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

AGENDA OF THE ROLLA CITY COUNCIL
Monday, November 7, 2016
City Hall Council Chambers
901 North Elm Street
6:30 P.M.

PRESIDING: MAYOR PRO-TEMPORE MONTY JORDAN

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

**********************************************
COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Walt Bowe

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – October 3, 2016
   2) City Council Closed Session Meeting– October 3, 2016
   3) City Council Meeting– October 17, 2016
   4) City Council Closed Session Meeting– October 17, 2016
   5) City Council Workshop– October 24, 2016
   6) City Council Closed Session Meeting– October 24, 2016

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report– September 2016
D) Development Review Committee Meeting Minutes– October 25, 2016
E) Planning and Zoning Commission Preliminary Meeting Minutes– October 26, 2016
F) The Centre Financial Analysis– August 2016
G) Parks Financial Analysis– August 2016
IV. **REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS (continued)**

H) Health and Recreation Center Board Meeting Minutes– September 21, 2016
I) Park Advisory Commission Meeting Minutes– August 24, 2016
L) Rolla Board of Public Works Meeting Minutes– August 23 & September 27, 2016

V. **OLD BUSINESS**

A) **Ordinance** Authorizing the Mayor to Enter into an Agreement with The Pump Shop– (Public Works Director Steve Hargis)– **Final Reading**

VI. **NEW BUSINESS**

A) **Ordinance** Approving the Final Plat of Wands Third Addition – (Community Development Director John Petersen)– **First Reading**

B) **Motion** Authorizing the Mayor to Quit Claim Wands Sewer Service Line Easement– (Public Works Director Steve Hargis)– **Motion**

C) **Ordinance** Authorizing the Mayor to Execute an Agreement with HDR Engineering for WWTF Preliminary Engineering Report (Public Works Director Steve Hargis)– **First Reading**

D) **Ordinance** Authorizing the Mayor to Execute an Agreement with HNTB for Westside Transportation Master Plan Professional Services– (Public Works Director Steve Hargis)– **First Reading**

VII. **CLAIMS and/or FISCAL TRANSACTIONS**

A) **Motion** Awarding Bid for Diesel Utility Vehicle– (Public Works Director Steve Hargis)– **Motion**

B) **Motion** Awarding Bid for New Playground Structure for Larry May Park– (Parks and Recreation Director Floyd Jernigan)– **Motion**

C) **Resolution** Authorizing the Mayor to Execute a Government Obligation Contract with KS StateBank for Fitness Equipment Financing– (Parks and Recreation Director Floyd Jernigan)– **Motion**

D) **Motion** Awarding Bid for 2017 Four-Wheel Drive Pickup– (Community Development Director John Petersen)– **Motion**

E) **Motion** Awarding Bid for Tactical Vests – (Police Chief Sean Fagan) – **Motion**

VIII. **CITIZEN COMMUNICATION**

A) Open Citizen Communication

IX. **MAYOR/CITY COUNCIL COMMENTS**

A) **Motion** Reappointing Mr. Michael L. Singleton to the Housing Authority Board (October 2020)– **Motion**

B) **Motion** Appointing Mr. Keith Wedge to the Police Personnel Board to Complete the Unexpired Term of Robert Block, Sr. (June 2017) – **Motion**

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:

1) Real Estate

XII. **ADJOURNMENT**
ROLLA CITY COUNCIL MEETING MINUTES  
MONDAY, OCTOBER 3, 2016; 6:30 P.M.  
ROLLA CITY HALL COUNCIL CHAMBERS  
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV


Council Members Absent: None.

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

Other City Officials in Attendance: City Administrator John Butz, City Counselor Lance Thurman, 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 Brian Woolley led in the Pledge of Allegiance.

I. CONSENT AGENDA

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

(A) Approval of the Rolla City Council Minutes for the following:
1) City Council Budget Workshop – August 29, 2016
2) City Council Meeting – September 6, 2016
3) City Council Meeting – September 19, 2016
4) City Council Closed Session Meeting – September 19, 2016

II. PUBLIC HEARINGS

None.

OCTOBER 3, 2016
III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) The Community Partnership: Ms. Jean Darnell, Executive Director of The Community Partnership, explained the Partnership is more than just a retail shop. She noted there are community programs for pregnant and parenting teens, children in the foster care system, children with disabilities, and local childcare providers. Ms. Darnell shared a video about Camp Capable, a program for children with disabilities, which allows them to take part in some adaptive sporting activities. Additionally, the video showed scenes from the Linking Hearts event, which is a statewide adoption event.

Ms. Darnell invited the Council to The Community Partnership’s annual fundraiser, which will be held at 12 p.m. on October 27 at the Havener Center.

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

Mayor Magdits referred the Council to (A) the August 2016, Environmental Services Department Monthly Report; (B) the August 2016, Police Department Monthly Report; (C) the August 2016, Animal Control Division Monthly Report; (D) the September 13, 2016, Planning and Zoning Commission Preliminary Meeting Minutes; (E) the July 2016, Centre Financial Report; (F) the July 2016 Parks Financial Analysis, and; (G) the August 17, 2016, Health and Recreation Center Board Meeting Minutes.

V. OLD BUSINESS

(A) Ordinance Approving the Final Plat of Mitchell’s Consolidated Subdivision

(Mitchell): Community Development Director John Petersen stated the newly coined Mitchell’s Consolidated Subdivision involves the consolidation of parts of three lots that were part of the Maxwell Subdivision. Lots 26, 27, and 28 were consolidated into one lot to permit the development of a single-family home.

City Administrator John Butz added Lot 1 would be facing Maxwell Street. Because of the corner lot, the site setback along Eighteenth Street is 12.5 feet, which is half of the typical setback required in front.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4310: AN ORDINANCE APPROVING THE FINAL PLAT OF MITCHELL’S CONSOLIDATED SUBDIVISION, BEING A
V. OLD BUSINESS (continued)

(A) Ordinance Approving the Final Plat of Mitchell’s Consolidated Subdivision (Mitchell) (continued): MINOR SUBDIVISION AND PART OF LOT 26 AND PART OF LOT 27, MAXWELL SUBDIVISION, ROLLA, PHELPS COUNTY, MISSOURI (MITCHELL). 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: Williams, Jordan, Jung, Eudaly, Woolley, Miller, Bowe, Crowell, Meusch, Long, Morris, and Hines. Nays: None. Absent: None. Motion carried. The ordinance passed.

(B) Ordinance Approving the Final Plat of Shrove Subdivision (Sticky Fork): Community Development Director John Petersen explained this project is the future location of IHOP (International House of Pancakes). He noted the subject ordinance would eliminate an interior lot line and permit the redevelopment of the subject property. Mr. Petersen reported the Planning and Zoning Commission recommends approval.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4311: AN ORDINANCE APPROVING THE FINAL PLAT OF STICKY FORKS PROPERTIES, LLC, BEING THE SOLE OWNER(S) OF ALL OF THE PROPERTY SHOWN ON THIS PLAT, NOW DESIRES TO CONSOLIDATE THE LAND AS SHOWN ON THIS PLAT, SAID SUBDIVISION TO BE NAMED “SHROVE SUBDIVISION” LOT NO. 1, PHELPS, COUNTY, MISSOURI. (STICKY FORK). A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Bowe, Woolley, Miller, Williams, Hines, Long, Meusch, Jordan, Morris, Crowell, Eudaly, and Jung. Nays: None. Absent: None. Motion carried. The ordinance passed.

(C) Discussion Regarding Cost Sharing for Concrete Dumpster Pads: Environmental Services Director Brady Wilson indicated this is a follow up to the Council’s last discussion regarding multiple trash carts versus central dumpsters. Since the City established there was some real advantage to incentivizing property owners and managers to make a transition away from carts to dumpsters, he indicated he was asked to consider a policy for a cost-share project/program on said transition. Mr. Wilson referred the Council to a policy that would have the Environmental Services Department paying an amount for a pre-approved, minimum-sized concrete pad for communal dumpster locations in those developments deemed appropriate for that type of change.
COUNCIL MEETING MINUTES
OCTOBER 3, 2016
PAGE 4

V. OLD BUSINESS (continued)

(C) Discussion Regarding Cost Sharing for Concrete Dumpster Pads (continued): A motion was made by Williams and seconded by Morris to implement the policy as submitted by Environmental Services Director Brady Wilson. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

(D) Discussion Regarding Salem Avenue Traffic Study: Police Chief Sean Fagan recalled that on September 6, 2016, the Council tasked the Police Department to conduct a traffic survey on Salem Avenue, showing the average speeds, vehicle counts, and trucks. Chief Fagan explained a stealth speed registering sign was placed on the east side of Salem Avenue about 100 yards from the intersection of Highway 72 on September 12 and was removed on September 14. During that time, 2,845 vehicles traveled on Salem Avenue with an average speed of 27.5 m.p.h. The 85 percentile speed was 32 m.p.h. Chief Fagan explained 4% of the vehicles were buses and trucks and 1.5% (43 vehicles) were tractor-trailers. Based on this information, Chief Fagan recommended the speed limit on Salem Avenue not be changed. Additionally, Chief Fagan also recommended the school zone not be moved from its current location.

VI. NEW BUSINESS

(A) Ordinance Establishing 20 M.P.H. School Zone on 11th Street Adjacent to the Lutheran Elementary School: Public Works Director Steve Hargis explained the subject ordinance would establish a school zone adjacent to the Immanuel Lutheran Elementary School on Eleventh Street. He said it would be in effect from 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 3:30 p.m.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AMENDING ARTICLE V, REGULATION OF SPEED, SECTION 27-67 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI RELATING TO TRAFFIC.

(B) Ordinance Amending Sections 27-92 and 27-93 of the Rolla City Code Pertaining to Parking: Public Works Director Steve Hargis outlined the proposed changes to “no parking” zones and entertained questions and comments from the Council.
VI. NEW BUSINESS (continued)

(B) Ordinance Amending Sections 27-92 and 27-93 of the Rolla City Code Pertaining to Parking (continued): City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AMENDING SECTION 27-92 AND REPEALING SECTION 27-93 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 27-93 IN LIEU THEREOF RELATING TO PARKING.

VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Sanitary Sewer Line Rehabilitation, and: an Ordinance Authorizing the Mayor to Execute a Contract with Insituform Technologies, USA, LLC for Same: Public Works Director Steve Hargis informed the Council this would be the sixth year the City has used Insituform Technologies in lining the City’s sanitary sewers. He said staff has been pleased with the work of Insituform Technologies. Mr. Hargis explained these prices are under a cooperative purchasing arrangement through the City of Independence, Missouri and there are many communities along Interstate 44 that are using the same bid. He indicated staff is recommending the bid be awarded to Insituform Technologies for $159,588.25. Just over a mile of a sewer will be rehabbled.

A motion was made by Williams and seconded by Eudaly to award the bid for rehabilitation of sanitary sewer lines to Insituform Technologies, USA, LLC for $159,588.25. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. 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 INSITUFORM TECHNOLOGIES USA, LLC.

(B) Motion Awarding Lease Bid for Cardio Fitness Equipment: Park and Recreation Director Floyd Jernigan asked the Council to consider the leasing of seventeen pieces of cardio equipment. He noted three bids were received and two members of the Parks and Recreation Department visited production plants at the three locations. Mr. Jernigan said
VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(B) Motion Awarding Lease Bid for Cardio Fitness Equipment (continued): staff recommends replacing the equipment with the low lease bid from Matrix, Cottage Grove, Wisconsin. He added the Health and Recreation Center Board approved the recommendation. Mr. Jernigan pointed out the old equipment will be sold locally or on GovDeals.com.

A motion was made by Morris and seconded by Eudaly to award the bid for the lease purchase of seventeen pieces of cardio fitness equipment to Matrix, Cottage Grove, Wisconsin, for a three-year total of $93,951. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

(C) Motion Awarding Financing Bid for 2014 Freightliner with Vector TRAK System, and; a Resolution Authorizing the Mayor to Enter into a Contract for Same: Finance Director Steffanie Rogers recalled that during the last Council meeting, the Public Works Department was granted permission to purchase a pre-owned 2014 Freightliner truck to replace the one that was totaled in an accident. She reported the City would be receiving approximately $75,000 from MIRMA, which is the fair market value of the vehicle before it was totaled. Ms. Rogers noted three bids were received for the financing of the 2014 Freightliner. The lowest bid was received from US Bank at 1.65% for an annual payment of $78,753. She added the $75,000 from the insurance would be applied to the first payment.

A motion was made by Jordan and seconded by Eudaly to award the bid to US Bank at an interest rate of 1.65%. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1866: A RESOLUTION AWARDED THE FINANCING OF PUBLIC WORKS EQUIPMENT TO US BANK AND AUTHORIZE PREPARATION OF LEASE DOCUMENTS. A motion was made by Williams and seconded by Morris to approve the proposed resolution. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried. The resolution passed.

(D) Motion Awarding Financing Bid for 30 SCBA, and; a Resolution Authorizing the Mayor to Enter into a Contract for Same: Finance Director Steffanie Rogers recalled the purchase of 30 self-contained breathing apparatus (SCBA) for the Fire Department was authorized during the Council’s last meeting. She noted three bids were
VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(D) Motion Awarding Financing Bid for 30 SCBA, and; a Resolution Authorizing the Mayor to Enter into a Contract for Same: received for the financing of $186,000 and the low bid was received from US Bank with an interest rate of 1.65% with an annual payment for five years of $39,061.49.

A motion was made by Williams and seconded by Morris to award the bid for the financing of 30 SCBA to US Bank with an interest rate of 1.65% with an annual payment for five years of $39,061.49. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1867: A RESOLUTION AWARDING THE FINANCING OF FIRE EQUIPMENT TO US BANK AND AUTHORIZE PREPARATION OF LEASE DOCUMENTS. A motion was made by Williams and seconded by Eudaly to approve the proposed resolution. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried. The resolution passed.

(E) Motion Awarding Bid for Animal Control Truck: Police Chief Sean Fagan asked the Council to consider awarding the bid for a 2017, one-half ton, full-size, four wheel drive, regular cab, long bed pickup for the Animal Control division to the low bidder, Hutcheson Ford, St. James, Missouri for $23,485. A motion was made by Jordan and seconded by Williams to award the bid for a 2017, one-half ton, full-size, four wheel drive, regular cab, long bed Ford F150 pickup to Hutcheson Ford, St. James, Missouri for $23,485. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

(F) Motion Awarding Bid for Evidence Truck: Police Chief Sean Fagan asked the Council to consider awarding the bid for a 2017, three-quarter ton, full-size, four-wheel drive crew cab pickup to Landmark Dodge for $29,492. He explained this vehicle would be a specialized vehicle since the Police Department now has an evidence detective. The vehicle will be outfitted with the equipment needed for crime scenes.

A motion was made by Williams and seconded by Woolley to award the bid for a 2017 Ram 2500 Tradesman to the low bidder Landmark Dodge, for $29,429. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.
VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(G) Motion Awarding Bid for Police Truck: Police Chief Sean Fagan asked the Council to consider awarding the bid for a 2017, one-half ton, full-size, four wheel drive, crew cab pickup to the low bidder Landmark Dodge for $27,895. A motion was made by Williams and seconded by Eudaly to award the bid for a 2017 Dodge 1500 SSV to the low bidder, Landmark Dodge for $27,895. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

(H) Motion Awarding Bid for Police Van: Police Chief Sean Fagan asked the Council to consider awarding the bid for a police van to Hutcheson Ford, St. James, Missouri, for a 2017, one-ton, long wheel based, extended length high roof cargo van for $34,233. He informed the Council this vehicle would be purchased with drug seizure funds. Chief Fagan indicated this unit would be used as a SWAT van. A motion was made by Williams and seconded by Long to award the bid for a police van to Hutcheson Ford, St. James, Missouri, for a 2017, Transit 350 EL HR for $34,233. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

(I) Motion Awarding Bid for Police SUVs: Police Chief Fagan asked the Council to consider awarding the bid for the purchase of five, 2017, all wheel drive pursuit package SUVs to the low bidder, Lou Fusz Ford for $30,316 each for a total of $151,580. A motion was made by Williams and seconded by Jordan to award the bid for five, 2017 Ford Police Interceptor SUVs to Lou Fusz Ford for $30,316 each for a total of $151,580. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

(J) Motion Awarding Bid for Police SUV Equipment: Police Chief Sean Fagan asked the Council to consider awarding the bid for the equipment for the five, 2017 Police SUVs to the low bidder, Ed Roehr Safety Products for $7,215 per vehicle for a total of $36,075. A motion was made by Williams and seconded by Eudaly to award the bid for the police SUV equipment to the low bidder, Ed Roehr Safety Products for $7,215 per vehicle for a total of $36,075. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

(K) Motion Awarding Bid for Toughpads: Police Chief Sean Fagan asked the Council to consider awarding the bid for the purchase of computers to be installed in the police vehicles. He noted he would be using drug seizure funds to purchase these computers. Chief Fagan noted the overall cost for 26 units, including installation, accessories, mounts for vehicles and station, and a five-year warranty is $163,000. He recommended
VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(K) Motion Awarding Bid for Toughpads (continued): the bid be awarded to Turnkey Mobil Solutions for the purchase of 26 Panasonic Toughpads for a total of $163,000. A motion was made by Williams and seconded by Eudaly to award the bid to the State bid, Turkey Mobil Solutions for the purchase of 26 Panasonic Toughpads for a total of $163,000. A voice vote of the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

VIII. CITIZEN COMMUNICATION

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

No one present responded.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Ninth Street Parking Lot: Regarding the parking lot on Ninth Street, Mayor Magdits noted there is a sizeable angle toward Highway 63. He asked Public Works Director Steve Hargis if he had considered the water runoff from it.

Public Works Director Steve Hargis indicated Archer Elgin did the storm water study on this lot and they provided a storm sewer system for the lot. He said it is designed to handle it.

X. COMMENTS FOR THE GOOD OF THE ORDER

(A) Missouri S&T Homecoming Parade: Ms. Samantha Wickes with Missouri S&T requested the closing of certain streets during the Missouri S&T Homecoming Parade on Saturday, October 15 2016. A motion was made by Long and seconded by Eudaly to close the requested streets during the Missouri S&T Homecoming Parade. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

(B) Annual Arts and Crafts Festival: Public Works Director Steve Hargis asked the Council to consider the closing of Pine Street from Sixth to Tenth Street and one block of Ninth Street from Elm to Pine Street during the annual Arts and Crafts Festival on OCTOBER 3, 2016
X. COMMENTS FOR THE GOOD OF THE ORDER (continued)

(B) Annual Arts and Crafts Festival (continued): Saturday, October 15, 2016. A motion was made by Eudaly and seconded by Jordan to authorize the closing of the requested streets on October 15, 2016, during the annual Arts and Crafts Festival. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

XI. CLOSED SESSION

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

The Council adjourned into Closed Session at approximately 7:45 p.m.

XII. CLOSED SESSION ACTION

The Council reconvened into Open Session at approximately 8:12 p.m.

City Counselor Lance Thurman reported that during Closed Session the Council discussed one matter of real estate and voted to transfer property from the City of Rolla to Mo-Sci, LLC.

XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 8:13 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

______________________________  _________________________
CITY CLERK                                           MAYOR

OCTOBER 3, 2016
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, OCTOBER 17, 2016; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

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

Council Members Absent: Monty Jordan and Don Morris

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

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

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

Councilman Steven Jung led in the Pledge of Allegiance.

I. PUBLIC HEARINGS

None.

II. SPECIAL PRESENTATIONS

(A) Sustainable Ozarks Partnership (SOP) Update: Mr. Kent Thomas, Executive Director of the Sustainable Ozarks Partnership (SOP), provided an update of the SOP. He also presented Mayor Magdits with one of the Great American Defense Community flags for Rolla’s help in the mission of the SOP.
III. OLD BUSINESS

(A) Ordinance Establishing 20 M.P.H. School Zone on 11th Street Adjacent to the Lutheran Elementary School: Public Works Director Steve Hargis asked the Council to consider the final reading of an ordinance that would establish a school zone on Eleventh Street in front of the Lutheran Elementary School.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4312: AN ORDINANCE AMENDING ARTICLE V, REGULATION OF SPEED, SECTION 27-67 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI RELATING TO TRAFFIC. 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; Crowell, Eudaly, Jung, Hines, Miller, Bowe, Williams, Meusch, Long, and Woolley. Nays; None. Absent; Jordan and Morris. Motion carried. The ordinance passed.

(B) Ordinance Amending Section 27-92 and 27-93 of the Rolla City Code Pertaining to Parking: Public Works Director Steve Hargis asked the Council to consider the final reading of an ordinance that would amend several sections of the Rolla City Code pertaining to parking.

Following some discussion, City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4313: AN ORDINANCE AMENDING SECTION 27-92 AND REPEALING SECTION 27-93 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOW AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 27-93 IN LIEU THEREOF RELATING TO PARKING. 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; Woolley, Miller, Williams, Hines, Jung, Meusch, Bowe, Crowell, Eudaly, and Long. Nays; None. Absent; Morris and Jordan. Motion carried. The ordinance passed.

(C) Ordinance Authorizing the Mayor to Execute a Contract with Insituform Technologies, USA, LLC for Sanitary Sewer Line Rehabilitation: Public Works Director Steve Hargis asked the Council to consider approval of an ordinance with Insituform Technologies USA, LLC, for the lining of approximately one mile of sanitary sewers. He pointed out this is the sixth year the City will be participating in a State bid for this type of work.
III. OLD BUSINESS (continued)

(C) Ordinance Authorizing the Mayor to Execute a Contract with Insituform Technologies, USA, LLC for Sanitary Sewer Line Rehabilitation (continued): City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4314: 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 INSITUFORM TECHNOLOGIES USA, LLC. A motion was made by Williams and seconded by Eudaly to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Hines, Long, Jung, Williams, Miller, Eudaly, Crowell, Meusch, Woolley, and Bowe. Nays: None. Absent: Jordan and Morris. Motion carried. The ordinance passed.

IV. NEW BUSINESS

None.

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for 2016 Backhoe: Public Works Director Steve Hargis said staff is recommending the City participate in the Missouri Department of Transportation (MoDOT) bid for backhoes. Staff is recommending the purchase of a 2016 backhoe for $101,600. Mr. Hargis explained this would replace a John Deere 410L Backhoe that would be placed for sale on Purple Wave once the new backhoe is delivered. After a brief discussion, a motion was made by Williams and seconded by Eudaly to award the bid for a 2016 Backhoe to Erb Equipment Company for $101,600. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(B) Motion Awarding Bid for Hy-Point Pump Station Upgrade, and; an Ordinance Authorizing the Mayor to Enter into an Agreement with The Pump Shop: Public Works Director Steve Hargis asked the Council to consider a motion awarding the bid for a new pump at the Hy-Point Pump Station to the low bidder, The Pump Shop, St. Louis, Missouri, for $61,718. A motion was made by Williams and seconded by Eudaly to award the bid for the pump at the Hy-Point pump station to The Pump Shop, St. Louis, Missouri, for $61,718. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.
V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(B) Motion Awarding Bid for Hy-Point Pump Station Upgrade, and; an Ordinance Authorizing the Mayor to Enter into an Agreement with The Pump Shop (continued): 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 THE PUMP SHOP FOR HY-POINT PUMP STATION UPGRADE, PROJECT 414.

(C) Motion Awarding Bid for One, 20 Cubic-Yard Refuse Truck: Environmental Services Director Brady Wilson asked the Council to consider awarding the bid for a 20 cub-yard refuse truck to TCS, Strafford, Missouri for a 2017 Freightliner with a Loadmaster body for $142,278. He told the Council this vehicle would replace a 2007 Sterling. Additionally, he recommends surplusing the Sterling unit on govdeals.com. A motion was made by Williams and seconded by Eudaly to award the bid for a 20 cubic-yard refuse truck to TCS, Strafford, Missouri for a 2017 Freightliner MS-106 with Loadmaster Legacy for $142,278. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

VI. MAYOR/CITY COUNCIL COMMENTS

None.

VII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mr. Tom Sager, 8 Laird Avenue, said he found the earlier presentation regarding Fort Leonard Wood very interesting. He encouraged the Council to read Lois Ann Marler’s biography that is available on the buehlerpark.org website, which tells about Dr. Henry Buehler being instrumental in talking the War Department into putting Fort Leonard Wood where it is today.

Mr. Sager pointed out Missouri is number 32 out of 50 states in the most-recent new energy efficiency scorecard. He noted last year Missouri was number 45 and Missouri has surpassed 12 states in energy efficiency in one year. Mr. Sager said he thinks this is phenomenal, but doesn’t think we should get too proud of our progress that we’ve made so far that we don’t make more progress in this area. He suggested ways of how to become more energy efficient such as placing solar cells on the roofs of public buildings.
VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) Council Workshop: Mayor Magdits asked City Administrator John Butz if he would explain the expected outcomes of the Council workshop scheduled for Monday, October 24, 2016.

Regarding environmental compliance, Mr. Butz said he wants the Council to have an understanding of where the City is going as we start looking at the next three to five years, everything from the sewer treatment plants to ADA.

Additionally, HNTB will do an update regarding the transportation of Highway 72. In closed session, Rolla Municipal Utilities would like to talk about a property issue involving a substation.

Mr. Butz told the Council the workshop would begin at 5:30 p.m. A light dinner would be provided beginning at 5 p.m.

(B) Sixth Street Update: Councilman Williams asked for an update on the Sixth Street overlay.

Public Works Director Steve Hargis said the overlay of Sixth Street is scheduled for the first week of November. He mentioned Rolla Municipal Utilities (RMU) has not completed waterline installation.

IX. CLOSED SESSION

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

The Council adjourned into Closed Session at approximately 7:23 p.m.

X. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 8:15 p.m.
X. CLOSED SESSION ACTION (continued)

City Counselor Carolyn Buschjost reported that during Closed Session the Council discussed one real estate and one legal matter. No final action was taken.

XI. ADJOURNMENT

Having no further business, the meeting adjourned at 8:16 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR
ROLLA CITY COUNCIL WORKSHOP MEETING MINUTES
MONDAY, OCTOBER 24, 2016; 5:30 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 Crowell, Matthew Miller, Kelly Long, Susan J. Eudaly, Don Morris, John Meusch (arrived at 6:04 p.m.), Jim Williams, Brian Woolley, Steven Jung, and Walt Bowe

Council Members Absent: None.

City Officials in Attendance: City Administrator John Butz and City Clerk Carol Daniels

Department Directors in Attendance: Public Works Director Steve Hargis, Finance Director Steffanie Rogers, and Fire Chief Ron Smith

Others in Attendance: Wastewater Superintendent Dennis Cook, Engineer Darin Pryor, Senior Project Coordinator Anne McClay, Wastewater Superintendent Will Olms, Rolla Municipal Utilities (RMU) General Manager Rodney Bourne, RMU Operations Manager Chad Davis, and Rolla Board of Public Works Board Member Matthew Z. Williams

Mayor Magdits called the workshop to order at approximately 5:30 p.m. He said tonight would give the Council an opportunity to hear and think about a couple of multi-year, multi-million dollar projects along with the strategies and everything the City will have to wrestle with during the next couple of years. Mayor Magdits then turned the floor over to Public Works Director Steve Hargis.

I. Resolution Authorizing Submission of Grant Application with Missouri Department of Transportation: Mr. Hargis explained the City has an opportunity to apply for a TAP (Transportation Alternatives Program) grant through the Missouri Department of Transportation. He told the Council the deadline to submit the application is November 1, 2016. Mr. Hargis said the City is requesting $200,000 to do some ADA (American with Disabilities Act) ramps (82 around the Missouri S&T Campus). He explained this is for Phase II of the project the City has been working on for about four years.

Mayor Magdits read the following proposed resolution for one reading, by title.
RESOLUTION NO. 1869: A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE MISSOURI DEPARTMENT OF TRANSPORTATION

OCTOBER 24, 2016
I. Resolution Authorizing Submission of Grant Application with Missouri Department of Transportation (continued): FOR THE 2017 TRANSPORTATION ALTERNATIVES PROGRAM. A motion was made by Eudaly and seconded by Morris to approve the proposed resolution. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The resolution passed.

II. Proposed Route Highway 72: Mr. Hargis indicated Mr. Andrew Potthast, P.E., Senior Project Manager with HNTB, would provide an overview of what the subject project would look like when it is completed. He recalled the City has been discussing the Highway 72 extension since the late 1990s and conducted several neighborhood meetings in the area.

Councilman Meusch entered the meeting at approximately 6:04 p.m.

Following Mr. Potthast’s presentation, a motion was made by Morris and seconded by Eudaly to authorize City staff to proceed with the following:

1. Prepare Amendment #2 to the HNTB Professional Services Agreement to provide for surveys and geotechnical work necessary for preparation of construction documents. This agreement will be presented at the November 7, 2016 Council Meeting for the first reading of the ordinance. The final reading will take place at the November 21, 2016, meeting. The amendment for final design and bidding will be presented to Council on January 16, 2017.

2. Advertising for professional services to provide land acquisition and relocation services. Selection and first reading of the ordinance authorizing the contract is scheduled for the November 21, 2016, meeting. The final reading will take place at the December 5, 2016, meeting.

3. Application for a permit to cross the Burlington Northern Santa Fe Railroad with a bridge.

A voice vote on the motion showed eleven ayes, one nay, and zero absent. Motion carried.

III. Wastewater and Storm Water: Public Works Director Steve Hargis provided an overview of where the City is currently with storm water management and wastewater collection treatment. He pointed out the storm water and sanitary sewer systems are two completely different systems. Mr. Hargis said the sanitary sewer system is what you
III. Wastewater and Storm Water (continued): flush and the storm sewer system handles what drains off the streets and in the curb inlets on the street. He pointed out, however, they both go to the creek, and are both permitted by the Department of Natural Resources (DNR), which is overseen by the Environmental Protection Agency (EPA).

IV. Infrastructure Planning for Rolla Making Smart Investments While Controlling the City's Destiny: Mr. Trent Stober, P.E., and David Carani, with HDR Engineering, and Jeff Meadows, P.E., Archer-Elgin, said they help municipalities make sense out of the regulations and try to come up with plans to move forward and avoid the impact of some of the regulations.

A motion was made by Long and seconded by Eudaly to authorize City staff to proceed with the following:

1. Prepare Task Order 7 to the HDR professional agreement to provide for the preparation of a Wastewater Treatment Facility Preliminary Engineering report for all three plants. This task order will be presented at the November 7, 2016 Council meeting for the first reading of the ordinance. The final reading will take place at the November 21, 2016 meeting.

2. Direct City staff to prepare a preliminary engineering report for all capital items anticipated to operate, maintain and improve the existing facility in streets, sidewalks, storm water and wastewater collections over a 20 year planning period. This task will be completed in conjunction with the HDR timeline. Both of these processes are anticipated to take approximately 270 days.

A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

V. CLOSED SESSION

A motion was made by Hines and seconded by Eudaly to adjourn into Closed Session pursuant to RSMo. 6610.021 to discuss real estate. A roll call vote on the motion showed the following: Ayes: Meusch, Eudaly, Jung, Hines, Woolley, Miller, Bowe, Crowell, Long, Jordan, Morris, and Williams. Nays: None. Absent: None. Motion carried.

The Council adjourned into Closed Session at approximately 7:53 p.m.
VI. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 8:39 p.m.

Mayor Magdits announced that during Closed Session the Council discussed a real estate opportunity pertaining to Rolla Municipal Utilities. No action was taken.

VII. ADJOURNMENT

Having no further business, the meeting adjourned at 8:39 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

______________________________  ______________________________
CITY CLERK                              MAYOR

# MATERIALS COLLECTED & SHIPPED
FROM RECYCLING CENTER

(Based on Calendar Year)

<table>
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<tr>
<th>Material</th>
<th>Sep 2016</th>
<th>Aug 2016</th>
<th>Sep 2015</th>
<th>Year-to-Date 2016</th>
<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
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<td>177.8 ton</td>
<td>154.6 ton</td>
<td>125.7 ton</td>
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## SERVICES PROVIDED

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## DISPOSAL TONNAGE
(Sanitation Division)

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<th>Sep 2015</th>
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<th>Year-to-Date 2015</th>
<th>Yearly Total 2015</th>
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September 2016

Part I Crimes

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<th>Burglary</th>
<th>Larceny</th>
<th>Auto Theft</th>
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**Total:** 3450
# Rolla Police Department

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Total 26,984
## ANIMAL CONTROL MONTHLY TOTALS
### September 2016

### ANIMALS IMPOUNDED

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<tr>
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### Total Phelps County

|                | 1     | 3     | 0     | 0     | 4    | 40   | 48   |

### ANIMAL DISPOSITION

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<th>2015 YTD Total</th>
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<td>Animals Adopted</td>
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### ADDITIONAL STATISTICS

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*IV.C.I. 962 10-5-2016*
DEVELOPMENT REVIEW COMMITTEE MEETING MINUTES
CITY COUNCIL CHAMBERS, 901 NORTH ELM STREET
TUESDAY, OCTOBER 25, 2016 AT 1:30 P.M.

MEMBERS AND OTHERS IN ATTENDANCE

John Petersen, Com. Dev. Everett Briggs, Public Works
Darin Pryor, Public Works Rick Williams, Police Dept.
Brady Wilson, Environmental Services Ron Smith, Fire Dept.
Nathan Randolph, RMU Karen Fagan

Reviewed the Minutes from Tuesday, August 30, 2016. Minutes ruled approved.

PUBLIC HEARING:

1. Request to Rezone Real Estate located at 107 and 105 North Park Street from C-O (Office District) zoning and C-1 (Neighborhood Business District) zoning to C-2 (General Retail District) zoning.

John Petersen began by saying the project is a rezoning. The owners of the property want to have the capability to expand up against the side property line. C-2 (General Retail District) zoning requires twenty-five feet in the front, ten feet in the back, and nothing on the sides. The area is not residential and is not a congested area. Most of the area to the north is C-1 (Neighborhood Business District) zoning and Multi-Family to the south. The project meets all the requirements in terms of setbacks and coverage. No fees are owed on the project.

NEW BUSINESS:

1. An Ordinance to approve the Final Plat of Wands Third Addition, being a revision to the Wands Second Addition, to add or remove certain utility easements as shown on the attached plat, located in the Southeast Quarter of the Southeast Quarter of Sect 2, Township 37 North, Range 8 West Rolla, Missouri.

John Petersen said that this is an addition to Wands 2nd, which got rid of all the interior lot lines and made it more useful to develop. It established a twenty foot wide easement down the middle as well as some ten foot wide utility easements. The city advised Mr. Wands against the way he had positioned the buildings on the lot for residential purposes. Mr. Wands talked to public works and RMU about changing the interior twenty foot easement. He gave the city a ten foot wide easement all the way around the edge of the line.

Mr. Petersen said the proposal is to recommend to the Planning and Zoning Commission to vacate the twenty foot and approve the ten foot that has been approved by RMU and

IV. $1.
Public Works. The property is zoned R-3 (Multi-Family) and the developer has no obligation to provide payments.

Darin Pryor said he talked with Vicki Cason from RMU and she said there were some things Mr. Wands needed to do before she would feel comfortable vacating the easement. John Petersen said he spoke with her and she said they have an agreement. Mr. Pryor said the only thing in the easement was overhead electric.

Brady Wilson indicated the area where Mr. Wands intends to put a dumpster. There will be a driveway that goes all the way around and the truck will back in between the two buildings. Ron Smith said Mr. Wands has to increase the road twenty foot wide on one side and he has chosen the south side. He has to build the road back in for fire access. The road is ten foot wide now and it needs to be twenty foot wide and at least fifty to seventy foot back. Buildings cannot be built outside the reach of one hundred fifty foot from the fire lane. This is not a subdivision issue. Mr. Smith said Mr. Wands got a permit to set the foundation without a plan and until Mr. Wands demonstrates the ability to build the road he will not get a permit to do the front building.

With no other business the meeting adjourned at 1:48 p.m.
MINUTES
ROLLA PLANNING AND ZONING COMMITTEE MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
WEDNESDAY, OCTOBER 26, 2016

Presiding: Don Brown

Commission Members Present: Janece Martin, Matt Miller, Jack Morris, Steven Shields

Commission Members Absent: Robert Anderson, Bill Lindgren Jr., Russell Schmidt, Monte Shields

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 September 13, 2016 minutes were approved.

II. REPORT OF CITY COUNCIL ACTIONS:

Community Development Director John Petersen reported on the actions from the October 3, 2016 City Council Meeting.

1. Final plat of Mitchell’s Consolidation, a Minor Subdivision, being a consolidation of certain lots located in the Maxwell Subdivision. The request passed on October 3, 2016.

2. Preliminary site plan for the IHOP to be located in Rolla at 1735 North Bishop Avenue, Section 2, Township 37 North, Range 8 West, Rolla, Phelps County, Missouri. Final Plat of Shrove Subdivision, Plat No. 1. The request passed on October 3, 2016.

III. PUBLIC HEARING: None

IV. OLD BUSINESS: Lack of Quorum on October 11, 2016 Planning and Zoning Meeting. Meeting was postponed until rescheduled.

V. NEW BUSINESS: October 11 meeting rescheduled for the October 26, 2016 Planning and Zoning Meeting.
An Ordinance to approve the Final Plat of Wands Third Addition, being a revision to the Wands Second Addition, to add or remove certain utility easements as shown on the attached plat, located in the Southeast Quarter of the Southeast Quarter of Section 2, Township 37 North, Range 8 West, Rolla, Missouri.

(Wands Third)

John Petersen informed the Commission that Wands Second Addition established a twenty foot wide easement in the middle of the lots. Wands Third Addition is a revision to that plat. The main purpose is to remove interior lot lines so that projects could be built over that easement. The developer submitted a plan to the City of Rolla and it was discovered there was some encroachment. Therefore, the twenty foot easement needs to be eliminated. Dale Wands went to RMU and Public Works to put in a request to have a ten foot easement around the entire periphery.

Mr. Petersen said an issue raised by the Fire Department was the need for a one hundred fifty foot fire protection access to the property. The twenty foot drive will stay as a private driveway. The fire access road will be extended up the south side of the property.

Mr. Petersen advised the plan is to build two buildings with a total project area of .81 acre. The project will accommodate approximately twenty units with forty parking spaces.

A motion was made by Janece Martin seconded by Jack Morris to approve the Final Plat of Wands Third Addition. A roll call vote on the motion showed the following: Ayes: Brown, Martin, Miller, Morris, S. Shields. Nays: None. Motion carried. The ordinance passes unanimously.

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

VII. OTHER BUSINESS – CITIZENS COMMENTS: None

Meeting adjourned at 5:38 p.m.
Minutes prepared by Karen Fagan
## THE CENTRE FINANCIAL ANALYSIS

### GUEST SERVICES

<table>
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<tr>
<th>Description</th>
<th>June 15</th>
<th>June 16</th>
<th>July 15</th>
<th>July 16</th>
<th>August 15</th>
<th>August 16</th>
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<td>1,544.20</td>
<td>1,135.85</td>
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### EXPENSES

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### RECREATION

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### FITNESS

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<tbody>
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<th>June 16</th>
<th>July 15</th>
<th>July 16</th>
<th>August 15</th>
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### MAINTENANCE

#### Revenue

Reimbursement                      | 5,713.42 | 448.66 | 3,594.12 | 2,464.57 | 665.96  | 3,478.98 | 21,836.71 | 21,795.96 | 12,000.00 | (5,795.96) |

### MAINTENANCE

#### Expenses

- Personnel                        | 16,675.54| 17,022.99| 19,034.52| 17,190.61| 13,763.48| 21,826.59| 201,287.98| 174,008.19| 222,600.00| 28,591.81 |
- Supplies                         | 1,469.56 | 3,310.39 | 2,869.50 | 3,203.05 | 2,635.97 | 3,846.99 | 26,453.88 | 25,072.23 | 23,000.00  | (2,072.23) |
- Services                         | -        | -        | 4,194.10 | (1,110.18)| 166.50  | 2,105.00 | 17,023.16 | 13,060.24 | 17,950.00 | 4,889.76  |
- Maintenance                      | 318.23   | 6,211.54 | 325.86   | (5,590.77)| 2,313.22| 1,562.39 | 1,909.89  | 8,518.10 | 16,100.00 | 7,581.90  |
| Total Expenses                   | 17,653.33| 26,544.92| 28,419.98| 13,782.71| 18,879.17| 28,341.97| 254,874.91| 225,668.76| 206,480.00| 38,891.24|

#### Total Operating Revenues

106,435.47 | 105,734.71 | 96,993.19 | 107,562.24 | 76,086.19 | 92,055.30 | 1,164,443.93 | 1,056,627.50 | 1,119,350.00 | 45,811.01 |

#### Operating Revenues OVER EXPENSE

- Operating %                      | 95.25% | 97.44% | 78.60% | 122.36% | 78.12% | 69.40% | 81.54% | 87.61% | 83.57% | 49.36% |
- Operating % W/ INTEREST          | 96.74% | 98.85% | 80.00% | 103.85% | 79.88% | 69.68% | 82.27% | 88.74% | 84.91% | 52.62% |

#### OTHER REVENUES

- Sales Tax                        | 52.21   | 1,176.20 | 355.61 | 69.40 | 62.33 | 233.14 | 1,110.80 | 5,075.20 | - | (5,075.20) |
- Reimburse/Donations              | -       | -        | -      | -     | -    | -     | -       | 500.00   | - | 500.00    |
- Interest Income                  | 1,672.08| 1,209.95 | 1,724.97| 1,570.57| 1,721.36| 377.32 | 10,315.32| 13,653.02| 18,000.00| 4,348.98 |
- Miscellaneous                    | (91.80) | 373.35  | 363.18 | (91.78) | 402.30 | 837.30 | (129.40) | 9,397.96 | 1,000.00 | (8,397.96) |
- Contribution to General Fund     | (15,450.00) | (15,375.00) | - | - | - | - | (92,700.00) | (47,925.00) | (63,900.00) | (15,975.00) |
| TOTAL OTHER REVENUES              | 13,817.51 | (11,896.58) | 2,883.72 | 1,558.19 | 2,247.19 | 1,447.76 | (81,403.29) | (19,798.82) | (44,400.00) | (24,601.18) |

#### CAPITAL EXPENSES

- Equipment                        | 10,576.45| 966.71 | 1,925.41 | 175.15 | 4,365.77 | 2,067.97 | 42,489.98 | 21,107.43 | 38,000.00 | 16,892.57 |
- Vehicles                         | 657.27  | 1,017.61| 5,354.97 | -      | 9,694.79 | 6,032.66 | 31,887.96 | 68,200.62 | 20,000.00 | 48,200.62 |
| TOTAL CAPITAL EXPENSES            | 11,333.72| 1,986.32| 7,260.38| 175.15 | 14,350.56| 8,100.63 | 77,707.84 | 110,337.59| 82,000.00 | (28,337.59)|

#### Total Revenues (operating + other)

92,617.96 | 93,832.12 | 99,676.91 | 108,120.43 | 78,333.38 | 93,503.06 | 1,083,013.06 | 1,066,828.88 | 1,074,950.00 | 41,209.83 |

#### Total Expenses (operating + capital)

123,080.93 | 110,503.54 | 130,658.24 | 105,262.41 | 111,751.64 | 140,748.94 | 1,505,686.07 | 1,318,411.17 | 1,421,445.00 | 104,093.83 |

#### TOTAL REVENUES OVER EXPENSES

(30,462.97) | (16,664.52) | (30,981.33) | 3,858.02 | (33,419.26) | (47,249.88) | (462,672.99) | (279,632.49) | (346,495.00) | (63,774.00) |
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<th>July 15</th>
<th>July 16</th>
<th>August 16</th>
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<th>CURRENT YTD ACTUAL</th>
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</table>

Note: The values in the table represent monetary amounts.
Health & Recreation Center Board  
Meeting Minutes  

September 21, 6:30 p.m.  
The Centre Conference Room

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

1. Call to Order  
2. Approval of Minutes – Approved  
3. Board requested a Calendar of Events  
4. Directors Report  
   a. Cardio For a Cure 10/01/2016  
   b. Continue Partnership with Multisport and JoAnne Steineman  
      • Fit Girls – Reading and Fitness  
      • Continued support from PCRMC and the Rolla Daily News  
         o Speakers  
         o Towels, books, water bottles etc.  
   c. New Fitness Instructors  
      • Extreme Fitness  
      • Turbo Kick  
      • Arthritis  
   d. Abuse of Agency Passes  
      • For profit Agencies will no longer receive discounts  
      • Review all contracts when they expire  
      • Define pass users  
5. Forming Storming Norming and Performing  
   a. Fee Inaccuracies  
      • How will we retain members when fees are increased?  
         o Best equipment in town  
         o 19 Pieces of new equipment will be here by January  
         o Make a public announcement / marketing  
         o Typically our best quarters are Q4 and Q1  
   b. Community Focus Groups – per Mayor Maggitts  
      • All in focus groups admitted to voting no to Prop P  
      • The Community wants us to run the Centre like a business  
      • We must gain community support for the Centre  

\[IV. \#1\]
c. Calendar
   - Volunteer Initiatives
   - Clean up Fees
   - Clean up remaining Contracts
   - Learn Rectrac

d. Financials
   - 3 Month Comparisons
     - Review shows us we are tracking to last year
     - Splashzone/Pool Expenditures

e. Programming / Guest Services
   - Stay & Play
   - Concessions
   - Misc

f. Recreation Programs
   - Little Tykes
   - Disc Golf Leagues
   - Misc. Leagues
   - After School

g. Aquatics
   - Swim Lessons
   - Water Fitness

h. Fitness Programs
   - 8% Better attendance

i. Youth Programs in general .... More to come.

6. Add Metrics to Dashboard
   a. Daily visits
   b. Monthly visits
   c. Track opportunities from
      - comment cards – answered same day
      - general surveys
      - customer satisfaction surveys

d. Customer service – must be customer friendly
   - Focus Group TBD with Francine and Floyd
   - Make name on tag larger
   - Polo’s – will use moving forward with common sense prevailing
     - Centre has a dress code in place

7. Hospital Member Rates
   a. Auto-renewal/Payroll deduction
   b. Jeff McKune, Rita Kuerzinger, Floyd Jernigan
      - Next step Frank Lazaro

8. Mission / Vision of the Centre
a. Meet to discuss before next Recreation Board Meeting
b. We need to earn the trust and support of the community

9. Fiscal Sustainability – Ideas to Increase Memberships
   a. Brainstorming meetings with staff
      • Survey to Staff
   b. Surveys to members
   c. Announce the arrival of our 18 pieces of new/replacement equipment, new audio system and new TV’s
   d. Advertisements and press releases
   e. Social Media
   f. Website
   g. Signage in building
   h. Open house
   i. Member Newsletter

10. Hospital initiatives
    a. Educational endeavors for 2017
        • January – Kick-start to Health
        • March - National Nutrition Month
        • May - Senior Health
        • June – National Safety Month
        • October – Health and Wellness Expo

11. Fee increases to reflect 2016 prices are included in next year’s budget projections
    a. $29,000 annual increase from regular memberships
    b. $21,000 annual increase corporate memberships (10% discount Remains)
    c. $27,000 annual increase with 90 new memberships (goal)
    d. It will not be practical to call everyone affected by the increase.
        • Francine will make select calls
    e. What are the terms of the membership contract?
        • Have all forms reviewed by Lance
    f. Post rates
    g. John Butz is reviewing ways to pay the 10% for the city workers

12. Review Room rental fees (Board to vote on items before next meeting)
    a. Increase Rates
    b. Eliminate room rate discounts for 2017 except:
        • Internal Training for City Employees
        • Master Gardeners
        • Centre members $5.00 Discount
    c. All new policies must be in writing

13. Review Gym rental fees
    a. Increase from $40 to $50 per hour
    b. No increase for high volume users
        • Licking Shootout

14. Program fees
a. Increase in fees for Swim Lessons - complete
b. Increase fees for Home School PE classes
   • Increased from $3 to $3.50 per visit - complete
   • Increased the HS value pass from $50 to $60

15. Therapy Pool Rate Review
   a. Currently $5.00 a person
   b. There was a previous annual capital expenditure paid by PCRMC for initial install
   c. Working with Layla Earl, managed care contract coordinator, and Sara Menary, director and PT

16. More discussions about Water Fitness classes
   a. Currently we have a workable compromise

17. New Business
   a. None

18. Citizen Comments
   a. None

19. Final Comments from Mayor Lou Maggits
   a. We need a Mission and Vision for the Centre with Tactical Goals for the Rec Board. The Recreation Board was created to offer business advice and to be ambassadors for the Centre and the Community.

20. Adjournment: Meeting adjourned at 9:30 p.m.

Janet Mich, Guest Services Supervisor, prepared the minutes.
Park Advisory Commission
Meeting Minutes

August 24, 2016  5:30 p.m.
The Centre Conference Room

Members Present: Andrew Meggitt, Susan Wrasmann, Sue Arnold, Larry Thomas and Ken Kwantes
Others Present: Floyd Jernigan, Kristy Rich, Stan Busch, Mayor Lou Magdits and Tom Sager

1. Call to Order
   • Mr. Jernigan called the meeting to order at 5:30 p.m.

2. Introduction of Board Members and Visitors
   • All meeting attendees were asked to introduce themselves.

3. Mayor’s Expectations of the Park Advisory Commission.
   • Mayor Magdits reviewed his expectations of the committee. He also reviewed the background of the parks budget.
   • Mr. Jernigan reviewed the ordinance pertaining to the Park Advisory Commission.

4. Election of Officers
   • Larry Thomas was elected Chairman.
   • Ken Kwantes was elected Vice Chairman.
   • Susan Wrasmann was elected Secretary.
   • Board term limits were discussed. Susan Wrasmann will serve a one-year term. Ken Kwantes and Larry Thomas will serve two-year terms. Andrew Meggitt and Sue Arnold will serve three-year terms.
   • All officers will serve a one-year term in their positions.

5. Approval of Election of Officers
   • A motion was made by Mr. Meggitt to approve the election of officers.
   • Sue Arnold seconded the motion and the motion was unanimously approved.

6. Parks priority list
   • Mr. Jernigan discussed the priority list created by staff and gave a background on the park budget.
   • Park projects included in the 2016-17 budget: the resurfacing of the tennis courts; new playground equipment at Larry May Park and equipment replacement for the maintenance division.
   • SplashZone projects included re-plastering and resealing the pool and fixing the leak.
   • Outdoor Recreation projects for next year’s budget included the replacement of one scoreboard.
   • Mr. Jernigan also added a new full time position had been included in the budget to help with fitness, aquatics and recreation.

7. Committee Comments
   • Mr. Thomas asked about getting donations &/or sponsors so all of the scoreboards at Ber Juan could be replaced. He would also like to see the dugouts reconfigured at Ber Juan so players would enter and exit the dugout from the outfield side. He felt this would create a safer environment for teams.
   • Mr. Thomas would also like up-to-date budget numbers presented at each meeting.
   • Discussion was held concerning the condition of Ber Juan and Schuman lakes.

IV. I.
8. Citizen’s Comments
   - Tom Sager wanted to discuss Buehler Park and the proposed dog park which could
     possibly be built in the park. Mr. Thomas asked Mr. Sager to come to the October
     meeting to discuss this topic.

9. Approval of the 2016-17 Budget
   - A motion was made by Mr. Kwantes to support the 2016-17 Park budget as
     presented by staff with the committee recommendation it be approved by city
     council.
   - Sue Arnold seconded the motion and the motion was unanimously approved.

10. Next meeting
    - The next Park Advisory Commission meeting will be held at 5:30 p.m. Wednesday,
        October 26.

11. Adjournment: Having no further business the meeting was adjourned at 7:00 pm.

Kristy Rich, Recreation Manager, prepared the minutes.
**BANK NAME:** First Community National Bank - Rolla  
**BANK ACCOUNT NUMBER:** 0299537

**OTHER GENERAL LEDGER ACCOUNTS**

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**TOTAL OTHER GENERAL LEDGER ACCOUNTS**  
18,416.00

**NOTE**  
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### Bank Name: First Community National Bank - Rolla

**Bank Account Number:** 0299537

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

OTHER GENERAL LEDGER ACCOUNTS

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<th>ACCOUNT NO.</th>
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TOTAL OTHER GENERAL LEDGER ACCOUNTS 13,230.50

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*Confidential - For Court Use Only*
### MISSOURI JUDICIARY
### ROLLA MUNICIPAL COURT
### OPEN ITEMS SUMMARY REPORT
### AS OF DATE: 31-Oct-2016

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

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<tr>
<td>OPEN ITEMS/SUSPENSE ACCOUNTS (not posted)</td>
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<td>0.00</td>
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<tr>
<td>OTHER GENERAL LEDGER ACCOUNTS</td>
<td>13,230.50</td>
<td>13,230.50</td>
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<td>OUTSTANDING PAYABLES</td>
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<tr>
<td>UNSATISFIED RECOVERABLES</td>
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<tr>
<td>TOTAL</td>
<td>19,298.50</td>
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</table>

**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"
FINANCIAL STATEMENT  
AUGUST 2016

**RECEIPTS:**
- Electric, Water, Tax, Sewer and Refuse Charge: $3,587,952.72
- Accounts Receivable - Miscellaneous: $265,369.77
- Customer's Deposits - Refundable: $99,207.00
- Misc Non-Operating Revenue: $12,405.97
- **Total Receipts:** $3,944,935.46
- Super-Now Account Interest (July 31, 2016): $74.05
- Money Market Account Interest (July 31, 2016): $4,760.00
- Electronic Payment Account Interest (July 31, 2016): $26.51
- Public Utility Cash In Bank (July 31, 2016): $24,853,615.98
- **Total Receipts and Cash In Bank:** $28,803,438.06

**DISBURSEMENTS:**
- Power Purchased: $1,796,836.13
- Operating Expenses: $85,809.32
- Administrative and General Expenses: $125,784.90
- Payroll: $157,802.74
- Electric and Water Capital Expenditures: $90,655.37
- Stock Purchases (Inventory): $192,975.62
- Balance of Customer's Deposits after Finals: $23,404.66
- Medical, Dental, Vision and Life Insurance Paid by Employees: $13,056.21
- Support Payment: $0.00
- U.S. Withholding Tax: $25,707.88
- Missouri Dept. of Revenue (Sales Tax): $51,606.69
- Missouri Dept. of Revenue (Income Tax): $9,008.00
- Phelps County Bank (Social Security): $33,125.00
- Sewer Service Charge: $287,707.82
- Refuse Service Charge: $175,580.84
- Purchase U.S. Treasury Bill / Certificates of Deposit: $0.00
- Unclaimed Deposits: $5,192.97
- PILOT to City of Rolla: $108,993.04
- Standpipes Lease/Purchase: $4,226.99
- Electric Power Supply Infrastructure Lease/Purchase: $9,145.62
- Privity Fees: $0.00
- Void Checks: $9.00
- **Total Disbursements:** $1,238,938.76
- Cash in Bank (August 31, 2016): $25,564,499.28
- **Total Disbursements and Cash In Bank:** $28,803,438.06

**BALANCE OF OTHER FUNDS:**

**PUBLIC UTILITY ACCOUNTS:**
- Central Federal Savings & Loan, Check #1209 for $529.84: $2,000.09
- Citizens Bank of Newburg, Check #1208 for $994.73: $2,229.46
- Phelps Co Bank-Electronic Payment Account, Check #1072 for $204,011.85: $52,103.70
- Phelps Co Bank-Money Market: $4,415,349.42
- Phelps Co Bank-Super Now, Checks #24035 thru #24135 for $3,238,938.78: $3,921,457.50
- Town & Country Bank, Check #1208 for $4,384.37: $5,631.29
- Regiona Bank, Check #1210 for $551.92: $2,496.00
- **Total Public Utility Accounts:** $8,501,237.28

**ELECTRIC RESERVES:**
- Certificates of Deposit: $0.00
- Money Market Account: $14,726,995.00
- U.S. Treasury Bills: $0.00
- **Total Electric Reserves:** $14,726,995.00

**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:** $25,564,499.28
STATISTICS

AUGUST 2016

PRODUCTION

Date of Demand: 08/11/2016
Time of Demand: 03:55 PM
Scada Demand: 56,220
kWh Purchased: 28,159,236
Total Cost: $1,842,754.12 *
Cost per kWh: 0.065440 *
Load Factor: 66.8%

Pumped #2 Well: 7,193,000
Pumped #3 Well: 0
Pumped #4 Well: 3,440,000
Pumped #5 Well: 3,552,000
Pumped #6 Well: 1,708,000
Pumped #7 Well: 2,645,000
Pumped #8 Well: 2,126,000
Pumped #9 Well: 7,888,000
Pumped #10 Well: 4,859,000
Pumped #11 Well: 6,881,000
Pumped #12 Well: 3,748,000
Pumped #13 Well: 5,625,000
Pumped #14 Well: 0
Pumped #15 Well: 4,049,000
Pumped #16 Well: 5,252,000
Pumped #17 Well: 5,141,000
Pumped # 1 Ind Park Well: 2,799,000
Pumped # 2 Ind Park Well: 3,045,000
Total Gallons: 70,131,000

ELECTRIC SALES

Residential - Single Phase kWh: 7,551,986
Residential - Three Phase kWh: 88,502
Commercial - Single Phase kWh: 1,495,614
Commercial - Three Phase kWh: 2,924,345
Power Service kWh: 7,257,140
Industrial kWh: 5,000,880
Area/Street Lighting kWh: 37,280
Rental Lights kWh: 94,941
Total kWh Sold: 24,450,688
Demand kW: 28,306
Revenue: $2,345,121.11
Monthly Loss: 13.17%
Fiscal Year to Date Loss: 7.73%

WATER SALES

Residential - Single Phase Gallons: 25,054,000
Residential - Three Phase Gallons: 161,000
Commercial - Single Phase Gallons: 8,022,000
Commercial - Three Phase Gallons: 4,272,000
Power Service Gallons: 11,492,000
Industrial Gallons: 130,000
Missouri S&T Gallons: 5,642,000
PWSD #2 Gallons: 1,162,000
Total Gallons Sold: 55,935,000
Revenue: $233,634.10
Pumping Cost, Electric: $27,191.98
Monthly Unidentified Loss: 10.50%
Fiscal Year to Date Unidentified Loss: 17.56%

METERS IN SERVICE

Electric Water
Residential - Single Phase: 7,696 6,340
Residential - Three Phase: 23 21
Commercial - Single Phase: 972 516
Commercial - Three Phase: 450 247
Power Service: 131 121
Industrial: 6 1
Area/Street Lighting: 41 7
Missouri S&T: 5
PWSD #2: 443
Total: 9,319 7,701

Sewer Service Charge: $273,450.71
Refuse Service Charge: $175,518.17
Gross Payroll: $219,929.86

* Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 6,833,500 gallons per water main flushing records.
*** FY loss includes 33,960,300 gallons per water main flushing records.
OPERATION MANAGER'S REPORT

**ELECTRIC DEPARTMENT**

(E1) Cedar & Olive Street from 16th -18th Street  
- Rebuild existing overhead 4kv distribution system,  
  included replacement of (5) poles  
  Started, June 27, 2016  
  Completed, August 22, 2016

(E2) 1203-1213 West 8th Street  
- Rebuild existing overhead 4kV distribution system  
  Started, July 15, 20' 6  
  Ongoing

(E3) LED Streetlight Conversion/Replacement  
- Replace existing overhead and underground 100 watt HPS fixtures with LED fixtures  
  Started, July 25, 20' 6  
  Ongoing

(E4) Hy Point West: Dunwood Blvd.  
- Installation of underground streetlight circuit and  
  (5) LED fixtures  
  Started, August 29, 2016  
  Ongoing

**WATER DEPARTMENT**

(W1) 6th Street from Kingshighway to Pine Street  
- Replace existing 6" cast iron main with 12" PVC  
  Started, August 15, 2016  
  Ongoing

(W2) Hy Point West - V Highway  
- Water main extension with 12" PVC  
  Started, August 16, 2016  
  Ongoing

(W3) Elm Street from Bishop Avenue to dead-end  
- Relocate existing 4" & 6" cast iron main with 8" PVC  
  Started, August 20, 2016  
  Ongoing

(W4) RMU Hy Poin: Well #3  
- Piping, electrical and treatment equipment installation  
  Started, February 4, 2016  
  Ongoing

(W5) RMU Well #3  
- Pump/motor replacement  
  repairs by Layne Christensen Company  
  Started, August 31, 2016  
  Completed, September 22, 2016

**MISCELLANEOUS**

(1) MPUA Apprentice Lineman Training  
  September 13-15, 2016  
  Kansas City, MO  
- Attended By: Jestin Casto  
  Josh McBride

(2) RMU Substation Transformers  
- Transformer oil testing and analysis  
  by United Power Services, Inc.  
  on-site, September 21, 2016  
  Results pending

(3) RMU Personnel  
- New employee, Brian Burnham, Labor I  
  Started, September 27, 2016
FINANCIAL STATEMENT
SEPTEMBER 2016

RECEIPTS:
Electric, Water, Tax, Sewer and Refuse Charge $3,545,552.48
Accounts Receivable - Miscellaneous $46,670.62
Customer's Deposits - Refundable $40,770.52
Misc Non-Operating Revenue $5,185.50
Total Receipts $3,598,179.12

Super-Now Account Interest (August 31, 2016) $89.45
Money Market Account Interest (August 31, 2016) $4,787.11
Electronic Payment Account Interest (August 31, 2016) $36.16
Public Utility Cash In Bank (August 31, 2016) $25,564,499.28
Total Receipts and Cash In Bank $29,207,591.12

DISBURSEMENTS:
Power Purchased $1,769,305.14
Operating Expenses $117,551.82
Administrative and General Expenses $151,793.50
Payroll $156,265.60
Electric and Water Capital Expenditures $27,073.95
Stock Purchases (Inventory) $2,155.90
Balance of Customer's Deposits after Finals $14,112.76
Medical, Dental, Vision and Life Insurance Paid by Employees $13,086.21
Support Payment $0.00
U.S. Withholding Tax $23,841.60
Missouri Dept. of Revenue (Sales Tax) $46,581.13
Missouri Dept. of Revenue (Income Tax) $4,199.00
Phelps County Bank (Social Security) $32,889.48
Sewer Service Charge $273,450.71
Refuse Service Charge $175,518.17
Purchase U.S. Treasury Bill / Certificates of Deposit $0.00
Unclaimed Deposits $0.00
PILOT to City of Rolla $134,421.90
Standpipes Lease/Purchase $4,099.16
Electric Power Supply Infrastructure Lease/Purchase $91,132.98
Prinacy Fees $0.00
Void Checks $0.00
Total Disbursements $3,041,454.81

Cash in Bank (September 30, 2016) $26,166,130.31
Total Disbursements and Cash in Bank $29,207,591.12

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:
Central Federal Savings & Loan, Check #1210 for $600.64 $2,000.00
Citizens Bank of Newburg, Check #1209 for $1,079.61 $2,059.76
Phelps Co Bank-Electronic Payment Account, Check #1073 for $281,621.24 $52,807.67
Phelps Co Bank-Money Market $4,294,346.53
Phelps Co Bank-Super Now, Checks #24138 thru #24216 for $3,041,454.81 $4,418,599.39
Town & Country Bank, Check #1209 for $4,308.70 $4,686.76
Regions Bank, Check #1211 for $1,024.87 $2,000.00
Total Public Utility Accounts $8,777,084.31

ELECTRIC RESERVES:
Certificates of Deposit $0.00
Money Market Account $14,888,264.00
U.S. Treasury Bills $0.00
Total Electric Reserves $14,888,264.00

WATER RESERVES:
Certificates of Deposit $0.00
Money Market Account $2,500,788.00
U.S. Treasury Bills $0.00
Total Water Reserves $2,500,788.00

TOTAL RESERVES:
$17,389,052.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:
$20,106,130.31
# STATISTICS

## SEPTEMBER 2016

### PRODUCTION

<table>
<thead>
<tr>
<th>Date of Demand</th>
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<tr>
<td>Time of Demand</td>
<td>04:15 PM</td>
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<tr>
<td>Scada Demand</td>
<td>56,370.0</td>
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<tr>
<td>kWh Purchased</td>
<td>24,891,485</td>
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<tr>
<td>Total Cost</td>
<td>$1,735,696.69*</td>
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<tr>
<td>Cost per kWh</td>
<td>0.069731*</td>
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<tr>
<td>Load Factor</td>
<td>58.8%</td>
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</table>

| Pumped #2 Well | 7,108,000 |
| Pumped #3 Well | 0         |
| Pumped #4 Well | 4,336,000 |
| Pumped #5 Well | 4,592,000 |
| Pumped #6 Well | 3,810,000 |
| Pumped #7 Well | 2,335,000 |
| Pumped #8 Well | 1,600,000 |
| Pumped #9 Well | 5,374,000 |
| Pumped #10 Well| 4,825,000 |
| Pumped #11 Well| 7,407,000 |
| Pumped #12 Well| 0         |
| Pumped #13 Well| 8,528,000 |
| Pumped #14 Well| 9,515,000 |
| Pumped #15 Well| 5,619,000 |
| Pumped #16 Well| 6,990,000 |
| Pumped #17 Well| 6,245,000 |
| Pumped #1 In Park Well | 6,058,000 |
| Pumped #2 In Park Well | 3,730,000 |

| Total Gallons | 88,082,000 |

### ELECTRIC SALES

| Residential - Single Phase kWh | 8,190,144 |
| Residential - Three Phase kWh  | 160,241   |
| Commercial - Single Phase kWh  | 1,614,639 |
| Commercial - Three Phase kWh   | 3,273,201 |
| Power Service kWh              | 6,574,420 |
| Industrial kWh                 | 5,581,360 |
| Area/Street Lighting kWh       | 46,654    |
| Rental Lights kWh              | 92,296    |
| Total kWh Sold                 | 27,535,955 |
| Demand kW                      | 29,571    |
| Revenue                        | $2,587,854.38 |
| Monthly Gain                   | 10.86%    |
| Fiscal Year to Date Loss       | 0.20%     |

### WATER SALES

| Residential - Single Phase Gallons | 30,940,000 |
| Residential - Three Phase Gallons | 509,000    |
| Commercial - Single Phase Gallons | 7,244,000  |
| Commercial - Three Phase Gallons  | 6,003,000  |
| Power Service Gallons             | 12,840,000 |
| Industrial Gallons                | 134,000    |
| Missouri S&T Gallons              | 4,693,000  |
| PWSD #2 Gallons                   | 1,412,000  |
| Total Gallons Sold                | 62,595,000 |
| Revenue                           | $257,222.32 |
| Pumping Cost, Electric            | $32,697.63 |
| Monthly Unidentified Loss         | 24.22%     |
| Fiscal Year to Date Unidentified Loss | 18.40% *** |

### METERS IN SERVICE

<table>
<thead>
<tr>
<th>Meters in Service</th>
<th>Electric</th>
<th>Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Single Phase</td>
<td>7,706</td>
<td>6,322</td>
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<tr>
<td>Residential - Three Phase</td>
<td>23</td>
<td>21</td>
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<tr>
<td>Commercial - Single Phase</td>
<td>970</td>
<td>519</td>
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<tr>
<td>Commercial - Three Phase</td>
<td>450</td>
<td>249</td>
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<tr>
<td>Power Service</td>
<td>131</td>
<td>121</td>
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<tr>
<td>Industrial</td>
<td>6</td>
<td>1</td>
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<tr>
<td>Area/Street Lighting</td>
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<td>7</td>
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<tr>
<td>Missouri S&amp;T</td>
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<td>5</td>
</tr>
<tr>
<td>PWSD #2</td>
<td>458</td>
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</tr>
<tr>
<td>Total</td>
<td>9,327</td>
<td>7,703</td>
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</table>

*S Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 6,833,500 gallons per water main flushing records.
*** FY loss includes 33,960,300 gallons per water main flushing records.
ELECTRIC

E1. 1203 to 1213 West 8th Street
- Rebuild existing overhead 4kV distribution system
  Started: July 15, 2016
  Completed: October 18, 2016

E2. LED Streetlight Conversion / Replacement
- Replace existing overhead and underground 100 watt HPS fixtures with LED fixtures
  Started: July 25, 2016
  Completed: October 11, 2016

E3. HyPoint West - Dunwood Blvd.
- Installation of underground streetlight circuit and 5 LED fixtures
  Started: August 29, 2016
  Ongoing

E4. 1705 North Pine - Lambda Chi Alpha renovation
- Installation of underground primary and transformer
  Started: October 11, 2016
  Completed: October 13, 2016

E5. North Bishop - Pine Street to Oak Street
- Three phase overhead distribution system extension
  (7 poles for distance of approximately 800 feet)
  Started: October 13, 2016
  Ongoing

E6. Holloway substation
- Repainting, sealing, and repairs to switchgear building
  Started: September 28, 2016
  Completed: September 30, 2016

WATER

W1. 6th Street from Kingshighway to Pine Street
- Replace existing 6" cast iron main with 12" PVC
  Started: August 15, 2016
  Ongoing

W2. HyPoint West and V Highway
- Water main extension (12" PVC)
  Started: August 16, 2016
  Ongoing

W3. Elm Street from Bishop Avenue north to dead-end
- Replace 4" and 6" cast iron main with 8" PVC (including re-lining bore under Hwy 63 - Bishop),
  Installed: 340 feet 8" PVC and 2 Fire Hydrants
  Started: August 20, 2016
  Completed: October 7, 2016

W4. RMU HyPoint Well #3
- Replacement of piping, electrical, and treatment equipment
  Started: February 4, 2016
  Ongoing

W5. 1601 Fraternity Circle
- 1" service taps: 1

N/A FY 2016 Summary
- Water main replacements: 8,240 feet
  Fire hydrants installed: 27

MISCELLANEOUS

1. Rolla Lions Club Dalstrom Award
   - Presented to a Lions Club member or an outstanding member of the community.
   2016 Recipient was Rusty MacCash

2. MPUA Broadband Taskforce
   October 5, 2016
   Jefferson City, MO
   - RMU staff member that attended:
     Chad Davis
3. RMU Substation Transformers
   - Oil testing and analysis conducted by United Power Services, Inc.
     On-site: September 21, 2016
     Results pending

4. Street Repairs for RMU water projects
   - 9th and 10th Streets
   - Pine Street
   - Square feet: 18,200.63
     Cost = $45,501.58
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 July 19, 2016 Board meeting Regular and Executive session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION

A. Public Hearing for Renewable Energy Rate: No one was present to speak with the Board and the Public hearing was closed.

III. SPECIAL PRESENTATION

A. Kelly Beets, Senior Loss Control Consultant MIRMA - 2015 Safety Award: Kelly Beets reported that RMU received a 100% award Score on our MIRMA Loss Prevention Evaluation. RMU was one of the 13 city entities that received a perfect score out of the 78 members. The award was presented at the MIRMA Annual Conference on July 21, 2016.

IV. STAFF REPORTS

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

1. The Board received the Statement of Income & Expenses reports for July 2016 (FY16)

   1. Roberts reviewed the July 2016 report (FY16), with the following comparisons:

      Month-to-Date comparison of July 2016 to July 2015

      • Operating Income increased $172,274; Purchased Power expense decreased $52,289; Operating Expenses decreased $22,404 resulting in a Total Operating Income of $247,657 which showed a increase income of $194,678; Total Other Income increased $25,645. Total Net Income for July 2016 was $301,468, a increased income of $220,324 in comparison to July 2015.

      Year-to-Date (YTD) FY2016 and FY2015

      • Operating Income decreased $264,434; Purchased Power expense decreased $1,168,959; Operating Expenses decreased $906,276 resulting in a Total Operating loss of $43,270.60, a decreased loss of $81,842. Other Income increased $275,930 resulting in a Net Income YTD of $667,951.32, a increase of $357,772 compared to the same time period last year.

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

   Public utility checks
   Phelps Co Bank - Super Now, Checks #23945-224034
   Phelps Co Bank - Electronic Pmt Acct, Check #1071

   Transfer of funds
   Central Federal Savings & Loan, Check #1208
   Citizens Bank, Check #1207
   Regions Bank, Check #1209
   Town & Country Bank, Check #1207

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

3. MPUA-JMIEUC Membership Rebate: Roberts reported that the check has been received for settlement on transmission expenses. This settlement check has been applied to RMU's power purchase cost.

4. Paymentus: Roberts provided an update regarding RMU's efforts to allow customers electronic payments and billing. SunGuard Click-to-Gov is a software that provides eServices to utility customers. However, installing and maintaining it is very IT labor intensive. An alternative is Paymentus which is a third party vendor with Sunguard that offers great features and interface with payment solutions. Paymentus offers a pay now button that conveniently takes customers to their utilities amount due online and gives an option to pay by card, eCheck or kiosks. Customers also have the option to save their credit card information for easy reoccurring payments online. Paymentus has a fairly new partnership with HTE. As of now, there is one HTE utility customer up and running with the Paymentus e-solution. RMU has continued to research Paymentus and seek a Sunguard client that has went live. So far this client has not had any issues with their transition and has given RMU 100% positive feedback. Therefore, Dennis and Rodney have discussed the paymentus agreement, which is similar to other service agreements, will work towards implementing this new E-solution.

* * * * *
B. STAFF ENGINEER'S REPORT  (Cason)

1. Updates on:
   a. Development Review Committee meeting. There was a DRC meeting on July 26th. The agenda and comment memo is included in your board packet. There were five items on the agenda for discussion. RMUJ requested easements on Wild Horse Run Plat No. 3 and discussed existing easement. a water main extension and street lighting for Westside Marketplace Subdivision.
   b. Contractor Mains. The PCRM2C water main replacement is complete. The FedEx water main construct on is complete and is in the process of being flushed. The Phase II main at RCDC’s Hy Point West is complete and will be filled and flushed once the FedEx main is tested and in service.
   c. Water Meter Testing. We received accuracy test results on the meters that were sent to Midwest Meter. After analyzing the results, it appears that meters in the 5/8"-2" group have an overall average accuracy of 93.5% and meters in the 3"-6" group have an overall average accuracy of 95.61%. Based on this information RMU estimates losing approximately $105,000/yearly in revenue due to these losses. Staff will develop additional meter testing and replacement plan and discuss at September Board meeting.
   d. Leak Survey. ADS submitted a final report on the leak study. According to the report submitted, they discovered nine (9) leaks on service lines and thirteen (13) fire hydrants leaking. There was one (1) main leak reported which was investigated by our crews and there was no water found to be leaking from the main. The estimated water loss from these leaks is 55,500gpd or 20,257,500gall annuall. The estimated revenue lost due to these leaks is calculated at $1.42 per 1,000 gallons. the cost of producing water, or $28,766 annually.

C. OPERATION MANAGER'S REPORT  (Parker)

1. Update on current RMU projects
   ELECTRIC DEPARTMENT -
   (E2) Cedar & Olive Street from 16th to 18th Street Rebuild existing overhead 4kv distribution system. Started, June 27, 2016. Ongoing.
   (E3) Rolla High School (new addition) 504 E 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
   (E6) LED Streetlight Conversion/Replacement Replace existing overhead and underground 100watt HPS fixtures with LED fixtures. Started, July 25, 2016. Ongoing.
   (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 40ft 4" PVC; 20ft 6" PVC; 980ft 8" PVC two (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) 202 Forum Drive Four (4) 1" water taps. Completed July 20, 2016.

MISCELLANEOUS -
(1) Missouri Water & Wastewater Annual Technical Program Attended by Jason Bell, Bruce lineback and Kent Stabo on August 9-10, 2016 in Columbia, Missouri.
(2) Survantial Technology System Training Level 1 Attended by Nathan Randolph and Eric Seest on August 15-19, 2016 in St. Louis, Missouri.
(3) Street Repairs for RMU Water Projects Maxwell and Lanning Lane 3,399sq ft street repair. Total $10,400.78.
(4) Street Repairs for RMU Water Leaks 4,643sq ft street repair. Total $11,606.35.
D. GENERAL MANAGER’S REPORT  (Bourne)
1. MoPEP Updates:
   • MoPEP has been collecting 10% additional funds as required by the Bond Covenants. MoPEP has been using these funds towards the MoPEP Grant Program. The MoPEP Board voted to suspend funding of the Grant program and looks allocating these funds to pay off power projects, i.e. Solar Farms. Staff will report back after six months.
   • All power plants are running well this summer. In Lamar, there is discussion of Landfill Gas Power Plant expansion as the landfill grows.
   • Waynesville Solar Farm is on-line with the dedication ceremony that was held on August 18th.
   • Grain Belt Express ran into a delay at MoPSC for failing to provide a required 60-day notice of intent to file to become a utility in Missouri.
   • MoPEP has also been receiving information regarding additional wind farms being constructed in Missouri, Iowa, and Illinois. MoPEP continues to explore the western Kansas wind farms as well, that would coincide with the Grain Belt Express project.
2. Insurance Update: Bourne reported that he has made requests of GBS for renewal information on our current plans. GBS expects to have that information available in early September. Our current medical insurance claim experience had been running at about 85%, but July was a high claims month pushing us up to 93% for the year. RMU will be changing from 12/12 plan to a 24/12 plan both of these factors could result in rate increase. Staff should know more next month and will update Board at the September Board Meeting.
3. Miscellaneous: Bourne reported that on August 15, 2016 RMU’s budget was presented to the City Council for comments. There were no comments and Budget will become effective on October 1, 2016.

V. OLD BUSINESS  (None)

VI. NEW BUSINESS
   A. Renewable Energy Rate (Action Required) Staff recommends approval of Renewable Energy Rate. Williams made a motion, seconded by Showalter, the rate be approved as presented. Motion passed unanimously.
   B. Well #3 Proposals Received two (2) proposals. Staff recommends acceptance of low proposal in the amount of $63,713.00. Showalter made a motion, seconded by Crump that a purchase order be issued to Layne Christensen Company in the amount of $63,713.00. Motion passed unanimously.
   C. Electric Meter Quotes Received two (2) quotes. Staff recommends acceptance of high quote in the amount of $34,342.40 due to the history of the other company that held low quote. Williams made a motion, seconded by Crump that a purchase order be issued to Anixter Power Solution in the amount of $34,342.40. Motion passed unanimously.

Showalter made a motion, seconded by Williams, that the Board adjourn to Executive Session to discuss Real Estate under RSMo (Supp. 1997) Section 610.021 (2) and Personnel under RSMo (Supp. 1997) Section 610.021(3). Roll call vote was taken at 5:30 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

VII. EXECUTIVE SESSION
   A. Real Estate under RSMo (Supp. 1997) Section 610.021(2).
   B. Personnel under RSMo (Supp. 1997) Section 610.021(3).

Crump made a motion, seconded by Showalter, that the meeting return to open session. Roll call vote taken at 6:25 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

(OPEN SESSION)
In open session, Bourne reported that during Executive Session, the Board discussed a Real Estate and Personnel matters 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 6:26 p.m.

Nick Barrack, President
Matthew Z. Williams, Secretary

The Board’s next meeting is scheduled for Tuesday, September 27, 2016 at 4:30 p.m.
ROLLABE SESSION - September 27, 2016

Meeting was held in the Board Room at RMU's Tucker Professional Center at 4:30 p.m.

The meeting was called to order at 4:35 p.m. by Rolla Board of Public Works ("RBPW" or "Board") Vice President Albert Crump, Jr presiding. The following we're present:

Board members: President Nick Barrack, by phone.
Secretary Matthew Z. Williams

RMU Staff: General Manager Rodney P. Bourne, P.E.
Operations Manager Tom Parker
Operations Manager Chad Davis, P.E.
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 Barrack, the minutes of the August 23, 2016 Board meeting Regular and Executive 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 August 2016 (FY16).

   1. Roberts reviewed the August 2016 report (FY16), with the following comparisons:

   a. Operating Income decreased $82,579. Purchased Power expense increased $91,357. Operating Expenses increased $117,208 resulting in a Total Operating Income of $129,083 which showed a decrease Income of $199,787; Total Other Income increased $186,394. Total Net Income for August 2016 was $356,301, a decreased Income of $13,393 in comparison to August 2015.

   b. Operating Income decreased $907,013. Purchased Power expense decreased $1,077,603; Operating Expenses decreased $789,068 resulting in a Total Operating Income of $85,813, a decreased Income of $117,945. Other Income increased $462,324 resulting in a Net Income YTD of $1,024,253, a increase of $344,379 compared to the same time period last year.

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

   a. Public utility checks
   - Phelps Co Bank - Super Now, Checks #24035-24135
   - Phelps Co Bank - Electronic Pmt Acct, Check #1072

   b. Transfer of funds
   - Central Federal Savings & Loan, Check #1209
   - Citizens Bank, Check #1208
   - Regions Bank, Check #1210
   - Town & Country Bank, Check #1208

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

3. Paymentus Roberts provided an update regarding the Paymentus contract. Paymentus contract has been completed and our next step is SunGuard installation. Once SunGuard Fusion and Web Enablement is installed RMU will coordinate with Payntus to complete the install. Payntus offers a pay now button that conveniently takes customers to their utilities amount due online and gives an option to pay by card, eCheck, or Kiosks. Customers also have the option to save their credit card information for easy reoccurring payments online. RMU has continued to research Payntus and has received 100% positive feedback and is looking forward to implementing this new E-Solution in December.

B. STAFF ENGINEER’S REPORT (Cason)

1. Updates on:
   a. Development Review Committee meeting. There was a DRC meeting on August 30th. The agenda and comment memo is included in your board packet. There were three items on the agenda for discussion. RMU discussed a water main extension. frontage fees and location of the development within the water district on Sunny Estates, requested an easement on Mitchell's Consolidation and discussed relocation of a water main and service connections on Shrove Subdivision.
   b. Contractor Mains. The Fed Ex water main and the Phase II main at RCD's Hy Point West have been sampled and turned on. Construction has begun on a water main extension at 2535 N. Bishop for a commercial development project.

c. **Water Meter Testing.** Cason reported that her and Rodney met with Steve Hargis to discuss the results of our recent water meter testing and additional water meter replacement. We are requesting price quotes for another 155 meters, both positive displacement and ultrasonic and are considering the option of doing the replacements in-house with the assistance of Public Works personnel. We are planning to change out the 5/8" meters in routes 45 and 47. Additionally, we are working to schedule meetings with both Itron and Tantalus to discuss meter reading collection systems.

d. **Miscellaneous.** Bids for the service department remodel were originally due tomorrow, but we have extended the date to October 12th. We will be bringing the results to the October meeting. Additionally, we are planning to go out for bids on the Old St. James Rd. Water main replacement in October with bids coming to the board at the November meeting.

C. **OPERATION MANAGER’S REPORT** *(Parker)*

Vice Secretary, Dr. Wm. Eric Showalter arrived during the Operations Manager Report at 4:45 p.m.

1. **Update on current RMU projects**

   **ELECTRIC DEPARTMENT** -
   
   (E1) Cedar & Olive Street from 16th to 18th Street Rebuild existing overhead 4kV distribution system. Started, June 27, 2016. Completed, August 22, 2016.
   
   (E2) 1203-1213 West 8th Street Rebuild existing overhead 4kV distribution system. Started July 15, 2016. Ongoing.
   
   (E3) LED Streetlight Conversion/Replacement Replace existing overhead and underground 100 watt HPS fixtures with LED fixtures. Started; July 25, 2016. Ongoing.
   

   **WATER DEPARTMENT** -
   
   (W1) 6th Street to Kingshighway to Pine Street Replace existing 6" cast iron main with 12" PVC. Started, August 15, 2016. Ongoing. Water crews have been working between other job sites and priority water leaks.
   
   
   (W3) Elm Street from Bishop Avenue to dead-end Relocate existing 4" & 6" cast iron main with 8" PVC. Started, August, 20, 2016. Ongoing.
   
   

   **MISCELLANEOUS** -
   
   (1) MPUA Apprentice Lineman Training Jestin Casto and Josh McBride attended a structure program, which involved climbing poles, etc. training on September 13-15, 2016 in Kansas City, Mo.
   
   (2) RMU Substation Transformers Transformer oil testing and analysis by United Power Service, Inc. On-site, September 21, 2016. Results pending.
   
   (3) RMU Personnel New employee, Brian Burnham, Labor I. Started, September 27, 2016

D. **GENERAL MANAGER’S REPORT** *(Bourne)*

1. **Miscellaneous**

   Bourne introduced our new Operations Manager, Chad Davis. Chad took the time to introduce himself to Board members. Chad was the Utility Director for Trenton Municipal Utilities (TMU) in Trenton, MO. He had been in that position for 14 years. Prior to TMU, he was a consulting engineer in the Trenton area. Chad is a Civil Engineer with a PE registration. Chad started September 6, 2016 and we welcome him to our team.

   1. **MPUA/MJMEUC Update**

   Bourne reported an updated from the MPUA/MJMEUC Conference that there have been more reports surfacing regarding the difficulty of US coal plants unable to compete in the market primarily against natural gas facilities. Bourne also reported that MC Power is actively trying to site new solar farms in MoPEP Cities. Declining load is also a reality in many cities. In Rolla, our meter count continues to grow, but we are seeing a decline in kWh/meter and Tgal/meter. Most likely due to new construction, efficiency improvements and conservation. Additional information discussed during the MPUA/MJMEUC Conference were Cyber Security continues to be a topic of concern in the utility industry and all IOUs are currently seeking rate increases at MoPSC.

V. **OLD BUSINESS** *(None)*

VI. **NEW BUSINESS**

A. 1. **Insurance Renewal** Bourne reported an update in regards to GBS insurance renewal. Management have met with GBS and GBS is recommending no changes to our current insurance plan. GBS is currently updating the Web Portal and EOB’s to be clearer and more user friendly. We need to encourage more 90-day prescriptions, however, generic drug use is higher than the benchmarks. A one time $30,000 Aggregating Specific Deductible will be added to our plan. Staff recommends approval. Williams made a motion, seconded by Showalter to approve the GBS Renewal as presented including the Tele-A-Doc service. Motion passed unanimously.
2. Survalent Maintenance Agreement Parker reported the Board authorized an upgrade to the Survalent SCADA system last October. The service came with a one year warranty and associated upgrades. The new service agreement is for a three year period and includes maintenance and upgrades. Staff recommends approval. Showalter made a motion, seconded by Williams to approve updates to RMU's Survalent SCADA system. Motion passed unanimously.

Showalter made a motion, seconded by Williams, that the Board adjourn to Executive Session to discuss Real Estate under RSMo (Supp. 1997) Section 610.021 (2) and Legal under RSMo (Supp. 1997) Section 610.021 (1). Roll call vote was taken at 5:10 p.m. Votes: Barrack, yes; Crump, yes; Williams, yes; Showalter, yes.

VII. EXECUTIVE SESSION
A. Real Estate under RSMo (Supp. 1997) Section 610.021 (2).
B. Legal under RSMo (Supp. 1997) Section 610.021 (1)
Showalter made a motion, seconded by Williams, that the meeting return to open session. Roll call vote taken at 5:44 p.m. Votes: Crump, yes; Williams, yes; Showalter, yes.

(OPEN SESSION)
In open session, Bourne reported that during Executive Session, the Board discussed Real Estate and Legal matters 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 5:45 p.m.

Nick Barrack, President
Matthew Z. Williams, Secretary

The Board's next meeting is scheduled for Tuesday, October 25, 2016 at 4:30 p.m.
### Management Report
**FISCAL YEAR 2016**

**September 2016**

#### BUILDING PERMITS ISSUED

<table>
<thead>
<tr>
<th></th>
<th>SEPTEMBER FY 2016</th>
<th>SEPTEMBER 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>Hotels, Motels</td>
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<td>Offices, banks, professional</td>
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<td>Public Works, utilities</td>
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#### INSPECTIONS PERFORMED

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<th>SEPTEMBER FY 2016</th>
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<th>YTD FY 2016</th>
<th>YTD FY 2015</th>
<th>FY 15-16</th>
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<td>563</td>
<td>7,511</td>
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## Management Report
### FISCAL YEAR 2017

#### October 2016

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<th>BUILDING PERMITS ISSUED</th>
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<th>OCTOBER FY 2016</th>
<th>YTD FY 2017</th>
<th>YTD FY 2016</th>
<th>Δ CHANGE FY 16 - FY 17</th>
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<td>Public Works, utilities</td>
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<td>Schools, other educational</td>
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<td>Stores, customer</td>
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<tr>
<td>Towers, antennas</td>
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<td>$ -</td>
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</tr>
<tr>
<td>Signs, attached and detached</td>
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DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

ITEM/SUBJECT: Project #414
Hy-Point Pump Station Upgrade

BUDGET APPROPRIATION (IF APPLICABLE):

DATE: 11/07/16

COMMENTARY:

Council approved $61,718.00 bid from The Pump Shop for Project #414 – Hy-Point Pump Station Upgrade at the October 17, 2016 council meeting.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with The Pump Shop for $61,718.00
ORDINANCE NO. __________


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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and The Pump Shop for Hy-Point Pump Station Upgrade, Project 414, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

V. A. 2.
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _______ Day of ________________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and THE PUMP SHOP ________________ 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: Hy-Point Pump Station Upgrade, PROJECT 414, 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 Hy-Point Pump Station Upgrade, PROJECT 414.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.

b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.

c. Contractor acknowledges and agrees that any of Contractor’s employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.

d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract.
Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $61,718.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract. Date of Completion of this project is April 17, 2017.

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 $200.00 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.
Exhibit A

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY ____________________________
Mayor, Owner, Party of the First Part

STATE OF MISSOURI )
SS )
County of Phelps )

CONTRACTOR

BY ____________________________
TITLE ____________________________

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

My commission expires: ____________________________

______________________________________________
Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ____________________________

______________________________________________
Notary Public

\[ V. A. 6. \]
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: First Reading

ITEM/SUBJECT: An Ordinance to approve the Final Plat of Wands Third Addition, a revision to the Wands Second Addition, to add or remove certain utility easements as shown on the attached plat, located in the Southeast Quarter of the Southeast Quarter of Section 2, Township 37 North, Range 8 West Rolla, Missouri

(Wands Third)
DATE: 11-7-2016

STATUS OF APPLICANT: The subject property is owned by Dale W. & Sara V. Wands, P.O. Box 977, Rolla, MO 65402, phone: (573) 308-8388.

CURRENT ZONING/USE: The subject property is zoned R-3 (Multi-Family District) zoning, which permits multiple structures to be located on an individual lot and permits maximum building density of 26 dwelling units per acre (the maximum density for this proposed development is 20 units). The site has been cleared of all buildings.

LOCATION: The property is located adjacent to Schuman Park near the intersection of North Oak Street and 12th Street. The Assessor’s Account Numbers for this property are 7291 and 7292 and can be used to identify the location of a given property. See the attached map and legal description.

TRACT SIZE: Lot 1 has .81 acre or 35,461 sq. ft. The project meets or exceeds the building coverage and open space standards for R-3 zoned property. The proposed buildings will have total foot print of 8,821 sq. ft. available to satisfy the 25% open space rule (9,150 sq. ft.) and the 40% (13,230 sq. ft) to meet the building coverage rules – a total of 13,230 sq. ft. The remaining site area has 17,490 sq. ft., which may be used to provide on-site parking and landscaping. The subject can only accommodate a maximum of 20 units given the total site area.

PURPOSE: To eliminate a 20 ft. wide utility easement, shown on the Wands Second Addition, and to add two 10 foot wide utility easements along the south and east boundary lines of Lot1.

ENGINEER OF RECORD: Lortz Surveying LLC, 14800 Private Drive 1122, Saint James, Missouri, 65559. Phone (573) 265-0561, JasonLortzSurveying.com.
PUBLIC COMMENT/ISSUES: The September 27 meeting of the Development Review Committee was not held due to the lack of agenda items. Members of the DRC are encouraged to send any comments or observations concerning the Wands Third Subdivision.

ACTION REQUIRED: On October 11, 2016 the Planning and Zoning Commission, at their regularly scheduled meeting, did not have a sufficient number of Commissioners present to achieve a quorum of at least five. Chairman Brown set October 26 as an alternate date to accomplish a second vote. The Commission voted unanimously to recommend that the City Council approve the dedication of certain easements shown on the Wands Third Re-subdivision.
AA2783

October 20, 2016

Dale Wands
1232 North Oak Street
Rolla, MO 65401

RE: 20' Fire Access Road

Dear Dale:

This letter is in regards to Fire Access Road required for fire protection of the east building. A Fire Access Road with a minimum dimension of 20 feet wide will be extended up the south drive so that a 150 foot hose can reach the furthest unit on the 3rd Floor of the building.

If you have any questions, feel free to call or e-mail.

Very truly yours,
Anderson & Associates Consulting Engineers, L.L.C.

Paul W. Frisbee, P.E.
Project Engineer
ORDINANCE NO. ______

AN ORDINANCE AMENDING THE 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 ELIMINATE CERTAIN UTILITY EASEMENTS AND REPLACE OTHER UTILITY EASEMENTS AS SHOWN ON THE WANDS THIRD SUBDIVISION PLAT. (WANDS THIRD).

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

Section 1: That Wands Second Subdivision easements are hereby eliminated and the Wands Third Subdivision, recommended by the Planning and Zoning Commission, will be approved by the City Council.

Section 2: That a fire access road shall be developed as a private driveway along the south side of the subject property that shall be kept free and clear at all times for emergency fire access. The driveway shall maintain a minimum width of 20 feet.

Section 3: That the following legal description applies to this subdivision: A subdivision located in the Southeast Quarter of the Southeast Quarter of Section 2, Township 37 North, Range 8 West, Rolla, Missouri.

Section 4: That this Ordinance shall be in full force and effect from and after the date of the passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.


APPROVED:

__________________________
Mayor

ATTEST:

_________________________
City Clerk

APPROVED AS TO FORM:

_________________________
City Counselor

VII. A. 5.
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion

ITEM/SUBJECT: Wands Sewer Service Line Easement

BUDGET APPROPRIATION (IF APPLICABLE) $ DATE: 11/07/2016

COMMENTARY:

Attached is a sketch showing the approximate location of a proposed sewer connection across a portion of Schuman Park.

This proposed connection will run along the west side of the park. The connection will be used to serve a new 20 unit apartment complex facing Oak Street near 13th Street.

Staff is making this request on behalf of the developer, Dale Wands. The developer will be responsible for the installation of the service line and restoration to the park after the line is complete.

If approved, the mayor will be authorized to quit claim easement to the developer for the purpose of installing the sewer service connection. The sewer in the park is city staff's preferred connection over to the existing sewer in Oak Street. The line in the park has more capacity and the horizontal grade to the line is much better.

Staff recommends approval.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: HDR Engineering, Inc.
WWTF Preliminary Engineering Report

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 11/07/16

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

COMMENTARY:

Attached is an ordinance authorizing the mayor to enter into a professional services agreement with HDR Engineering, Inc. for Task Order #7. This task order is to prepare a wastewater treatment facility (WWTF) preliminary engineering report on Rolla’s treatment facilities addressing the capacity and ability of these facilities to meet anticipated future regulatory requirements.

This report will provide improvement alternatives along with estimate capital and operation costs. This report will use a 20 year planning period. This, along with a preliminary report, developed by city staff on the city stormwater and wastewater collection systems will be used to develop an integrated municipal stormwater and wastewater master plan.

This integrated plan will be used to map out an approach that will prioritize the various needed improvements to protect our community’s overall water quality in an affordable long range plan approve by DNR and the EPA.

Staff recommends approval of the ordinance.

ITEM NO. VI C 1
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 HDR ENGINEERING, INC. FOR WWTF PRELIMINARY ENGINEERING REPORT - PROFESSIONAL SERVICES.

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, HDR Engineering, Inc. for WWTF preliminary engineering report - professional services, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSEL OR
TASK ORDER NO. 7

This Task Order pertains to an Agreement by and between City of Rolla, Missouri ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated January 19, 2011, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: No. 7
PROJECT NAME: Wastewater Treatment Facility (WWTF) Preliminary Engineering Report

PART 1.0 PROJECT DESCRIPTION:
Preliminary Engineering Report to address capacity and ability to meet anticipated future regulatory requirements at the Southeast WWTF, Vichy Road WWTF, and Southwest WWTF over a 20 year planning period. This will be a concept level report, which will provide improvement alternatives and opinions of capital cost end operations costs. The Integrated Management Plan will prioritize these proposed improvements. Upon initiation of each prioritized improvement, a separate Task Order will be issued for a more detailed Design Memorandum, Final Design and Construction Phase services.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT

Task 1 – Data Collection and Preliminary Matters
- Prepare data request.
- Review documents to confirm requested data received.
- Review existing flow data.
- Review treatment plant performance data from individual treatment processes for most recent 3 years of operational data and identify any additional laboratory analyses required for detailed evaluation.
- Meet with operations staff to discuss operational data and any additional laboratory analyses required.
- Collect cost information from the City, including total costs associated with wastewater treatment and biosolids disposal, equipment maintenance, and any contract operations.

Task 2- Study Area Characterization
- Define limits of tributary area to each plant.
- Prepare population growth projections.
• Describe physical characteristics of collection system and recent efforts to reduce infiltration and inflow (I&I).
• Prepare dry and wet weather flow projections.

Task 3 - Treatment Plant Evaluation
• Work with City staff to review dry and wet weather flow projections and pollutant characteristics/concentrations.
• Based on original design criteria, operational experience and current design standards, determine average and peak treatment capacity of each process at the WWTFs.
• Prepare base maps for existing conditions.
• Field check with Operations staff; identify flood elevation, top of structure elevations, and other critical vertical data using existing record information.
• Conduct review meeting with City staff to review:
  • Flows and loadings
  • Facility capacities
  • Regulatory goals
• Prepare minutes of meeting documenting decisions

Task 4 - Improvement Alternative Identification
• Identify preferred nutrient removal improvements and up to 2 wet weather management improvement alternatives for each WWTF.
• Conduct review meeting with City.
• Prepare minutes of meeting documenting decisions.

Task 5 - Treatment Improvements Evaluation
• Evaluate sizing and performance of unit processes.
• Check hydraulic profile of alternatives to determine pumping needs.
• Prepare conceptual layouts of alternatives on the base site map of the WWTF.
• Prepare life-cycle cost estimates for each alternative.
• Meet with City, review findings, and select preferred alternative for each WWTF.

Task 6 – Preliminary Engineering Report Plan Development
• Prepare a draft Preliminary Engineering Report. The Preliminary Engineering Report shall be prepared in accordance with Missouri Department of Natural Resources requirements.
  • Population and flow projections for future flows
• Description and discussion of collection system
• Description and discussion of treatment plant capacity needs
• Treatment plant improvement alternatives
• Preliminary site plans for recommended alternative
• Capital and operation & maintenance costs
• Submit the Preliminary Engineering Report to the City for review
• Meet with City and finalize based on review comments

Task 7 – Project Management
• Prepare project instructions for project team
• Conduct internal engineering reviews of deliverables
• Performance of typical project administration and management tasks such as project filing, coordination, communications, quality control, and supervision.
• Maintenance of a quality control program, including review and signoff on all deliverables.

DATA NEEDS
The following information will be provided by City of Rolla:
• Applicable record drawing for the WWTF’s.
• Applicable record drawings for the sanitary collection and conveyance system.
• Flood studies and FEMA delineations in the region of the WWTF.
• Studies related to analysis or upgrading the WWTF.
• Studies and records related to collection system evaluation and Infiltration and Inflow (I&I) removal.
• Most recent 3 years of plant operating and performance data (BOD, TSS, Nitrogen, Phosphorus, etc.) in electronic format (e.g. Excel spreadsheets).
• Projected unit costs for labor, power, and chemicals to be used as part of the economic evaluation of alternatives.

Assumptions for this study include:
• This study will consider and build on the information presented in the applicable prior studies and reports.
• No surveying is included, unless otherwise noted, in the study scope of services and if required, will be provided as an
additional scope and fee item.

- No geotechnical sampling, analyses, or studies will be conducted as part of this study. For costing purposes, all new structures will be assumed to require foundations similar in size and spacing to existing structures.
- No sample collection or lab analysis. If required, city will be responsible for sample collection and lab analysis.
- No flow monitoring is included in the study scope of services and if required, will be provided as an additional scope and fee item.
- Consideration of solids processing alternatives is not included unless expressly noted.

PART 3.0 OWNER'S RESPONSIBILITIES:

Owner shall furnish the following information:

- Make available data listed above.
- Future growth projections from prior “planning” documents if available.
- Prior engineering reports, soils reports, and record drawings.
- Equipment O&M manuals – we will review these at the WWTP and make copies as needed.

PART 4.0 PERIODS OF SERVICE:

270 days from date of task order execution.

PART 5.0 PAYMENTS TO ENGINEER:

Hourly Rate, Not to Exceed Fee of $142,740, to be invoiced monthly based upon percent completion as determined by the Engineer. No changes shall be made to this scope of work unless by written amendment signed by both parties.

PART 6.0 ADDITIONAL SERVICES:

Additional Services will include additional planning/financing support, environmental assessment, environmental clearances, design services, and any other services not specifically outlined above.
This Task Order is executed this ______ day of ____________, 20__.

City of Rolla, Missouri
“OWNER”

BY: ____________________________
NAME: __________________________
TITLE: __________________________
ADDRESS: _______________________

HDR ENGINEERING, INC.
“ENGINEER”

BY: ____________________________
NAME: Joseph E. Drimmel
TITLE: Vice President
ADDRESS: 4435 Main St., Suite 1000
Kansas City, MO 64111
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance 1st Reading

ITEM/SUBJECT: HNTB
Westside Transportation Master Plan Agreement

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 11/07/16

#108.562

COMMENTARY:

Attached is Amendment #2 – Westside Transportation Master Plan Agreement with HNTB. This task is for survey and geotechnical work in conjunction with the planned extension of Route 72. This work is necessary before final design and construction documents can be prepared.

Preliminary layout and proposed right of way was established in Amendment #1. This amendment will finalize all surveys necessary for acquiring right of way from property owners along the proposed route. In addition, the necessary geotechnical work will be done to design supports for the proposed bridge crossing the BNSF Railroad.

Ballots seeking approval of this Transportation Development District (TDD) were mailed November 1, 2016 and will be tabulated on December 13, 2016. Should the ballot issue fail the contract for these services will be suspended.

We anticipate bringing a final design contract to city council at the January 16, 2017 council meeting.

Staff recommends approval of the ordinance authorizing the mayor to enter into the professional services agreement for Amendment #2 to Route 72 Extension Project.
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 HNTB FOR WESTSIDE TRANSPORTATION MASTER PLAN PROFESSIONAL SERVICES.

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 HNTB for Westside Transportation Master Plan Professional Services, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
AMENDMENT NO. 2

PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 2 (the "Amendment") is entered into effective as of this 21st day of November, 2016, between CITY OF ROLLA, MISSOURI (Owner) and HNTB CORPORATION (HNTB).

WHEREAS, Owner and HNTB entered into a Professional Services Agreement dated February 17, 2015 whereby HNTB has contracted to perform professional services for Owner, generally described as Westside Transportation Master Plan (the "Project").

WHEREAS, Owner and Consultant desire to amend the Agreement to accommodate the addition of services and an increase in the fee under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Amendment and the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Attachment A of the Agreement is hereby amended to include the scope of services attached hereto and incorporated into the Agreement by reference as Attachment A- Scope of Services.

2. Attachment B of the Agreement is hereby amended to include the schedule for the above-referenced scope of services attached hereto and incorporated into the Agreement by reference as Attachment B- Schedule.

3. Attachment C of the Agreement is hereby amended to include the approved compensation for the above-referenced scope of services attached hereto and incorporated into the Agreement by reference as Attachment C- Compensation.

AND/OR ALTERNATE FEE ADDITION:

2. In return for the performance of the foregoing obligations, Owner shall pay HNTB $93,562.00 plus an additional $15,000 contingency only to be used for railroad permitting, flagging and access for geotechnical work in US Dollars on a per Task basis as set forth on Attachment C, Budget attached hereto and made a part hereof. The additional $15,000 will be in an owner held contingency that will only be accessed with approval from the Owner. Accordingly, the total contract amount is increased to $452,628.60 as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Contract Amount</td>
<td>$149,465.10</td>
</tr>
<tr>
<td>Amendment No. 1</td>
<td>$194,601.50</td>
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<tr>
<td>This Amendment No. 2</td>
<td>$93,562.00</td>
</tr>
<tr>
<td>Amendment 2 – Contingency</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Revised Contract Total</td>
<td>$452,628.60</td>
</tr>
</tbody>
</table>
4. Performance of the Additional Services identified herein is authorized by execution of this Amendment.

5. Except to the extent modified herein by this Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first above written.

CITY OF ROLLA, MISSOURI
(Owner)

Signature: ....................................
Name: ........................................
Title: ........................................

HNTB CORPORATION
(HNTB)

Signature: ....................................
Name: ........................................
Title: ........................................

VI. 1. 4.
Route 72 Extension
Topographical, ROW Surveys and Geotechnical Engineering
Attachment A - Scope of Services

11/7/2016

Project Description:
Provide Topographic and Boundary Surveys for the extension of Ridgeview Road/Missouri Route 72. Survey limits are from the intersection of Ridgeview Road/MO 72 with US 63 along the proposed route to the BNSF Railroad ROW matching the area where surveys were completed previously. Provide Geotechnical field exploration, lab analysis to develop a report with geotechnical engineering recommendations for the project.

Deliverables:
- Project Data gathered in Scope item 1a. (Information Gathering)
- Topographic and Boundary Survey Data in Pre-Design Scope Item 1b. (Project Surveys)
  - Microstation DGN of Existing features including utilities
  - Microstation DGN of Existing ROW, Property lines, Existing Easements and Property Owner information.
  - Microstation DGN of 3D Triangles or DTM of existing surface
- Exhibits for Total ROW Takes.
- Geotechnical Report with recommendations for project.

Scope Items:
1. Project Surveys
   a. Information gathering – utility base maps, property data, flood maps, City stormwater model, City/County LiDAR data with aerial imagery, previous survey information collected along BNSF railroad tracks.
   b. Perform Survey – Topographical Survey, Boundary Survey and Utility locates. Perform field surveys and process survey in accordance with MoDOT EPG 238.2 and provide Microstation design files including existing ground surfaces, and all existing features for the following areas:
      i. MO 72 Extension Corridor (200’ Left and Right of Centerline) from the intersection of US 63 (including the full intersection to include turn lanes) to just east of BNSF Right of Way, matching previously surveyed area. Survey of Kingshighway Blvd connection to proposed intersection with MO 72 extension.
      ii. Items to be included in the survey include utility structures, locations of utilities as-marked by local utility providers, invert and pipe sizes of storm and sanitary sewer structures, curbs, edge of paved surfaces, buildings and structures. The next observed storm and sanitary structures upstream and/or downstream from the project area would be located as well.
   c. Any ROW descriptions needed for total takes
   d. Prepare plat of survey detailing and describing the proposed takes for the new ROW.
   e. Stake boring locations for geotechnical consultant.

Amendment 2 – City Of Rolla, Missouri 63075
Route 72 Extension

Topographical, ROW Surveys and Geotechnical Engineering

Attachment A - Scope of Services

11/7/2016

2. Geotechnical Engineering
   a. Obtain BNSF right of entry permit, railroad insurance and provide flagging as needed for completion of bridge borings. This item is included in project contingency and will only utilized if needed and billed at actual costs plus 15% to account for labor of handling this process.
   b. Coordinate boring workplan with City of Rolla to minimize impacts to private property. Field work will not commence until an agreed upon workplan is developed between HNTB and the City.
   c. Perform 13 soil borings ranging from 10 feet to 40 feet unless auger refusal terminates drilling at a shallower depth.
   d. Standard Penetration Tests and Piezocon Penetration Tests will be performed.
   e. Laboratory work will be performed on boring samples to allow geotechnical engineer to perform analysis to provide recommendations for the formal geotechnical report. This report will address the following:
      i. Anticipated settlement based on general soil characteristics.
      ii. Bridge foundation recommendations.
      iii. Shrink/swell potential of subgrade soils.
      iv. General location, description, and disposition of existing fill materials, if encountered.
      v. Influence of groundwater and/or bedrock, if encountered, on design and construction.
      vi. Structural fill considerations, including the suitability of on-site soils for use and engineering criteria for placement.
      vii. Site development and geotechnical construction recommendations.
      viii. Pavement design recommendations for the new roadway alignment (if required).

3. Project Management
   f. Project Admin – contracts, invoicing, project review meetings
   g. Subconsultant coordination
   h. Quality Management – Perform QA/QC of all deliverables.

Exclusions

1. The City of Rolla shall provide right of access coordination and supply HNTB and all subconsultants with a letter to perform services within private property.
2. The City of Rolla will be responsible for all site restoration other than backfilling of soil borings on private properties.
Route 72 Extension

Topographical, ROW Surveys and Geotechnical Engineering

Attachment B - Schedule

For the additional scope in Attachment A – Scope of Services, below is the schedule to be completed by HNTB Corporation.

Notice to Proceed: November 21, 2016.
Surveying, ROW Documents: January 31, 2017
Route 72 Extension

Topographical, ROW Surveys and Geotechnical Engineering

Attachment C - Compensation

For performing the Services identified within Attachment A – Scope of Services, the City of Rolla shall pay HNTB an additional lump sum amount of $108,562 which includes a $93,562 lump sum amount plus a $15,000 contingency only to be used for railroad permitting, flagging and access for geotechnical work. The additional $15,000 will be in an owner held contingency that will only be accessed with approval from the Owner. HNTB may alter the compensation distribution between individual phases, task or work assignments to be consistent with the Services actually rendered, within the total lump sum amount.

The lump sum includes compensation for the Services, subconsultant costs, if any, and appropriate factors for labor, overhead, profit, and Reimbursable Expenses.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Diesel Utility Vehicle

BUDGET APPROPRIATION (IF APPLICABLE) $15,833.00 DATE: 11/07/2016

COMMENTARY:

Attached is the bid tab for a Diesel Utility Vehicle opened on 11/02/16. Three bids were received.

We will surplus an existing pickup through Gov Deals. We anticipate receiving approximately $5,000.00 for the existing pickup.

The unit is a planned replacement in the Sewer Department.

Staff recommends City Council approve the purchase of a Kubota RTV-X1100C from Schaeperkoetter Sales and Service for $15,833.00.
<table>
<thead>
<tr>
<th>Schaeperkoetter Sales &amp; Service</th>
<th>Wayde's Equipment, L.L.C.</th>
<th>Stahman Powersports</th>
</tr>
</thead>
<tbody>
<tr>
<td>2715 Hwy. A</td>
<td>297 E. Hwy. 8</td>
<td>1387 South Bishop</td>
</tr>
<tr>
<td>Mount Sterling, MO 65062</td>
<td>Steelville, MO 65565</td>
<td>Rolla, MO 65401</td>
</tr>
<tr>
<td>Ph: 573-943-6323</td>
<td>Ph: 573-775-3575</td>
<td>Ph: 573-364-6944</td>
</tr>
<tr>
<td><strong>Kubota RTV X 1100c</strong></td>
<td><strong>Kubota RTV X 1100 CWL-H</strong></td>
<td></td>
</tr>
<tr>
<td>$</td>
<td>$</td>
<td><strong>2017 Polaris Ranger Diesel HST</strong></td>
</tr>
<tr>
<td><strong>15,833.00</strong></td>
<td><strong>16,934.07</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Delivery: 11/4/2016</strong></td>
<td><strong>Delivery: 11/4/2016</strong></td>
<td><strong>20,200.00</strong></td>
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<tr>
<td></td>
<td></td>
<td><strong>6 Weeks Delivery: 12/14/16</strong></td>
</tr>
</tbody>
</table>
DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director

ACTION REQUESTED: Playground proposal approval

ITEM/SUBJECT: New playground structure for Larry May (Ber Juan Park, ballfield complex)

BUDGET APPROPRIATION (IF APPLICABLE) $100,000

DATE: Nov. 7, 2016

COMMENTARY:

The following proposals were received for a new playground structure in Larry May Park, located at the back of the ballfield complex in Ber Juan Park. This playground gets both neighborhood use and ballfield complex use and is one of the most frequented in our parks system. This location was selected also due to the involvement and generous donation by the Rolla Junior Club, whose members have raised approximately $25,500 for a new playground project. This new structure will replace most of the aging equipment (crawl tube, up/down crawl through, etc.) that was originally installed in fall 1996. The swing set and slide outside the fence area would remain for the present. Proposals from five different companies were solicited. We received three. All three bids include installation, shipping. The two low bidders, both from Missouri, offered end of year discounts, hence the difference with the third bidder.

<table>
<thead>
<tr>
<th>Company</th>
<th>Model</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Play &amp; Park Structures of Mo Park Hills, Mo.</td>
<td>Spiral Summit playground (see attached)</td>
<td>$87,932.33</td>
</tr>
<tr>
<td>All Inclusive Rec Farmington, Mo.</td>
<td>Playbuilder playground</td>
<td>$92,169.81</td>
</tr>
<tr>
<td>GameTime c/o Cunningham Recreation, Charlotte, NC</td>
<td>PowerScape playground</td>
<td>$152,541.31</td>
</tr>
</tbody>
</table>

Recommendation: Staff is asking the council to accept the low bid from Play & Park Structures of Missouri. This choice was also recommended and approved by the Parks Board at the October meeting. The Rolla Junior Club reviewed and approved this selection as well.
# Rolla Parks & Recreation

Rolla Parks & Recreation Department  
Attn: Kristy Rich  
1200 Holloway  
Rolla, MO 65401  
Phone: 573-426-6901  
kristy@rollacity.org

<table>
<thead>
<tr>
<th>Stock ID</th>
<th>Description</th>
<th>Quantity</th>
<th>Weight</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
</table>
| RDU      | Spiral Summit  
- 71692 | 1        | 4995.15 | $51,890.00 | $51,890.00 |
| FUNDS    | Fall Funding Dollars  
- Includes payment with order | 1        | 0      | ($25,945.00) | ($25,945.00) |
| 61384    | SQUARE ROOF FABRIC SHADE | 1        | 1117   | $8,364.00 | $8,364.00 |
| G60944   | 5"OD GALV UPR 15"W/O CAP | 4        | 452    | $445.00 | $1,780.00 |
| DISC     | Additional Discount | 1        | 0      | ($3,550.40) | ($3,550.40) |
| INSTALL  | Installation for Equipment | 1        | 0      | $14,000.00 | $14,000.00 |
| TILES    | 412 Rubber Tiles 2' x 2' 3-1/2" std color  
- 45 ramp edges  
- 33 tubes binder  
- 7 five gallon adhesive | 1        | 0      | $18,870.00 | $18,870.00 |

| INSTALL  | Installation for Tile | 1        | D      | $4,632.00 | $4,632.00 |
| INSTALL  | Concrete Pad for Tile  
- Site prep up to 6"  
- Concrete slab 4" thick  
- with fiber mesh and a lite broom finish  
- 4" compacted base material  
- As per print provided | 1        | D      | $12,000.00 | $12,000.00 |

**Total Weight:** 6564.15  
**SubTotal:** $82,040.60  
**Freight:** $5,891.73  
**Total Amount:** $87,932.33

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**THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF $1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of MO and S. IL.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Shipment: order shall ship within 30-45 days after Play & Park Structures' receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.
**Acceptance of quotation:**

Accepted By (printed): ________________________________

Signature: _______________________________________

Title: ____________________________________________

Purchase Amount: _________________________________ $87,932.33

**Order Information**

Bill to:

Company: _________________________________________

Attn: ____________________________________________

Address: _________________________________________

City/State/Zip: ___________________________________

Billing Contact: ________________________________

Billing Phone: ________________________________

Billing Fax: ________________________________

Ship to:

Company: _________________________________________

Attn: ____________________________________________

Address: _________________________________________

City/State/Zip: ___________________________________

Jobsite Contact: ________________________________

Jobsite Phone: ________________________________

Jobsite Fax: ________________________________

Enter desired color palette name: __________________ OR

Enter desired color: Uprights ( ), Decks ( ), Roofs/Tubes ( )

Play & Park Structures of MO and S. IL

By: ____________________________
Salesperson’s signature

Salesman’s Signature: ____________________________

Customer’s Signature: ____________________________

**PLAY**

play & park structures

Shade, Shelter, Dog Agility Equipment, Outdoor Fitness Equipment

**SITE FURNISHINGS**

ultra site

**SPECTATOR SEATING**

NRS National Recreation Systems

GT Grandstands

**SURFACING**

Surface Max
Play & Park Structures Warranties

Play & Park Structures provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, Play & Park Structures offers:

**Limited Lifetime Warranty**
- Posts, clamps & post caps
- All hardware

**15-Year Limited Warranty**
- SuperMax, DuraMax, totmax, Skyline, Early Horizons, and Boulderscapes: Decks, pipes, rails & loops
- Roto molded plastic components

**10-Year Limited Warranty**
- Shade fabric
- Fiberglass signage
- Pressure treated pine and redwood lumber utilized in site furnishings

**5-Year Warranty**
- Swing seats
- HDPE Panels
- Nylon covered cable nets and components

**1-Year Warranty**
- Spring bouncer C-type coil springs
- On all other Play & Park Structures products including moving parts

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with Play & Park Structures instructions and use approved parts.

At Play & Park Structures, we stand behind our product and are committed to the highest level of customer satisfaction.

*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.*
PLAY & PARK STRUCTURES WARRANTIES

LIMITED WARRANTY ON SUPERMAX, DURAMAX & TOTMAX
Play & Park Structures provides a lifetime limited warranty on SuperMax, DuraMax & totMax: a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and covers the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE
Play & Park Structures provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust and a one-year limited warranty on hardware against rust; see exclusions. All testing of Play & Park Structures' hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON
ROTMOLDED AND THERMO-FORMED POLYETHYLENE PRODUCTS
Play & Park Structures provides a fifteen-year limited warranty on rotomolded and thermo-formed polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, Play & Park Structures will replace the rotomolded or thermo-formed polyethylene product at no cost to the customer.
TWENTY-YEAR LIMITED WARRANTY ON RECYCLED PLASTIC LUMBER PRODUCTS

Play & Park Structures provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

Play & Park Structures provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON INTEGRATED PLAY & PARK SHADE PRODUCTS

Play & Park Structures provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.

All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

LIMITED WARRANTY ON SITE FURNISHINGS

Play & Park Structures provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

Play & Park Structures provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.
TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS

Play & Park Structures provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites that cause the wood to become structurally unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON PLAY & PARK STRAP AND TOT SEAT

Play & Park Structures provides a five-year limited warranty on strap and tot swings seats against structural failure that causes the seats to become unfit for its intended use; see exclusions. The factory installed “S”-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion, or premature wear.

THREE-YEAR LIMITED WARRANTY ON “C” SPRINGS FOR SPRING BOUNCERS

Play & Park Structures provides a three-year limited warranty on “C” springs for Spring Bouncers against damage due to delaminating of the rubber spring and breakage of the “C” spring that would cause the Spring Bouncer to become structurally unfit for its intended use; see exclusions.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

Play & Park Structures excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.
Claim Procedure: To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

Play & Park Structures  
Customer Service  
401 Chestnut Street - Suite 310  
Chattanooga, TN 37402

Or Contact your local Representative at  
1-800-727-1907

Within 60 days of notice of claim under warranty, Play & Park Structures will make arrangements to replace the damaged product. Play & Park Structures will cover freight costs within the continental United States. Play & Park Structures is not responsible for freight costs associated with products located outside the continental United States. Play & Park Structures reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _______________________

Purchaser: ______________________________

Play & Park Invoice Number: ______________

______________________________
Authorized Play & Park Signature

______________________________
Title

See Play & Park Structures on the web at www.playandpark.com

To obtain a “GENERAL CERTIFICATE of CONFORMITY” as required by the “CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008” follow the link below and enter your seven-digit customer order number.

www.cpsia.playcore.com
TILE MATERIAL
FIVE YEAR WARRANTY

Subject to the following terms and conditions, Play & Park Structures (SELLER) warrants to the Buyer that the Play & Park Structures recycled rubber tile surfacing (Tile) sold to the Buyer will be free from manufacturing defects at the time of their delivery to the job site.

If, upon inspection by the Seller, the Tile evidences manufacturing defects, Seller's liability and Buyer's remedies are limited, at Seller's option, to the repair or replacement of the defective Tile at the F.O.B. point in the original contract of sale.

Seller further warrants that the Tile will not prematurely deteriorate to the point of failure because of weathering for a period of five (5) years from the date of sale if properly installed, maintained and used for the purpose for which the Seller intended.

Buyer shall give Seller notice of a claim under this warranty within thirty (30) days of discovering the premature deterioration of the Tile.

If, upon inspection by the Seller, the Tile shows premature deterioration because of weathering within the five (5) year period stated herein, Seller's liability and Buyer's remedies are limited at Seller's option to the providing of repair material for the original Tile or credit to be applied toward the purchase of the new Tile, the value of these remedies being determined by the Seller based upon the number of remaining months of the unexpired warranty used to pro-rate at the current price for the Tile. The maximum pro-rated value allowed by Seller for repair or credit shall not exceed the original Tile purchase price.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. PLAY & PARK STRUCTURES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Warrantor: Play & Park Structures
401 Chestnut Street, Suite 310
Chattanooga, TN 37402
877-762-7563

Order number: ________________________________________
Name of project: _____________________________________
Customer: ___________________________________________
Location: ___________________________________________
Date of installation: _________________________________
Representative: ______________________________________ Date _________________
DEPARTMENT HEAD: Floyd Jernigan, ACTION REQUESTED: Resolution
Parks and Recreation Director
ITEM/SUBJECT: Authorizing mayor to sign lease financing for Council approved Cardio fitness equipment

BUDGET APPROPRIATION (IF APPLICABLE) DATE: Nov. 7, 2016
($2,915 monthly, 36 month)

COMMENTARY:

On Oct. 3, Council approved the three-year lease purchase of cardio equipment from Matrix for $93,951 to replace an assortment of comparable exercise equipment purchased between 2006-2009. We did not directly solicit financing proposals though each of the vendors were asked to provide a leasing option through their primary lending institution in the original RFB. As noted prior the equipment becomes the property of the Centre for $1 at the end of 36 months. All equipment is installed by Matrix and covered by warranty. The company provides training to Centre staff for maintenance and repairs.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Treadmill</td>
</tr>
<tr>
<td>2</td>
<td>Ascent trainer (incline)</td>
</tr>
<tr>
<td>2</td>
<td>Elliptical</td>
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<td>2</td>
<td>Recumbent bike</td>
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<tr>
<td>2</td>
<td>Upright bike</td>
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<td>Hybrid cycle</td>
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<td>Climbmill (stair climber)</td>
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<td>Krankcycle</td>
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<tr>
<td>1</td>
<td>Matrix S-Drive performance trainer sled</td>
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</tbody>
</table>

Recommendation: Motion to approve the Resolution for lease financing of 18 pieces of exercise equipment through Matrix and their leasing institution KS State Bank. We expect a mid-December delivery of the equipment.

ITEM NO. VII C.1.
RESOLUTION NO.______________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A GOVERNMENT OBLIGATION CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI, AND KS STATEBANK FOR THE FINANCING OF CERTAIN FITNESS EQUIPMENT.

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

Section 1: That the Mayor of the City of Rolla, Missouri, is hereby authorized to execute on behalf of the City of Rolla, Missouri, a Government Obligation Contract between the City of Rolla, Missouri, and KS StateBank for the Financing of certain fitness equipment. A copy of said Government Obligation Contract attached hereto and marked “Exhibit A.”

Section 2: That this resolution 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
The instructions listed below should be followed when completing the enclosed documentation. **Please print on single sided paper only.** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 584-4054.

I. Attached Documentation

1. Government Obligation Contract
   ♦ An authorized individual that is with the Obligor should sign on the first space provided.
   ♦ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.

2. Exhibit A – Description of Equipment
   ♦ Review equipment description. Complete serial number/VIN if applicable.
   ♦ List the location where the equipment will be located after delivery/installation.

3. Exhibit B – Payment Schedule
   ♦ Sign and print name and title

4. Exhibit C - Payment Request & Equipment Acceptance Form
   ♦ Do Not Return until you need to request funds from the Vendor Payable Account.

5. Exhibit D - Signature Card
   ♦ Sign and print name and title
   ♦ An additional individual may sign as an authorized individual, if desired.

6. Exhibit E - Obligor Acknowledgement
   ♦ Complete information as indicated.

7. Insurance Requirements
   ♦ Complete insurance company contact information where indicated.

8. Debit Authorization – (Preferred)
   ♦ Complete form and attach a voided check

9. 8038GC IRS Form
   ♦ Please read 8038 Review Form
   ♦ In Box 2, type Employer Identification Number
   ♦ Sign and print name and title

II. Condition to Funding

If, for any reason: (i) the required documentation is not returned by December 24, 2016, is incomplete, or has unresolved issues relating hereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety. **Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.**

All documentation should be returned to:

KS StateBank
2627 KFB Plaza STE 202E
Manhattan, Kansas 66503
GOVERNMENT OBLIGATION CONTRACT

Obligor
City of Rolla, Missouri
901 North Elm Street
Rolla, Missouri 65401

Obligee
KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of November 1, 2016

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Terms" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Payment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligee's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Payment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract.

The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees as so to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.

(f) Obligor has never non-assigned funds under a contract similar to this Contract.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant financial information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(k) Obligor formally and explicitly agrees to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonable believes that money can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein. Obligor has not and will not, during the Contract Term, create, permit, incur or assume any liens, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligor and Obligee mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement). This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the authorized individual(s) who signed the Signature Card, Exhibit D. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

[Signature]

[Date]
Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any Contract Payment received after the due date for the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment thereafter. Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTELY AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 4.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-propriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-propriation

Section 4.01 Non-Protection. If insufficient funds are available in Obligor’s budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-propriate the funds to pay the Contract Payments for the next Renewal Term. Such non-propriation shall be evidenced by a passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-propriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligee of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed is in such condition as is set forth in the Exhibit P at the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective, but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor’s failure to take such actions as required. Obligor shall immediately notify Obligee as soon as the determination is made. If such non-propriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 4.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-propriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor must make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documentation as such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligee or Obligor’s assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Insufficiency of Proceeds. If any insurer does not perform or comply with the requirements of this Section, Obligor shall assume the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor’s property or the property of others. Obligor hereby waives, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor, which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney’s fees) of whatever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arise out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-propriates under Section 4.01 or in the event Obligor defaults under Section 5.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee. Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and shall remain personal property and will not be considered a fixture even if attached to real property.
VII. Assignment
Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignee shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligee shall keep a complete and accurate record of all such assignments.

VIII. Maintenance of Equipment
Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligee shall be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or agents. Obligor shall pay on demand from Obligee any and all taxes, fees, fines, penalties and any and all other amounts assessed by any government or taxing authority and incurred for services and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining title to the Equipment from any titleholder(s). Obligor shall not remove any of the Equipment from the premises except as permitted in writing by Obligee. Obligor shall not remove any part of the Equipment from the premises except as permitted in writing by Obligee. Obligor shall not assign or sell the Equipment to any of its assignees, sub-assignees, or any other party without the written consent of Obligee.

IX. Default
Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:
(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due as set forth in the Payment Date listed on Exhibit B.

IX. Remedies on Default
When any Event of Default occurs, Obligee shall have the right to take one or more of the following remedial steps:
(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to repossess any of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for rescission. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligee will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
(c) Obligee may immediately seize at law or in equity any mortgage or lien created by Obligee to secure the Equipment.

X. Vendor Payable Account
Section 10.01. Establishment of Vendor Payable Account. On the date that the Obligee executes this Contract, which is on or after the date that the Obligee executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligor selects that is acceptable to Obligee (including Obligor or any of its affiliates) and (ii) deposit an amount equal to the Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligee hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account for the terms set forth in Exhibit C attached hereto. Obligee shall use such account to hold all of the Equipment's purchases on behalf of Obligee. Obligee agrees to fund the account in the amount of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached hereto, and shall not remove the Equipment from the Vendor Payable Account at any time except for the payment of the Purchase Price or for a transfer of such account. Each item of Equipment as it is delivered to Obligee shall be paid for using the Vendor Payable Account. Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligator. The authorized individual or individuals designated by the Obligor must sign the Signature Card which shall be kept in the possession of the Obligee.

Section 10.02 Down Payments. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds in a bank approved by Obligee, or (2) deposit all the down payment funds in a bank approved by Obligee, and Obligee shall disburse the above funds directly to the manufacturer or any other party. If Obligee discovers that the amount of any of the payment requests exceeds the amount of funds available in the Vendor Payable Account, Obligee shall not pay any of the additional funds to the manufacturer until the amount of the payment requests has been reduced to an amount not exceeding the amount of funds available in the Vendor Payable Account.
Section 10.03. Disagreement upon Non-Acceptance or Default. If an event of non-acceptance or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04. Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05. Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02. Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assigns unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee’s satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03. Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04. Amendments. Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06. Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07. Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee.

Section 11.08. Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligee in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Section 11.09. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the “Code”), the Obligee hereby designates the Contract as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligee hereby represents that the Obligee will not designate more than $10,000,000 of obligations issued by the Obligee in the calendar year during which the Contract is executed and delivered as such “qualified tax-exempt obligations”. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligee hereby represents that the Obligee (including all subordinate entities of the Obligee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code) in an amount greater than $10,000,000.

Section 11.10. Acceptance of Obligation to Commence Contract Payments Under Exhibit B. By signing and attesting directly below, Obligor hereby warrants and certifies that: The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract. Obligor acknowledges that Obligor has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the “Purchase Price”) for the Equipment so identified in such Exhibit A. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Section 11.11. Obilgor further warrants and certifies that: Obligor’s obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract; immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor’s final acceptance of the Equipment by delivering to Obligee the Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached to the Contract, in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-acceptance or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract; regardless of whether Obligee delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Section 11.12. Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor’s behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of Rolla, Missouri

Signature

Printed Name and Title

City of Rolla, Missouri
Attested By Authorized Individual:

Signature

Printed Name and Title

KS StateBank

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title
EXHIBIT A
DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of November 1, 2016, between KS StateBank (Obligee) and City of Rolla, Missouri (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Five (5) Treadmills, Two (2) Ascent Ellipticals, Two (2) Ellipticals, Two (2) Recumbent Bikes, Two (2) Upright Bikes, One (1) Hybrid 7xi Bike, Two (2) Climbmills, One (1) Krankcycle and One (1) Performance Trainer

Physical Address of Equipment after Delivery:

VII. C. 8.
**EXHIBIT B**

**PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of November 1, 2016, between KS StateBank (Oblige) and City of Rolla, Missouri (Obligor)

<table>
<thead>
<tr>
<th>Pmt No.</th>
<th>Due Date</th>
<th>Contract Payment</th>
<th>Applied to Interest</th>
<th>Applied to Principal</th>
<th>*Purchase Option Price</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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<td>$5,540.41</td>
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<td>$0.00</td>
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</tbody>
</table>

**City of Rolla, Missouri**

**Signature**

**Printed Name and Title**

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

**Source of Funds:** General Fund

VII. C.9.
EXHIBIT C
PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of November 1, 2016, between KS StateBank (Oblige) and City of Rolla, Missouri (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is $________________ and this amount is consistent with the Contract between Obligor and Vendor.

2. Payment is to be made to: Payee: ____________________________

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the Vendor, (2) copy of the Contract between Obligor and Vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSQ/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.

4. No amount listed in this exhibit was included in any such exhibit previously submitted.

5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.

6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor’s specifications and accepted for all purposes.

7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.

8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.

9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

kbellinder@ksstate.bank

or Fax: (785) 587-4016

Please call (877) 584-4054 if you have any questions.

City of Rolla, Missouri

Signature

Printed Name and Title

[Signature]

[Printed Name and Title]
EXHIBIT D
SIGNATURE CARD

RE: Government Obligation Contract dated as of November 1, 2016, between KS StateBank (Obligee) and City of Rolla, Missouri (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from City of Rolla, Missouri.

City of Rolla, Missouri

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title
EXHIBIT E
OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of November 1, 2016, between KS StateBank (Obligee) and City of Rolla, Missouri (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: 
Phone: 
Contact Person: 
Equipment: 
Cost of Equipment: 

Vendor Name: 
Phone: 
Contact Person: 
Equipment: 
Cost of Equipment: 

Vendor Name: 
Phone: 
Contact Person: 
Equipment: 
Cost of Equipment: 

Vendor Name: 
Phone: 
Contact Person: 
Equipment: 
Cost of Equipment: 

Vendor Name: 
Phone: 
Contact Person: 
Equipment: 
Cost of Equipment: 

Obligor will immediately notify Obligee if any of the information listed above is changed.
INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

<table>
<thead>
<tr>
<th>Insured:</th>
<th>Certificate Holder:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Rolla, Missouri</td>
<td>KS StateBank</td>
</tr>
<tr>
<td>901 North Elm Street</td>
<td>1010 Westloop, P.O. Box 69</td>
</tr>
<tr>
<td>Rolla, Missouri 65401</td>
<td>Manhattan, Kansas 66505-0069</td>
</tr>
</tbody>
</table>

1. Equipment Description
   - Five (5) Treadmills, Two (2) Ascent Ellipticals, Two (2) Ellipticals, Two (2) Recumbent Bikes, Two (2) Upright Bikes, One (1) Hybrid 7xi Bike, Two (2) Climbills, One (1) Krankcycle and One (1) Performance Trainer
   - Please include all applicable VIN’s, serial numbers, etc.

2. Deductible
   - The deductible amounts on the insurance policy should not exceed $10,000.00.

3. Physical Damage
   - All risk coverage to guarantee proceeds of at least $93,951.00.

4. Liability
   - Minimum Combined Single Limit of $1,000,000.00 on bodily injury and property damage.

5. Additional Insured and Loss Payee
   - KS StateBank AOIA (and/or its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Fax: (785) 587-4016
or
Email: kbellinder@ksstate.bank

Please complete the information below and return this form along with the Contract.

City of Rolla, Missouri

Insurance Company: ______________________________

Agent’s Name: ______________________________

Telephone #: ______________________________

Fax #: ______________________________

Address: ______________________________

City, State Zip: ______________________________

Email: ______________________________

As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Payment Amount</th>
<th>Frequency of Payments</th>
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<tbody>
<tr>
<td>3350672</td>
<td>$2,778.76</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Beginning</th>
<th>Day of Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month</td>
<td>1st</td>
</tr>
<tr>
<td>Year</td>
<td></td>
</tr>
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</table>

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

<table>
<thead>
<tr>
<th>Financial Institution Name</th>
<th>Branch</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<th>Checking</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

<table>
<thead>
<tr>
<th>Obligor Name on Contract</th>
<th>Printed Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
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<table>
<thead>
<tr>
<th>City of Rolla, Missouri</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature

Tax ID Number

43-6003049

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.
INVOICE

BILL TO:
CITY OF ROLLA, MISSOURI
ATTN: ACCOUNTS PAYABLE
901 NORTH ELM STREET
ROLLA, MISSOURI 65401

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 584-4054

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
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<th>PAYMENT DUE DATE</th>
<th>TOTAL AMOUNT DUE</th>
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<td>$2,778.76</td>
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<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<td>GOVERNMENT OBLIGATION CONTRACT DATED AS OF NOVEMBER 1, 2016</td>
<td>PAYMENT AMOUNT: $2,778.76</td>
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<tr>
<td>FIVE (5) TREADMILLS, TWO (2) ASCENT ELLIPTICALS, TWO (2) ELLIPTICALS, TWO (2) RECUMBENT BIKES, TWO (2) UPRIGHT BIKES, ONE (1) HYBRID 7XI BIKE, TWO (2) CLIMBMILLS, ONE (1) KRANKCYCLE AND ONE (1) PERFORMANCE TRAINER</td>
<td>$2,778.76</td>
</tr>
</tbody>
</table>

*Additional interest will be assessed on any payment received after the due date.*
INVOICE

DATE SENT: 10-28-2016

BILL TO:
CITY OF ROLLA, MISSOURI
ATTN: ACCOUNTS PAYABLE
901 NORTH ELM STREET
ROLLA, MISSOURI 65401

REMIT TO:
KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 584-4054

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>PAYMENT DATE</th>
<th>PAYMENT DUE DATE</th>
<th>TOTAL AMOUNT DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>3350672</td>
<td>01-01-2017</td>
<td>01-01-2017</td>
<td>$2,778.76</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>GOVERNMENT OBLIGATION CONTRACT DATED AS OF NOVEMBER 1, 2016</td>
<td>$2,778.76</td>
</tr>
</tbody>
</table>

FIVE (5) TREADMILLS, TWO (2) ASCENT ELLIPTICALS, TWO (2) ELLIPTICALS, TWO (2) RECUMBENT BIKES, TWO (2) UPRIGHT BIKES, ONE (1) HYBRID 7XI BIKE, TWO (2) CLIMBMILLS, ONE (1) KRANKCYCLE AND ONE (1) PERFORMANCE TRAINER

Additional interest will be assessed on any payment received after the due date.
The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: http://www.irs.gov/app/picklist/list/formsinstructions.html, or contact your local IRS office.
Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales

Form 8038-GC

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is $100,000 or more, use Form 8038-G.

Part I Reporting Authority

1. Issuer's name
City of Rolla, Missouri

2. Issuer's employer identification number (EIN)
43 | 6003049

3. Number and street (or P.O. box if mail is not delivered to street address)
901 North Elm Street

4. City, town, or post office. state and ZIP code
Rolla, Missouri 65401

5. Report number (For IRS Use Only)

6. Name and title of officer or other employee issuer or designated contact person whom the IRS may call for more information
Ms. Stefanie Rogers, Financial Director
(573) 426-6980

Part II Description of Obligations

Check one: a single issue ✓ or a consolidated return □.

8a. Issue price of obligation(s) (see instructions)
8a | 95,595 | 14

8b. Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)
11/01/2016

9. Amount of the reported obligation(s) on line 8a that is:
a. For leases for vehicles
9a
(b) For leases for office equipment
9b
(c) For leases for real property
9c
(d) For leases for other (see instructions)
9d | 95,595 | 14
(e) For bank loans for vehicles
9e
(f) For bank loans for office equipment
9f
(g) For bank loans for real property
9g
(h) For bank loans for other (see instructions)
9h
(i) Used to refund prior issue(s)
9i
(j) Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)
9j
(k) Other
9k

10. If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box □

11. If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) □

12. Vendor’s or bank’s name: KS StateBank

13. Vendor’s or bank’s employer identification number: 48 | 0760380

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief they are true, correct, and complete. I further declare that I consent to the IRS’s disclosure of the issuer’s return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer’s authorized representative

Date
10/28/2016

Type or print name and title

Paid Preparer Use Only

Preparer’s signature
H. Evan Howe

Preparer’s name
Baystone Financial LLC

Firm’s Name
12980 Metcalf, Suite 310, Overland Park, KS 66213

Firm’s Address
Firm’s EIN
48-1223987

Phone no
(800) 752-3562

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

What’s New
The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form
Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Cat. No. 6410BB

Form 8038-GC (Rev. 1-2012)
CITY OF ROLLA

CITY COUNCIL AGENDA

Department Head: John Petersen

Item/Subject: Bids for Inspector Truck

Action Required: Motion

Date: November 7, 2016

Commentary:

Only one bid was received prior to deadline and was publicly opened at 11:05 am. Wednesday October 26th. The single bid was received from Hutcheson Ford for one (1) new, 2017 model year, ½ ton, full size, four wheel drive, pickup. Bid requests were sent to all local vendors. We received two additional bids after the deadline from Sakelaris Ford of Rolla, and Joe Machens Ford of Jefferson City.

<table>
<thead>
<tr>
<th></th>
<th>Ford Model</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hutcheson Ford</td>
<td>F150</td>
<td>$24,418</td>
</tr>
<tr>
<td>Joe Machens Ford</td>
<td>F150</td>
<td>$25,118</td>
</tr>
<tr>
<td>Sakelaris Ford</td>
<td>F150</td>
<td>$25,029</td>
</tr>
</tbody>
</table>

Recommendation:

It is staff recommendation that council award the bid to Hutcheson Ford for a total cost of $24,418.00

ITEM NO. VII 1
Al West Chrysler
705 Highway 63 South
Rolla MO 65401
Phone: 364-1233
FAX: 364-3253 - Attention: Sales Manager

Sakelaris
625 West 7th Street
Rolla MO 65401
Phone: 364-1211
FAX: 341-2168

Fairground Chevrolet
P.O. Box 899
100 Fairground Road
Rolla MO 65402
Ph: 364-1002
FAX: 364-0874

Hutcheson Ford Sales Inc
Attn: Mike Tucker
308 North Outer Road
St James MO 65559
Phone: 573-265-7015
FAX: 573-265-5562

Lowe Chevrolet Buick
P.O. Box 557
Waynesville MO 65583
Phone: 800-769-3474
FAX: 573-774-5669

Sellers-Sexton
P.O.Box 1030
St. Robert, MO 65584
Phone: 573-336-2000
FAX: 573-336-2154

Kingdom Kia
2600 North Bishop Ave
Rolla, MO 65401
Phone: 426-3100
FAX: 426-5371
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan                  ACTION REQUESTED: Motion

ITEM/SUBJECT: Tactical Vests

BUDGET APPROPRIATION (IF APPLICABLE): $ N/A                      DATE: November 7, 2016

Commentary:

Bids were received and opened at 11:00 A.M. on October 5, 2016 for the purchase of fifteen (15) tactical bullet proof vests for our police SWAT team. While this purchase will be covered by the drug forfeiture fund, the bid process was conducted in compliance with the City of Rolla purchasing manual.

We received the following qualifying bids:

First Spear LLC       $27,649.20
Leon Uniform Co       $34,925.00
TYR Tactical LLC      $37,333.45

Recommendation:

It is staff recommendation to award the bid to First Spear LLC.