, STATE BLOCK GRANT AGREEMENT AMENDMENT #1 (PROJECT NO. 15-056A-1) BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

NOW, THEREFORE, 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, State Block Grant Agreement Amendment #1 (Project No. 15-056A-1) between the City of Rolla, Missouri, and the Missouri Highways and Transportation Commission, a copy of said agreement being attached hereto and marked Exhibit A.

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


APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT

AMENDMENT #1

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Rolla (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on September 11, 2015, and executed by the Commission on September 23, 2015, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed One Hundred Thirteen Thousand Five Hundred Forty-Six Dollars ($113,546) to the Sponsor to assist with Design Terminal Building; and

WHEREAS, the Commission previously approved funds for Design and Construct Terminal Building; and

WHEREAS, the level of funding originally approved is not sufficient to cover the costs associated with Design and Construct Terminal Building.

WHEREAS, the Commission has sufficient funds to increase the grant amount for Design and Construct Terminal Building.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) ADDITIONAL GRANT: The Commission grants to the Sponsor an additional sum not to exceed Five Hundred Seventy-One Thousand Seven Hundred Five Dollars ($571,705) for Design and Construct Terminal Building subject to the following conditions:

(A) The Sponsor shall provide matching funds of not less than Sixty-Three Thousand Five Hundred Twenty-Three Dollars ($63,523) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.
(B) The project will be carried out in accordance with the assurances (Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(C) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before September 23, 2016, or such subsequent date as may be prescribed in writing by the Commission.

(D) Based upon the revised project schedule, the original project time period of August 31, 2016, will be extended to September 30, 2017, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(E) All other terms and conditions of the Original Agreement entered into between the parties shall remain in full force and effect.

(2) ADDITIONAL PROVISIONS: Because this project will be utilizing Federal Fiscal Year 2016 funds, the following provisions are applicable:

(A) Trafficking in Persons:

1. The prohibitions against trafficking in persons (hereinafter, "Prohibitions") apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:
   
   a. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
   
   b. Procuring a commercial sex act during the period of time that the agreement is in effect; or
   
   c. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

2. In addition to all other remedies for noncompliance that are available to the Federal Aviation Administration (hereinafter, "FAA"), Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity:
   
   a. Is determined to have violated the Prohibitions; or
   
   b. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
i. Associated with performance under this agreement; or

ii. Imputed to the Sponsor or subrecipient using 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

(B) Suspension and Debarment: Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-federal entity is eligible to participate in this Federal program by:

   a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or

   b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

   c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and

2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

(C) System for Award Management Registration and Universal Identifier:

1. Requirement for System for Award Management (hereinafter, "SAM"): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Commission review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

2. Requirement for Data Universal Numbering System (hereinafter, "DUNS") Numbers:

   a. The Sponsor that it cannot receive a subgrant unless it has provided its DUNS number to the Commission.

   b. The Commission may not make a subgrant to the Sponsor unless it has provided its DUNS number to the Commission.
c. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-608-8220) or on the web (currently at http://fedgov/dnb/com/webform).

(D) BAN ON TEXTING WHILE DRIVING: In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(E) EXHIBIT "A" PROPERTY MAP: The Sponsor's existing Exhibit "A" Property Map dated February 4, 1997, will be updated in an upcoming grant project to reflect the release of property for nonaeronautical purposes. The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the Commission and to submit it in final form to the Commission.

(F) Consultant Contract and Cost Analysis: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the Commission has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

(G) Revenue Producing Project: The Sponsor agrees and understands that the Sponsor has certified to the Commission that it has made adequate provisions for financing airside needs. Further, the Sponsor agrees it will not seek AIP discretionary grant funds for the airside needs of the airport for three fiscal years following the fiscal year in which this grant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the grant assurances.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Sponsor this ___ day of ____________, 20__.

Executed by the Commission this ___ day of ____________, 20__.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Title ___________________________

Secretary to the Commission

Approved as to Form:

Commission Counsel

CITY OF ROLLA

By _____________________________

Title ___________________________

By _____________________________

Title ___________________________

Approved as to Form:

Ordinance No. __________________
(if applicable)
CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____________________________, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF ROLLA

________________________________________
Name of Sponsor’s Attorney (typed)

________________________________________
Signature of Sponsor’s Attorney

Date ________________________________
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD:  Steve Hargis

ACTION REQUESTED:  Bid Award/Ordinance  1st Reading

ITEM/SUBJECT:  Project 411 – 2016/2017 Concrete Paving
McCutchen Drive

BUDGET APPROPRIATION (IF APPLICABLE)  DATE:  09/06/16

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

COMMENTARY:

City staff asked for and received bids for 2016-2017 Concrete Paving for McCutchen Drive. The following bids were received:

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bloomsdale Excavating Company, Inc.</td>
<td>$165,312.50</td>
</tr>
<tr>
<td>1221 State Route Y</td>
<td></td>
</tr>
<tr>
<td>Bloomdale, MO 63627</td>
<td></td>
</tr>
</tbody>
</table>

Staff recommends award of the bid to Bloomsdale Excavating Company, Inc. for $165,312.50. A copy of bid tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with Bloomsdale Excavating Company, Inc. for $165,312.50.
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ Day of __________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and ____________________________ 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: 2016-17 Concrete Paving, PROJECT 411, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of 2016-17 Concrete Paving, PROJECT 411.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract.

VII. D. 3.
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 $165,312.50 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. Date of Completion of this project is November 15, 2016.

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

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

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

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

CITY OF ROLLA, MISSOURI

BY ____________________________________________
Mayor, Owner, Party of the First Part

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ____________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ____________________________

Notary Public

VII. D. 5.
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 Bloomsdale Excavating Company, Inc. for 2016-2017 Concrete Paving, Project 411, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
**DEPARTMENT OF PUBLIC WORKS**
901 North Elm
P.O. Box 979
Rolla, MO 65402

Phone: (573) 364-8659  FAX: (573) 364-8602  e-mail: shargis@rollacity.org  www.rollacity.org

---

**2016-17 CONCRETE PAVING**
**PROJECT 411**
31-Aug-16

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compacted Concrete Pavement (6&quot;)</td>
<td>975 CY</td>
<td>$152.50</td>
<td>$148,687.50</td>
</tr>
<tr>
<td>Saw Cutting</td>
<td>1 LS</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Mobilization</td>
<td>1 LS</td>
<td>$9,615.00</td>
<td>$9,615.00</td>
</tr>
<tr>
<td>Manhole Adjustment</td>
<td>5 EA</td>
<td>$1.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Water Valve Adjustment</td>
<td>5 EA</td>
<td>$1.00</td>
<td>$5.00</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$165,312.50</strong></td>
</tr>
</tbody>
</table>

Bloomsdale Excavating Co., Inc.
12211 State Route Y
Bloomsdale, MO 63627
Ph: 573-483-2564
FAX: 573-483-9474
Bids were requested and received for Project 392 Concrete Pipe 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 $12,616.38

Scurlock Industries
PO Box 1078
Springfield, MO 65801 $13,621.13

Bids were requested and received for Project 392 Pipe Liner from Poly Systems, Inc. and ISCO Industries. The bids were as follows:

Poly Systems, Inc.
PO Box 1157
Steelville, MO 65565 $29,591.95

ISCO Industries
100 Witherspoon Street
Louisville, KY 40202 $31,990.38

Fred Weber RCP, Inc. submitted the low bid of $12,616.38 for the concrete pipe. Staff recommends bid award to Fred Weber RCP, Inc. for $12,616.38.

Poly Systems, Inc. submitted the low bid of $29,591.95 for the pipe liner. Staff recommends bid award to Poly Systems, Inc. for $29,591.95.