Rolla City Council Meeting  
Monday, November 21, 2016  
901 North Elm Street  
City Hall Council Chambers  
6:30 P.M.

COUNCIL PRAYER  
Ministerial Alliance

PLEDGE OF ALLEGIANCE  
Councilman Jonathan Hines

I. PUBLIC HEARINGS  
A) Ordinance Rezoning 105 & 107 N. Park Street from C-O (Office District) & C-1  
(Neighborhood Business District) to C-2 (General Retail District) (McDonald) –  
Community Development Director John Petersen – First Reading

II. SPECIAL PRESENTATIONS  
A) Rolla Municipal Utilities (RMU) FY 2016 Fourth Quarter Report –  
RMU General Manager Rodney Bourne

III. OLD BUSINESS  
A) Ordinance Approving the Final Plat of Wands Third Addition (Wands Third) –  
(Community Development Director John Petersen) - Final Reading  
B) Ordinance Authorizing the Mayor to Execute an Agreement with HDR Engineering for  
WWTF Preliminary Engineering Report -  
(Public Works Director Steve Hargis) – Final Reading  
C) Ordinance Authorizing the Mayor to Execute an Agreement with HNTB for the Highway 72  
Extension – (Public Works Director Steve Hargis) – Final Reading

IV. NEW BUSINESS  
A) Ordinance Authorizing the Mayor to Enter into a Contract with Investment Reality, Inc.,  
for the Route 72/Ridgeview Road Extension Buyer’s Exclusive Agency Contract –  
(Public Works Director Steve Hargis) – First Reading  
B) Motion Authorizing the Closing of Certain Streets during the Christmas Parade and  
Christkindl Market – (Public Works Director Steve Hargis) – Motion
C) Motion that the City “Take No Action” and Remain Part of the Class Action Suit on  
TracFone Wireless – (Finance Director Steffanie Rogers) – Motion
D) Motion Authorizing the TDD Election – (City Administrator John Butz) - Motion
V. CLAIMS and/or FISCAL TRANSACTIONS
   None.

VI. MAYOR/CITY COUNCIL COMMENTS
   A) Motion Reappointing Mr. William S. Jenks, III to the RREC (Rolla Regional Economic
   Commission) Board of Directors (Dec. 2019) - Motion

VII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

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

X. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development ACTION REQUESTED: First Reading

ITEM/SUBJECT: Request to Rezone Real Estate located at 107 and 105 North Park Street from CO (Office District) zoning and C-1 (Neighborhood Business District) zoning to C-2 (General Retail District) zoning:

(McDonald)

DATE: 11-21-2016

GENERAL INFORMATION:

CASE #: 10-11-2016

APPLICANT/STATUS OF APPLICANT: The subject property is owned by Timothy C. McDonald and Tasha Mc. Donald. The owners reside at 1013 Benjamin Blvd. in St. James, Missouri 65559. The property is subject to the terms and conditions as specified in the attached Application for Rezoning of Real Estate and the General Warranty Deed reflecting ownership of said property and signed on behalf of the applicant. Email address: Sgtmac_46@msn.com Phone: (417) 413-364-0429.

CURRENT ZONING/LAND USE: The subject property has a combination of CO (Office District) zoning and C-1 (Neighborhood Business District) zoning. The applicants/owners are requesting a rezoning for C-2 (General Business District) zoning. CO and C-1 zoning development is intended for commercial/office businesses that provide convenience goods and personal services primarily to people residing in adjacent residential neighborhoods. C-2 land uses are intended to provide community-wide personal and business services. Moderate size commercial buildings and specialty shops are also common. C-2 general retail district businesses depend upon high traffic visibility and otherwise cater to the traveling public/motorists. C-2 zoning permits more flexibility in development, which is why the applicants requested C-2.

Lots 105 and 107 North Park Street consist of a total 8,276 sq. ft. (.19 acre). The site contains one 1,150 sq. ft. office commercial buildings. C-2 zoning does not require mandatory open space zoning (25%), but does not limit building/lot coverage to 40% (3,310 sq. ft.). The highest and best use of this property is office/commercial based on the adjoining development pattern.

LOCATION OF RE-ZONING: The Mc Donald building is located south of the Phelps County Courthouse. The Assessor’s Account Number (7765 and 7764) for these two lots can also be used to identify the exact position of a given property. See the attached map and legal description.

SURROUNDING ZONING/LAND USE:

North --- / Courthouse – public use.
South --- C-1 / Residential

I. A. I.
East --- C-2 / Public Parking Lot
West --- C-1/ Residential

PROJECT DESCRIPTION: The applicant has stated his intent to expand the existing building located at 105 North Park. To accomplish this goal under current zoning law, as found in Rolla's Planning and Zoning Code, no side yard setback is required, although front and rear yard setback of only 10 feet would be required.

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

1. Neighborhood character/impact: The proposed project will not negatively impact the character of the surrounding area. The predominant zoning in the area is C-1, but the actual land use is mostly residential – a land use not permitted in C-1. This type of zoning is typical for older neighborhood in transition to business use representing legal non-conforming uses.

2. Consistency with the Rolla 2020 Comprehensive Plan Update: The Future Land Use Map found in the Rolla 2020 Comprehensive Plan Update adopted by City Council in 2006 shows the subject property as being suitable for retail or commercial use.

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

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

4. Impact on Streets and Parking: The proposed development will generate additional vehicular traffic volume, but none that cannot be accommodated. The owner will be required to provide off-street parking spaces of sufficient number to meet all planning needs for visitors/employees. Traffic flow around the courthouse is high at times. The existing office will require at least 6 off-street parking spaces which can be accommodated with existing capacity on site.

5. Physical Characteristics: The subject property drains mostly to the south. No part of the property proposed for re-zoning is located within an identified 100 year flood plain. Due to the size of development the developer will be required to provide storm water improvement plan and an erosion control/sediment plan that would apply during construction.
6. **Suitable for Re-Zoning:** The subject property as described in this report is suitable for rezoning as proposed office and commercial uses.

**PUBLIC COMMENT/ISSUES:** The proposed rezoning was advertised in the RDN on October 22/23, 2016. Notice was sent to adjoining property owners within 185'. A public hearing was scheduled and held before the Planning and Zoning Commission on November 8, 2016. At this hearing, the Planning and Zoning Commission voted unanimously to recommend this re-zoning to City Council at their November 21, 2016 hearing.

**ACTION REQUIRED:** Planning and Zoning Commission voted unanimously to recommend this rezoning, with or without conditions, or to oppose the rezoning overall.

**ATTACHMENTS:**

- Zoning request from applicant
- Zoning map
- Affidavit of publication
Request to Rezone Real Estate located at 105 & 107 North Park Street from C-O (Office District) Zoning and C-1 (Neighborhood Business District) Zoning to C-2 (General Retail District) Zoning (MCDONALD)

Zoning Classification

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

Submit to:
Community Development Department
PO Box 979 901 North Elm St
Rolla, MO 65402  Rolla, MO 65401
Phone: 573-364-5333  Fax: 573-426-6978

Applicant's Name: Timothy C. McDonald
Address: 1013 Benjamin Blvd, St. James, MO 65555-7
Phone Number: 417-473-0429
E-mail address: Sgtmac at msn.com
Address of subject property: 105 & 107 N. Park St.

The undersigned hereby state they are the legal owner(s) or have a financial or contractual interest in the real estate described herein (legal description must be printed below or attached as an exhibit): All of Lots 105, 106 and 107 of the Original Town of Rolla

Current zoning is: C1 & C0 Proposed zoning is: C2
Current land use is: Commercial/Vacant Proposed land use is: Commercial

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

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

Timothy C. McDonald
Type or print name

Tasha McDonald
Type or print name

Subscribed and sworn before me this 12th day of December in the year 2010.

KAYLA WILLIAMS
Notary Public - Notary Seal
State of Missouri, Phelps County
Commission # 12293705
My Commission Expires Jan 17, 2020

In Equal Opportunity Employer
Notice of Public Hearing

A public hearing will be held by the Rolla Planning and Zoning Commission on Tuesday, October 8, 2016 at 5:30 pm in the Rolla City Council Chambers/City Hall, 901 N. Elm Street and by the Rolla City Council on Monday, November 21, 2016 at 6:30 pm in the Rolla Council Chambers at Rolla City Hall. The hearings will be held to consider rezoning Lots 105 and 107 North Park Streets from CO (Office District) zoning and C-1 (Neighborhood Business District) zoning to C-2 (General Retail District) zoning. At the public hearing(s) any person may present evidence regarding the proposed rezoning. Any objections to the request should be filed with the Rolla Community Development Department. For more information, please call 573-426-6970.

AFFIDAVIT OF PUBLICATION
STATE OF MISSOURI
SS

County of Phelps

I, John Buckner, being duly sworn according to law, state that I am the Editor of the Rolla Daily News, a daily newspaper of general circulation in the County of Phelps, State of Missouri, that said newspaper is a newspaper of general circulation in said county, and has been admitted to the post office as second class matter in the city of publication, that has been published regularly and consecutively for a period of three years next prior to the publication of the first advertisement herein mentioned; that is has a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription for a period of time; that the advertisement, a copy of which is attached hereto, was published in said newspaper in issues published on and bearing the following dates and numbers:

2nd pub. Vol 142 , No. ___________ 2016
3rd pub. Vol 142 , No. ___________ 2016
4th pub. Vol 142 , No. ___________ 2016
5th pub. Vol 142 , No. ___________ 2016

Affiant further states that said newspaper in which such notice was published complies with the provisions of Sec. 493.050, Revised Statutes of Missouri 1969.

John Buckner, Editor
Subscribed and sworn to before me this 22nd day of October, 2016

My commission expires 5-22-18

Melissa D. Pence
Notary Public
Publication Fee $ 02.50
ORDINANCE NO. __________

AN ORDINANCE APPROVING THE REZONING OF TWO LOTS TOTALING .19 ACRES (8,276 SQ. FT.) FROM C-O (OFFICE DISTRICT) ZONING AND C-1 (NEIGHBORHOOD BUSINESS DISTRICT) ZONING TO C-2 (GENERAL RETAIL DISTRICT) ZONING. (McDONALD).

WHEREAS, an application was duly filed with the Community Development Department on October 12, 2016 requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

WHEREAS, a public notice was duly published on October 22, 2016 in the Rolla Daily News for this rezoning according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, in the City of Rolla, Missouri, and

WHEREAS, the City of Rolla Planning and Zoning Commission met on November 8, 2016 at 5:30 p.m. The Planning and Zoning Commission recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the Rolla City Council, during its November 21, 2016 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

Section 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts, and a zoning map in accordance with the comprehensive plan, is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri from C-1 (Neighborhood Business District) zoning and C-O (Office District) zoning to C-2 (General Retail District) zoning described as follows:

Lots 105 and 107 North Park Street situated in the County of Phelps, in the State of Missouri, (aka 105 North Park Street).

The south four (4) feet of Lot 1 (1) and north twenty-seven (27) feet of Lot two (2) Block sixteen (16), Original Town of Rolla, Missouri (aka 107 North Park Street).

The south thirty (30) feet of Lot Two (2) and north ten (10) feet of Lot 3, Block 16 of the Original Town of Rolla, Missouri.
Section 2: Special plat restriction and restriction covenant as to the issuance of building or construction permits: The undersigned owners of the tract of land herein platted does hereby impose upon said property and does hereby make the following restrictive covenant: No construction may be commenced upon the above described property until all necessary building and construction permits have been issued by the City of Rolla, Missouri and that it is understood that no such permits shall be issued for any lots herein platted until the completion of all public improvements appertaining to such lots or until a cash bond equal to the reasonable costs of completing such public improvements has been received and approved by the City of Rolla, Missouri.

Section 3: The property owner and/or tenant shall maintain no less than six designated parking spaces to serve the businesses located at 105 and 107 North Park Street.

Section 4: The storage, display, or sale of merchandise outdoors shall not be permitted.

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


APPROVED:

________________________
Mayor

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Counselor
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A STATEMENT BY THE
BOARD OF PUBLIC WORKS

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

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

The Board has three primary obligations:
1. To give the best possible service to the
Citizens of Rolla.
2. To accumulate funds for the payment
of the indebtedness, (Bond Issue and Revenue
Certificates).
3. To build up reserve funds for any
emergency and for replacement of machinery
and equipment.

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

Beginning immediately, $1000.00 per month from
the profits will be paid to the General Fund of the
City of Rolla, which is to replace the Franchise Tax
formerly paid by the Missouri General Utilities.
No merchandise will be sold in competition with
local merchants.
No repair service will be maintained in competi-
tion with local Electric Service men.

Next Monday, November 12th, our offices will
open in our new building, formerly the Negro U. S. O
Building, 102 W. 9th Street. All business will be
transacted from this location after that date. The
Rolla Free Public Library will occupy the second
floor, and the State Board of Health and the County
Agent the basement of this building. These quarters
are furnished to the above organizations without cost
as a public service of the Rolla Municipal Utilities.

Rolla Board of Public Works

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

OPERATING INCOME and EXPENSES

<table>
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<th>4th Quarter FYTD 2015</th>
<th>4th Quarter FYTD 2016</th>
<th>CHANGE</th>
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<tbody>
<tr>
<td>OPERATING REVENUES</td>
<td>$30,802,733</td>
<td>$30,286,681</td>
<td>($516,052)</td>
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<tr>
<td>OPERATING EXPENSES</td>
<td>$30,554,668</td>
<td>$29,805,547</td>
<td>($749,121)</td>
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<tr>
<td>OPERATING INCOME</td>
<td>$248,065</td>
<td>$480,834</td>
<td>$232,769</td>
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<td>OTHER INCOME &amp; EXP.</td>
<td>$586,917</td>
<td>$1,723,101</td>
<td>$1,136,184</td>
</tr>
<tr>
<td>NET INCOME</td>
<td>$834,982</td>
<td>$2,203,935</td>
<td>$1,368,953</td>
</tr>
</tbody>
</table>

Upon completion of the fourth quarter of FY 2016, Operating Revenues are down $516,052 as compared to last year. Operating Expenses are down $749,121 for the same period resulting in an Operating Income of $480,834, which is up $232,769. When combined with miscellaneous income and expenses, RMU experienced a Net Income of $2,203,935, which is up $1,368,853 as compared to the fourth quarter of FY2015.
STATUS OF PENDING PROJECTS

ELECTRIC DEPARTMENT

- ELECTRICAL EXTENSIONS/UPGRADES

- Rolla High School; 504 East 10th Street (new addition) - 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.
- Tau Kappa Epsilon; #3 Fraternity Drive (new building) - New installation, two (2) poles and three-phase 12kV overhead distribution system. Started, August 2, 2016. Completed, August 15, 2016.
- North Bishop Avenue - Pine Street to Oak Street - Three-phase overhead distribution system extension. (7 poles for distance of approximately 800 ft) Started, October 13, 2016. Ongoing.
WATER DEPARTMENT

• WATER MAIN INSTALLATION
  o 16th and Pine Streets to 18th and Elm Streets - Replaced existing 4" cast iron with 8" PVC. Started, June 13, 2016. Completed, July 21, 2016.
  o 6th Street from Kingshighway to Pine Street - Replace existing 6" cast iron with 12" PVC. Started, August 15, 2016. Ongoing.
  o Hy Point West; V Highway - Water main extension with 12" PVC. Started, August 16, 2016. Ongoing.
  o Elm Street from Bishop Avenue to dead-end - Relocated existing 4" and 6" cast iron main with 8" PVC. Started, August 20, 2016. Completed, October 7, 2016.

• (6) WATER TAPS
• (27) HYDRANTS
MISCELLANEOUS

- **TRANSFORMERS:**
  - RMU Substation Transformers - Transformer oil testing and analysis by United Power Services, Inc. On site September 21, 2016. Results pending.

- **TRAINING:**
  - Missouri Department of Natural Resources "Drinking Water Treatment and Distribution" held June 30, 2016 in Rolla, MO. Two RMU employees attended.
  - Surevalent Technology System Training Level 1 held August 15-19, 2016 in St. Louis, MO. Two RMU employees attended.
  - MPUA Apprentice Lineman Training held September 13-15, 2016 in Kansas City, MO. Two RMU employees attended.
  - MPUA Broadband Taskforce held October 5, 2016 in Jefferson City, MO. One RMU employee attended.

- **MISCELLANEOUS:**
  - Street repairs for RMU water projects - Fox Creek, Old English Road, Whitehall and Brighton Court - 20,768 square feet of street repairs totaling $48,543.
  - Street repairs for RMU water projects - Maxwell, Lanning Lane - 3,399 square feet totaling $10,400.78.
  - Street repairs from RMU water leaks - 4,643 square feet totaling $11,699.35.
  - Street repairs for RMU water projects - 9th and 10th Street, Pine Street - 18,200.63 square feet totaling $45,501.58.

- **PERSONNEL**
  - New employee hired as Laborer I, started, September 27, 2016.
  - Rolla Lions Club Dalstrom Award - Presented to a Lions Club member or an outstanding member of the community. The 2016 recipient was RMU employee Rusty MacCash.

- **PRESENTATIONS:**
  - August 23, 2016 during Rolla Board of Public Works monthly meeting - MIRMA's Kelly Beets presented RMU with a Loss Prevention Award. RMU was one of thirteen cities to receive 100% score in this safety program. This is the 14th consecutive year that RMU has received a 100% score.
October 2-8, 2016 was Public Power Week. RMU celebrated with their 1st Annual Public Power Celebration serving hot dogs, chips and drinks along with giveaways and a drawing. The drawing consisted of three lucky RMU customers receiving credits toward their utility bill.

- **MoPEP UPDATES**
  - The MoPEP Board voted to suspend funding of the Grant program. The funds have been coming from a 10% MoPEP collection as required by the Bond Covenants. The MoPEP Board is looking to allocate these funds to pay off power projects such as Solar farms.
  - All Power Plants have been running well throughout this summer. Discussions of landfill gas power plant expansion in Lamar, as the landfill grows.
  - Waynesville Solar Farm is on-line. A dedication ceremony was held August 18th.
  - Grain Belt Express ran into delays at MoPSC after failing to provide a required 60 day notice of intent to file to become a Missouri utility.
  - MoPEP has received information regarding additional wind farms being constructed in Missouri, Iowa and Illinois. MoPEP continues to explore western Kansas wind farms that would coincide with the Grain Belt Express project.

- **MPUA/MJMEUC UPDATES**
  - More reports are surfacing regarding the difficulty of US coal plants being unable to compete in the market primarily against natural gas facilities.
  - MC Power is actively trying to site new Solar Farms in MoPEP cities.
  - A declining load is becoming a reality for many cities. In Rolla, the meter count continues to grow but we are seeing a decline in kWh/meter and Tgal/meter. New construction, efficiency improvements and conservation are likely the reason for decline.
  - Cyber Security continues to be a topic of concern in the utility industry.
  - All IOU’s are currently seeking rate increases at MoPSC.
117 Municipal Utility Systems

Missouri Association of Municipal Utilities (MAMU) - Not For Profit Corp 501(c)(6) - 117 Cities

Missouri Joint Municipal Electric Utility Commission (MJMEUC) - A Body Corp. & Politic of the State of Missouri - 67 Cities

Municipal Gas Commission of Missouri (MGCM) - A Body Corp. & Politic of the State of Missouri - 11 Cities

MPWC - Missouri Public Water Council - 35 Cities

MoPEP - Missouri Public Energy Pool - 35 Cities

MMMPEP - Mid-Missouri Municipal Power Energy Pool - 12 Cities
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: Final Reading

ITEM/SUBJECT: 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)
DATE: 11-21-2016

GENERAL INFORMATION:

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. The City Council, at their November 7, 2016 meeting, conducted a first reading of the plat and ordinance. A final reading is scheduled for November 21, 2016.
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
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

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

BUDGET APPROPRIATION (IF APPLICABLE): $142,740
DATE: 11/21/16

COMMENTARY:

Council approved a professional services agreement with HDR Engineering, Inc. for Task Order #7 at the November 7, 2016 council meeting.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the agreement with HDR Engineering, Inc.
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 and 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

III 8.4.
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  HDR ENGINEERING, INC.
“OWNER”           “ENGINEER”

BY: ___________________________  BY: ___________________________

NAME: ___________________________  NAME: Joseph E. Drimmel

TITLE: ___________________________  TITLE: Vice President

ADDRESS: ___________________________  ADDRESS: 4435 Main St., Suite 1000
                                        Kansas City, MO 64111
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 COUNSELOR
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: HNTB
Westside Transportation Master Plan Agreement

BUDGET APPROPRIATION (IF APPLICABLE): $/00,000 DATE: 11/21/16

COMMENTARY:

Council approved a professional services agreement with HNTB for the Westside Transportation Master Plan Agreement at the November 7, 2016 council meeting.

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the agreement with HNTB.
AMENDMENT NO. 2

to

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:

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<tr>
<td>Revised Contract Total</td>
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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  HNTB CORPORATION
(Owner)  (HNTB)
Signature: ____________________________
Name: _______________________________
Title: _______________________________

Signature: ____________________________
Name: _______________________________
Title: _______________________________
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.

\[\text{III. C. 4}\]
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.
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
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

ITEM/SUBJECT: Buyer’s Exclusive Agency Contract

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 11/21/16

COMMENTARY:

City asked for and received qualification statements from licensed real estate broker firms desiring to provide professional land acquisition and relocation services for the Move Rolla Transportation Development District Improvements.

We received statements from:
    Investment Realty, Inc. - Rolla, MO
    O.R. Colan Associates - St. Charles, MO.

Staff is recommending Investment Realty, Inc. of Rolla, MO.

Attached is an ordinance authorizing the mayor to enter into a Buyer’s Exclusive Agency Contract with Investment Realty, Inc. to acquire properties for the proposed MO 72/Ridgeview Road Extension. The properties impacted and under consideration for purchase are listed by address as an attachment to the agreement.

The agent will be compensated at the closing of each parcel on an amount equal to three percent (3%) of the sale price.

Staff recommends approval of the ordinance.
Properties subject to possible right of way acquisitions:

805 Ridgeview Road
202 South Walker Street
807 Ridgeview Road
809 Ridgeview Road
202 Adrian Avenue
901 Ridgeview Road
903 Ridgeview Road
915 Ridgeview Road
1001 Ridgeview Road
1003 Ridgeview Road
1200 Lynwood Drive
1110 Lynwood Drive
1151 Lynwood Drive
1150 Lynwood Drive
103/105 Bryant Road
1201 Kingshighway
1203 Kingshighway
1207 Kingshighway
1211 Kingshighway
103 Bridge School Road
107 Bridge School Road
106 Bryant Road
108 Bryant Road
Missouri REALTORS

Buyer's Exclusive Agency Contract

This document has legal consequences. If you do not understand it, consult your attorney.

City of Rolla (whether one or more "Buyer"),

hereby appoints (Insert Brokerage Co. name)Investment Realty, Inc.

("REALTOR®") to act as the sole and exclusive agent for Buyer to advertise for, show and procure the following

types of real estate (check one [1] or more of the following): [ ] commercial [ ] residential [ ] rental [ ] farm or [X]

other (See attached addresses that are represented under this agreement) for acquisition by

Buyer, for the period beginning with the Effective Date of this Agency Contract and ending at 11:59 p.m. on the

30th day of November, 2017 (together with any written extension thereof, the "Agency Period").

As used in this Agency Contract, the terms "acquire" or "acquisition" shall include any purchase, option, exchange

or lease of property or an agreement to do so. Buyer acknowledges that the efforts and endeavors of

REALTOR® to procure such real estate, by expenditure of time and money, through advertising, co-brokers or

otherwise, shall constitute good and sufficient consideration for this Agency Contract. Buyer will refer all inquiries

and prospects Buyer may receive during the Agency Period, from any source, to REALTOR® to avoid the

possibility of confusion over agency relationship and misunderstandings about liability for compensation.

DISCLOSURE AUTHORIZATIONS. Buyer (check one)

Motivating Factors. [X] DOES [ ] DOES NOT permit REALTOR® to disclose the following motivating factors for

Buyer in purchasing or leasing property: Interest in purchasing property

CURRENT EXCLUSIVE REPRESENTATION AGREEMENT. Buyer (check one) IS [X] IS NOT

a party to an exclusive buyer's representation agreement. If Buyer is a party to an exclusive buyer's

representation agreement, such agreement ends (date)

REALTOR® COMPENSATION:

(1) Flat Fee: Buyer shall pay REALTOR® as partial compensation for services rendered hereunder an

amount equal to (insert dollar amount, or "N/A" if not applicable) $ [ ] (the "Flat Fee"). This Flat

Fee, together with any Additional Compensation due REALTOR® under this Agency Contract as set forth below,

are collectively referred herein as "Compensation". The Flat Fee is non-refundable and shall be due and

payable to REALTOR® on (check whichever applies):

[X] the Effective Date of this Agency Contract, regardless of whether or not a property is acquired by Buyer;

[ ] only if and on the same date that any Additional Compensation provided for below is payable; or

[ ] not applicable.

(2) Additional Compensation: Buyer shall pay REALTOR®, as "Additional Compensation" due

REALTOR® for services rendered hereunder, an amount equal to: (Complete one): Zero

Dollars ($ 0.00 ), or three percent ( 3.00 %) of the sale price, if, during the term of this

Agency Contract, Buyer enters into a contract to acquire any type of real estate described above, whether through

the services of REALTOR® or otherwise. Buyer understands that REALTOR® will endeavor to collect part or all

of this Additional Compensation due REALTOR® from the seller or listing broker, and Buyer hereby consents

thereto. If REALTOR® is able to do so, any amount paid to REALTOR® by the seller or listing broker shall be

credited against the Additional Compensation due REALTOR® under this Agency Contract and REALTOR® will

make full disclosure to Buyer. Failure by REALTOR® to collect part or all of any Additional Compensation due

REALTOR® from a seller or listing broker shall not relieve Buyer of Buyer's obligation to pay REALTOR® any

Compensation provided for herein. This Agency Contract shall also apply to any property presented or described

to Buyer by anyone during the Agency Period if a contract is entered into by Buyer within 60 days after

expiration of the Agency Period (the "Protection Period"); provided Buyer has received notice in writing,

including the name of the prospective sellers or property address, before or upon expiration of the Agency Period;

provided further however, that Buyer shall not be obligated to pay any Additional Compensation to REALTOR®

(or the Flat Fee if such amount is not payable unless a property is acquired by Buyer) if a new valid exclusive

buyer agency contract is entered into during the Protection Period with another licensed real estate broker, a

subject property is acquired during the Protection Period and the new broker representing Buyer is paid a

commission on the closing of that acquisition. It is understood and agreed that REALTOR®'s presentation of a

listing during the Agency Period shall constitute notice hereunder with respect to the property identified thereon.

Any obligation to pay REALTOR® Compensation under this Agency Contract shall survive the termination hereof.
Buyer authorizes REALTOR® or its representatives to cooperate with and offer compensation to other brokers acting pursuant to any brokerage relationship defined by Sections 339.710 to 339.860, RSMo., including but not limited to seller's agents and transaction brokers.

(3) Nonperformance or Termination: If a contract is not closed by reason of nonperformance by the seller or is terminated because of failure of a contingency or defect in an owner's title, REALTOR® shall retain the amount of any Flat Fee that is due and payable as of the Effective Date, but shall not receive any contingent Flat Fee or Additional Compensation agreed upon. Buyer agrees that Buyer's failure to close the contract for reasons other than set forth in this paragraph will not impair REALTOR®'s right to any Compensation.

CONSENT TO BROKERAGE RELATIONSHIPS:

A. Buyer's Limited Agency as Starting Point; Effect of In-House Sales. Pursuant to this Agency Contract, REALTOR® will initially be acting in the capacity of Buyer's limited agent, with the duties and obligations of a buyer's limited agent under Missouri law as set forth following the parties' signatures below. However, Buyer acknowledges that from time to time, a prospective seller may engage REALTOR® to act in one of several possible capacities with respect to that seller, depending on what brokerage relationships are permitted by REALTOR®'s company policy. The following subsections describe circumstances where Missouri law may permit or require a conversion of REALTOR®'s brokerage relationship with Buyer to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence as may be required by rule or regulation.

B. Conversion to Dual Agency Where REALTOR® Is Engaged by Seller to Act as Seller's Agent. If a prospective seller has engaged REALTOR® to act in the capacity of seller's agent, Missouri law permits REALTOR® to show the Property and otherwise represent the seller, as a dual agent representing both Buyer and the seller, with the written consent of all parties. In such case, REALTOR® may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below. Does Buyer consent to REALTOR® representing both a seller and Buyer as a dual agent? (Check one of the following): X Yes □ No □ Not applicable because dual agency is not offered by REALTOR®'s company policy.

C. Designated Agents for Seller and Buyer; Possible Conversion to Dual Agency or Transaction Brokerage. Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated agent(s), to represent Buyer as limited agent(s), to the exclusion of all other affiliated licensees. Does Buyer consent to REALTOR®'s appointment of designated agent(s)? (Check one of the following): □ Yes □ No X □ Not applicable because designated agency is not offered by REALTOR®'s company policy. An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not be considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated licensee(s) to represent Buyer to the exclusion of all other affiliated licensees of REALTOR®, however, any licensee who personally represents both Buyer and the seller in the same transaction shall be a dual agent or transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee representing or assisting one (1) side of the transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties' signatures below.

D. Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Seller to Act as Seller's Agent or Transaction Broker. If a prospective seller has engaged REALTOR® to act in the capacity of seller's agent or transaction broker, Missouri law permits REALTOR® to show the Property and otherwise assist the seller, as a transaction broker assisting both Buyer and the seller without an agency relationship to either of them, with the written consent of all parties. In such case, REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. Note: If REALTOR® wishes to convert to transaction brokerage but Buyer does not consent to such conversion, then REALTOR® may without liability withdraw from representing Buyer. Such withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other client in the transaction or limit REALTOR® from representing Buyer in another transaction not involving transaction brokerage. Does Buyer consent to REALTOR® assisting both Buyer and a seller as a transaction broker? (Check one of the following): X Yes □ No □ Not applicable because transaction brokerage is not offered by REALTOR®'s company policy.

E. Designated Transaction Broker for Seller and Buyer. Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated transaction broker(s), to assist Buyer without an agency relationship, to the exclusion of all other affiliated licensees.
Does Buyer consent to REALTOR®'s appointment of designated transaction broker(s)? (Check one of the following): ☐ Yes ☐ No ☒ Not applicable because designated transaction brokerage is not offered by REALTOR®'s company policy.

BUYER'S OBLIGATIONS TO REALTOR®:

Buyer agrees that Buyer shall:

(1) Exclusive Dealings: Work exclusively with REALTOR® during the Agency Period. Buyer will not communicate directly or indirectly with any seller of any real estate or seller's representative to whom REALTOR® has introduced Buyer or negotiated with for the purchase, option, exchange or lease of real estate on behalf of Buyer.

(2) Supply Information: Comply with the reasonable requests of REALTOR® to supply any financial or personal data needed to fulfill the terms of this Agency Contract.

(3) Availability: Be available during REALTOR®'s regular working hours to view properties.

(4) Consultation: Consult with REALTOR® before visiting any new or existing homes for sale, or contacting any other broker representing sellers, to avoid the possibility of confusion over the agency relationship and misunderstandings about liability for Compensation.

GENERAL CONDITIONS

Buyer and REALTOR® agree:

(1) Equal Opportunity: Properties shall be shown and made available to Buyer without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state and federal fair housing laws.

(2) Notice of Intended Sale: If a property has had construction work performed, the lien rights of persons who performed work or supplied materials are affected by the requirements of §429 RSMo. Failure by the property owner to post and record a timely "notice of intended sale" may affect lien rights and Buyer's ability to get mechanic's lien coverage in Buyer's title insurance policy.

(3) Legal and Professional Advice: REALTOR® suggests Buyer seek legal, tax and other professional advice relative to any real estate transaction. REALTOR® makes no representation or warranty respecting the advisability of any transaction, and is not an expert in matters relating to law, tax, financing, surveying, structural or mechanical conditions, hazardous materials, engineering or other specialized topics. Buyer is encouraged to seek expert help in such areas. REALTOR® will cooperate with experts selected and engaged by Buyer, but REALTOR® shall have no liability pertaining to such matters.

(4) Default/Remedies: If Buyer shall breach this Agency Contract or it becomes necessary for REALTOR® to retain an attorney to enforce any of the terms hereof, then without limiting any other right or remedy hereunder or otherwise available at law or in equity, REALTOR® shall be entitled to recover all costs and expenses of litigation incurred, including but not limited to court costs and reasonable attorney fees. The provisions of this Section shall survive the expiration or any earlier termination of this Agency Contract.

(5) Other Provisions:

This Agency Contract shall be binding upon the parties hereto, their heirs and personal representatives.

(6) Minimum Brokerage Services (§339.780.7 RSMo.): Buyer acknowledges having read the applicable "Duties and Obligations" on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Buyer or customers offers and counteroffers to buy, sell, or lease property that Buyer seeks to purchase or lease;

2. Assist Buyer or customers in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and

3. Answer Buyer or customer questions relating to the offers, counteroffers, notices, and contingencies.

(7) Signatures: This Agency Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agency Contract, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument. Buyer and REALTOR® expressly acknowledge and agree that changes to this Agency Contract may be made via the e-mail addresses set forth below (mark the e-mail address lines "N/A" or "Not Authorized" if not so authorized).
Exclusion Buyer's Agency Accepted

By signing below, Buyer indicates that Buyer has accepted this Agency Contract and acknowledges receipt of one (1) copy hereof.

Buyer also confirms receipt of a Missouri Real Estate Commission Broker Disclosure Form on or before signing this Agency Contract, or upon REALTOR®'s obtaining any personal or financial information from Buyer, whichever occurred first.

Buyer:

Print Name: City of Rolla

Email:

Date:

Buyer:

Print Name:

Email:

Date:

Buyer's Address:


The following is to be completed only if designated agency is permitted and authorized as set forth above.

REALTOR® hereby appoints the following affiliated licensee(s) as designated agent(s) to represent Buyer to the exclusion of all other affiliated licensees.

By: Designated Broker (or office manager/supervising broker)

Date:

Approved by legal counsel for use exclusively by members of the Missouri REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Agency Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Agency Contract be made. Last Revised 12/31/15.

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MSC-1080

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BUYER'S (OR TENANT'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.740, RSMo.)

1. A licensee representing a buyer or tenant as a buyer's or tenant's agent shall be a limited agent with the following duties and obligations:
   (A) To perform the terms of any written agreement made with the client;
   (B) To exercise reasonable skill and care for the client;
   (C) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
      (i) Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
      (ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
      (iii) Disclosing to the client adverse material facts actually known or that should have been known by the licensee; and
      (iv) Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee;
   (D) To account in a timely manner for all money and property received;
   (E) To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and
   (F) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

2. A licensee acting as a buyer's or tenant's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule, or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a licensee acting as a buyer's or tenant's agent for making any required or permitted disclosure.

3. A licensee acting as a buyer's or tenant's agent owes no duty or obligation to a customer, except that the licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A buyer's or tenant's agent owes no duty to conduct an independent investigation of the client's financial condition for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of statements made by the client or any independent inspector.

4. A buyer's or tenant's agent may show properties in which the client is interested to other prospective buyers or tenants without breaching any duty or obligation to the client. This section shall not be construed to prohibit a buyer's or tenant's agent from showing competing buyers or tenants the same property and from assisting competing buyers or tenants in attempting to purchase or lease a particular property.

5. A client may agree in writing with a buyer's or tenant's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting on the buyer's or tenant's behalf as a subagent shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this section.

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, RSMo.)

A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), R.S.Mo.

2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
   (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;
   (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;
   (C) What the motivating factors are for any client buying, selling, or leasing the property;
   (D) That a client will agree to financing terms other than those offered; and
   (E) The terms of any prior offers or counter offers made by any party.

3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure.
Reference

4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual agent.

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, RSMo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction broker.

2. A transaction broker shall have the following duties and obligations:

   (A) To perform the terms of any written or oral agreement made with any party to the transaction;

   (B) To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:

   (i) Presenting all written offers and counteroffers in a timely manner regardless of whether the property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered into by the party;

   (ii) Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;

   (iii) Accounting in a timely manner for all money and property received;

   (iv) To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;

   (v) Assisting the parties in complying with the terms and conditions of any contract;

   (vi) The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.

3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker:

   (A) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the property;

   (B) That a seller or landlord is willing to accept less than the asking price or lease rate for the property;

   (C) What the motivating factors are for any party buying, selling or leasing the property;

   (D) That a seller or buyer will agree to financing terms other than those offered;

   (E) Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest dealing.

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the parties.

5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial condition.

6. A transaction broker may do the following without breaching any obligation or responsibility:

   (A) Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;

   (B) List competing properties for sale or lease;

   (C) Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;

   (D) Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate transactions.

7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an entity.

8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency relationship.

9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are met.

10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's license.

11. A transaction broker shall:

   (A) Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and

   (B) Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and regulations.
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 INVESTMENT REALTY, INC. FOR THE ROUTE 72/RIDGEVIEW ROAD EXTENSION BUYER'S EXCLUSIVE AGENCY CONTRACT.

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 Investment Realty, Inc. for the Route 72/Ridgeview Road extension buyer's exclusive agency contract, a copy of said agreement being attached hereto and marked exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 5th DAY OF DECEMBER 2016.

APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion

ITEM/SUBJECT: Christmas Parade and Christkindl Market

BUDGET APPROPRIATION DATE: 11/21/2016

COMMENTARY:

The Rolla Area Chamber of Commerce will be hosting the Christmas Parade on Pine Street Saturday, December 3rd beginning at 10:00 a.m. In addition, the Rolla Area Sister City Association Sondershausen is requesting to close 7th Street between Rolla and Pine Street. They will be placing a tent in the street on Friday at 12:00 p.m. and keeping the street closed through Sunday at 12:00 p.m. Saturday the Sister City Association will be hosting the Christkindl Market on 7th Street in conjunction with the Christmas Parade and celebration.

Staff from the Rolla Police Department and Rolla Public Works will assist with street closings for both events.

Staff recommends approval.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Steffanie D. Rogers
Finance Director

ACTION REQUESTED: Motion

DATE: November 21, 2016

BUDGET APPROPRIATION: $ 0.00

SUBJECT: A Discussion on TracFone Wireless Class Action/Settlement

COMMENTARY:

On November 7, 2016, the City of Rolla received a notification informing the City of a pending class action settlement brought against TracFone Wireless by the Cities of Winchester and Maryland Heights, MO individually and as representatives of all Missouri cities. The cities included are cities which TracFone Wireless users have participated in credit card billings or cities which have adopted a code or ordinance that imposes a license tax on any person/company engaging in the business of supplying or furnishing telephone services. The City of Rolla is being included because of our telecommunication franchise ordinances and we are not currently an active plaintiff. If the settlement is awarded, the City will receive $36,806.23 for past taxes and approximately $3,946.76 each month.

Included in the agenda packet is a copy of the Notice. At this time no action is needed from Council unless the Council wishes to remove the City from the litigation or pursue directly, which neither are good options.

At this time, staff is requesting a discussion on the matter and recommending the City take no action and remain a part of this class action.
IN THE CIRCUIT COURT
OF ST. LOUIS COUNTY, MISSOURI

CITY OF MARYLAND HEIGHTS,
MISSOURI and CITY OF
WINCHESTER, MISSOURI,

On behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

TRACFONE WIRELESS, INC.,

Defendant.

No. 12SL-CC00648-01
Division No. 2

TO: CITY OF ROLLA
P.O. BOX 979
ROLLA, MO 65402

Mailed: November 2, 2016

NOTICE OF CLASS ACTION SETTLEMENT

This Notice explains the settlement of a class action lawsuit concerning business license
taxes that political subdivisions seek to impose on TracFone Wireless, Inc. (“Defendant” or
“TracFone”). The Settlement has been preliminarily approved by the Court and provides for
the payment of past taxes, accrued taxes and future taxes to Settlement Class Members.

PLEASE TAKE NOTICE THAT on January 30, 2017 in Division 2 of the Circuit
Court of the County of St. Louis, at 1:30 p.m., a hearing shall be conducted to determine
whether to grant final approval to the Settlement, consider any timely objections to the
Settlement, and rule on the Fee and Expense Application submitted by attorneys for the
Plaintiffs.

No payments of past, accrued or future taxes by Defendant will be made to
Settlement Class Members under the Settlement Agreement until after the Court’s approval
of the Settlement has become a Final Order and Judgment.

Read this notice carefully. You may be entitled to share in the Settlement
proceeds of this lawsuit. Your rights to a monetary award may be affected.
1. **What is this lawsuit about?**

A class action is pending in this Court. It is brought against TracFone by the Cities of Winchester and Maryland Heights, Missouri ("Plaintiffs"), individually and as representatives of a class of similarly-situated Missouri political subdivisions, which have adopted a code or ordinance that imposes a license tax on persons engaged in the business of supplying or furnishing telephone service (including exchange telephone service) in the political subdivision or who are otherwise engaged in a telecommunications business therein.

TracFone is a prepaid wireless service provider. It resells service that it obtains from underlying facilities-based providers. Plaintiffs allege that TracFone does not pay license (sometimes referred to as "gross receipts") taxes on its receipts from supplying telephone and telecommunications services (including exchange telephone service) in the political subdivisions as required by the codes or ordinances. In each year from and including 2007 to the present, Plaintiffs allege that TracFone failed to remit license taxes to any Missouri political subdivision in its service territory.

Plaintiffs’ Petition contains two counts. In Count I, Plaintiffs seek declaratory and injunctive relief. Specifically, Plaintiffs seek a declaration that the license tax ordinances apply to receipts derived by TracFone from sales of handsets, prepaid airtime units or minutes, and other products and services. Count II seeks back-taxes, interest and penalties in the event the ordinances apply to such revenues.

TracFone denies that the ordinances require it to pay taxes on these receipts and, as a result, that it owes taxes on any of the receipts at issue in this action. It raises several defenses, among them that TracFone does not provide telecommunications service wholly within the boundaries of the political subdivisions, and that sales of TracFone prepaid airtime or handsets by third-party retailers and/or distributors are not TracFone’s responsibility even if such sales are taxable under the ordinances.

On or about June 26, 2015, the Court granted summary judgment in favor of TracFone and against Plaintiff Maryland Heights on its claims to tax TracFone’s receipts from sales by third-party retailers and/or distributors.

Based on information available to both sides, and the risks involved in a trial, attorneys for the class have concluded that the proposed Settlement is fair, reasonable, and adequate, and that it serves the best interests of class members.

2. **What compensation or benefits will the Settlement provide?**

The Settlement, if it is finally approved by the Court, provides for the payment of past taxes, accrued taxes and future taxes as described in more detail below.

a. **Payment of Past Taxes.** The Settlement specifies a Past Tax payment with respect to each Settlement Class Member, and your Past Tax payment is
shown below. The payment was determined in accordance with the formula attached hereto as Exhibit 1.

The amount of the Past Tax payment for you pursuant to the Settlement is estimated to be: $36,806.23. Because the formula for calculating the Past Tax payment depends on the calculation of each Settlement Class Member’s Business License Tax payment and other factors, it is possible that a Settlement Class Member’s share of the amount to be distributed pursuant to the Settlement may change if, inter alia, Defendant approves an adjustment to the calculations pursuant to a Settlement Class Member’s appeal to Defendant under Section V.C. of the Settlement Agreement, or otherwise.

b. Payment of Accrued and Future Taxes. Beginning with the date of the Preliminary Approval Order, TracFone has agreed to pay each Settlement Class Member’s Business License Tax on its receipts from Prepaid Retail Sales (including but not limited to receipts from license tax surcharges and receipts from any retail customer now or hereafter exempt from the state sales tax) and to include such receipts in the base when calculating future payments of Business License Tax to each Settlement Class Member. “Prepaid Retail Sales” means TracFone’s taxable sales of Telecommunications Service and products, consistent with state and federal law, to end-user customers by way of internet, telephone or otherwise. Prepaid Retail Sales exclude TracFone’s Prepaid Sales to Resellers. With respect to Settlement Class Members with dual rates applicable to residential and non-residential customers, TracFone will remit future Business License Tax payments using the highest applicable rate.

The amount of the Accrued Tax payment for you pursuant to the Settlement is estimated to be: $3,946.76. The payment was determined in accordance with the formula attached hereto as Exhibit 1, which assumes TracFone’s revenue during the Accrued Tax period will be the same as in 2015.

3. Are you a member of this settlement class?

This Notice has been sent to you because you may be a member of a group of political subdivisions (a class) for whom a settlement with TracFone has been reached. The Settlement Class consists of all Political Subdivisions in the State of Missouri that have adopted a code or ordinance that imposes a Business License Tax, including—but not limited to—those Political Subdivisions listed on Exhibit 2 hereto. The following are specifically excluded from the Settlement Class: City of Boonville, Missouri, City of Jefferson City, Missouri, City of Springfield, Missouri, and the Prior Opt-Outs.

If your jurisdiction is not listed on Exhibit 2, it signifies that according to records available to Class Counsel you do not have a Business License Tax. If you disagree with this determination, you must submit a detailed explanation for the basis of your disagreement, along with your Business License Tax, postmarked on or before December 16, 2016, as specified in Section V.C. of the Settlement Agreement. You should mail your
explanation to: Thompson Coburn, LLP, Attn: TracFone Settlement Administrator, One US Bank Plaza, Suite 2700, St. Louis, MO 63101.

Failing consensual resolution, TracFone will notify the challenging Political Subdivision that it may present its disagreement through counsel to the Court for resolution. The Court’s resolution shall be the exclusive remedy of such Political Subdivision, and any disagreement as to class membership shall not be subject to further challenge or appeal.

4. What are your options?

- Do nothing. If you are a Settlement Class Member, you will receive the Past Tax payment shown in par. 2.a of this Notice and Accrued and Future Taxes in accordance with par. 2.b of this Notice. You do not need to file a claim form. These are good faith estimates of your Past Tax payment and Accrued Tax payment amounts. Past Tax payments are subject to adjustment as provided for in the Settlement Agreement.

Unless you file a Request for Exclusion (see par. 4.c below), you will be prohibited from bringing a lawsuit against TracFone based on any of the released claims asserted by Plaintiffs. The judgment(s), whether favorable or not, will include all members of the Settlement Class who do not request exclusion. Any Settlement Class Member who does not request exclusion may, if desired, enter an appearance through counsel at your own expense.

- Stay in the Settlement Class and file an objection if you disagree with any part of the Settlement or the request for attorneys’ fees or expenses.

- Exclude yourself from the Settlement Class, which means you will not participate in any of the financial benefits from the proposed Settlement, will not be bound by the releases made or judgments entered in connection with the Settlement, and will not be permitted to object to any part of the Settlement.

a. What happens if you disagree with the amount of the Past Tax payment?

Under the terms of the Settlement, a Settlement Class Member that disagrees with the Past Tax payment amount may submit a detailed explanation as to why it believes the Past Tax payment was incorrectly calculated or erroneous postmarked on or before December 16, 2016, as specified in Section V.C. of the Settlement Agreement. You should mail your explanation to: Thompson Coburn, LLP, Attn: TracFone Settlement Administrator, One US Bank Plaza, Suite 2700, St. Louis, MO 63101.

In the event TracFone disagrees with the Settlement Class Member’s contention, TracFone is obligated to meet and confer in good faith with Class Counsel and representatives of the Settlement Class Member in question in an effort to resolve the issue. If after such consultation, the Settlement Class Member and TracFone cannot agree on the Past Tax payment, the Past Tax payment specified in this Notice shall be the amount the
Settlement Class Member is entitled to receive pursuant to the Settlement, subject to the Settlement Class Member’s right to present its disagreement through counsel to the Court for resolution. The Court’s resolution shall be the exclusive remedy of such Settlement Class Member, and any disagreement as to the amount of the Past Tax payment shall not be subject to further challenge or appeal.

b. How do I file an objection to the settlement?

If you are a Settlement Class Member, you must state your objection in writing and file it with the Court postmarked no later than December 16, 2016. The objection should be addressed to the Clerk of the Court, St. Louis County Circuit Court, Division 2, 7900 Carondelet, Clayton, Missouri 63105, and marked to indicate “objection to proposed settlement in City of Maryland Heights, Missouri, et al., v. TracFone Wireless, Inc., Case No. 12SL-CC00648-01.”

You must simultaneously mail your objection to Class Counsel:

John W. Hoffman  
Douglas R. Sprong  
Korein Tillery, LLC  
505 N. 7th Street, Suite 3600  
St. Louis, MO 63101

John F. Mulligan, Jr.  
101 South Hanley, Suite 1280  
Clayton, MO 63105

Howard Papermer  
9322 Manchester Road  
St. Louis, MO 63119

and to TracFone’s attorneys:

Roman P. Wuller  
John S. Kingston  
Thompson Coburn LLP  
One US Bank Plaza  
Suite 2700  
St. Louis, MO 63101

Included in any such objection must be a statement of the basis of your objection and a declaration stating that you are a Settlement Class Member described in par. 3 above. If you do not properly file and serve an objection by the required date, any objection you have to the Settlement will be waived and you forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorneys’
fees and expenses, or the Final Order and Judgment of Dismissal. Objectors may be subject to discovery and depositions related to their objections.

c. How do I exclude myself from the settlement class?

You can exclude yourself from the Settlement Class, which means you will not participate in any aspect of the Settlement and you may pursue your own claims, if any, at your own expense against the Defendant. Any political subdivision that desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must mail a timely and valid written Request for Exclusion bearing a United States postmark no later than December 16, 2016 to:

Thompson Coburn LLP
Attn: TracFone Settlement Administrator
One US Bank Plaza
Suite 2700
St. Louis, MO 63101

You must simultaneously mail your Request for Exclusion to Class Counsel:

John W. Hoffman
Douglas R. Sprong
Korein Tillery, LLC
505 N. 7th Street, Suite 3600
St. Louis, MO 63101

John F. Mulligan, Jr.
101 South Hanley, Suite 1280
Clayton, MO 63105

Howard Papener
9322 Manchester Road
St. Louis, MO 63119

In order to be valid, a Request for Exclusion must: (1) be signed personally by the duly authorized representative of the political subdivision; (2) be timely mailed to the designated addresses above; (3) clearly request exclusion from the Settlement Class; and (4) contain the name, address, and telephone number of the duly authorized representative of the political subdivision.

Any political subdivision that elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or to the Fees and Expenses or appear at the Final Fairness Hearing.
5. **When will the Court conduct the Final Fairness Hearing?**

A Final Fairness Hearing shall be held before this Court at 1:30 p.m. on January 30, 2017, in Division 2 of the Circuit Court for St. Louis County, State of Missouri, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate; (b) whether a Final Order and Judgment of Dismissal should be entered; (c) whether Class Counsel's attorneys' fees and expenses application should be approved; (d) objections, if any, to the Settlement; and (e) any other matters the Court deems appropriate.

Although the hearing will be open to the public, you will not be permitted to speak in opposition to the issues above at the hearing unless you have filed a timely objection to the Settlement, or to the attorneys' fees and expenses in the manner described above. If you have filed a timely objection, you may appear personally or with your own counsel and be heard at the hearing. If you plan to appear through counsel at the Final Fairness Hearing, either in opposition to the Settlement or to the Fees and Expenses, your counsel must file a Notice of Intent to Appear with the Clerk of the Court and send a copy to Settlement Class Counsel and Counsel for TracFone, at the addresses set forth above, postmarked on or before **December 16, 2016**.

6. **How much money will the attorneys be paid and who will pay it?**

The attorneys for the Plaintiffs and the Settlement Class will submit to the Court for approval a request for attorneys' fees, costs, and expenses in the amount of $2,694,737.50, which is approximately 25% of the total of the Past Tax Payment and Accrued Tax Payment funds (through March 13, 2017), plus litigation expenses, to be paid by TracFone from the funds.

TracFone has agreed not to oppose an award of fees and expenses in the amount set forth in this Notice. The Court will independently determine the amount of any fees and expenses awarded to Class Counsel.

7. **Assignment to the Missouri Municipal League or Municipal League of Metro St. Louis.**

The settlement allows you to assign a portion of your Past Tax payment, i.e., a portion of the amount shown in par. 2.a. above, to the Missouri Municipal League or the Municipal League of Metro St. Louis (if you are located within St. Louis County). If you wish to make such an assignment, you must complete and return the form attached as Exhibit 3 to this Notice, postmarked on or before **December 16, 2016**. **The amount of Past Tax payment that you receive will be reduced by the amount of the assignment.**

8. **Where can you get additional information?**

This Notice provides only a summary of matters regarding the lawsuit. The pleadings, Settlement Agreement, and orders in the lawsuit provide greater detail and may
clarify matters that are described only in general or summary terms in this Notice. Copies of
the Settlement Agreement, Frequently Asked Questions and template Notice may be

You may also examine the Settlement Agreement, court orders and other papers filed in
the lawsuit at the Office of the Clerk of the Circuit Court of St. Louis County, 7900
Cardondelet Ave., Clayton, Missouri 63105, during regular business hours. If you wish, you
may seek the advice and guidance of outside attorneys, at your own expense.

If you wish to communicate with or obtain information from attorneys for the class,
you may do so by letter to the addresses listed below. You should direct such inquiries
concerning a claim or other matter described in this Notice to Class Counsel:

John W. Hoffman
Douglas R. Sprong
Korein Tillery, LLC
505 N. 7th Street, Suite 3600
St. Louis, MO 63101

John F. Mulligan, Jr.
101 South Hanley, Suite 1280
Clayton, MO 63105

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

Please do not contact the Court, Counsel for TracFone, or any TracFone
representative for information.

Dated: November 2, 2016

By Order of the Circuit Court of St. Louis County,
State of Missouri, Honorable Judge Maura McShane
NOTICE EXHIBIT 1

CALCULATION OF PAST AND ACCRUED TAX PAYMENTS

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<th>Award (59 Million)*</th>
<th>$125,000/Month from June 2, 2016 Until Preliminary Approval [<em>&quot;Interim&quot;]</em></th>
<th>AMT of Attorneys' Fees and Expenses Requested</th>
<th>A-C = Net Back Tax Award</th>
<th>Estimated Accrued Until Approval is Final</th>
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* Subject to pro rata reduction for certain opt-outs per Settlement Agreement III.1.A.2

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<th>Class Member Rate</th>
<th>Estimated Gross Receipts of Tracfone for Class Member 3/07 Thru 12/15 If GRT, Else 9xAnnual</th>
<th>H/TOTAL All Hrs = Class Member's Share of Backtax Award</th>
<th>Estimated Gross Receipts of Tracfone for Class Member Backtax Award During 2015</th>
<th>K/TOTAL All Ks = Class Member Share of Interim Award</th>
<th>MxB = Class Member Interim Award</th>
<th>J+N = Total Estimated Accrued Taxes</th>
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<tr>
<td>CURRENT TAX RATE</td>
<td>FxG = Estimated Backtaxes 3/07 Thru 12/15 If GRT, Else 9xAnnual +'X' Backtax Award</td>
<td>FxK = Estimated Backtaxes 2015 If GRT, Else 1xAnnual INTERIM AWARD</td>
<td>FxK = Estimated Interim Award</td>
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IV.0.10
NOTICE EXHIBIT 2

For purposes of Section II(C) of the Settlement Agreement, the following political subdivisions are specifically included in the definition of "Settlement Class":

1. City of Adrian, Missouri
2. City of Advance, Missouri
3. Town of Anniston, Missouri
4. City of Appleton, Missouri
5. City of Arnold, Missouri
6. City of Ash Grove, Missouri
7. City of Ashland, Missouri
8. Town of Augusta, Missouri
9. City of Aurora, Missouri
10. City of Ballwin, Missouri
11. City of Bella Villa, Missouri
12. City of Belle, Missouri
13. City of Bellefontaine Neighbors, Missouri
14. City of Bellflower, Missouri
15. City of Bel-Nor, Missouri
16. City of Belton, Missouri
17. City of Berkeley, Missouri
18. City of Bertrand, Missouri
19. City of Beverly Hills, Missouri
20. City of Blackburn, Missouri
21. City of Bloomfield, Missouri
22. City of Bloomsdale, Missouri
23. City of Blue Springs, Missouri
24. City of Bonne Terre, Missouri
25. City of Bowling Green, Missouri
26. City of Braymer, Missouri
27. City of Breckenridge, Missouri
28. City of Breckenridge Hills, Missouri
29. City of Brentwood, Missouri
30. City of Bridgeton, Missouri
31. City of Brookfield, Missouri
32. City of Brunswick, Missouri
33. City of Butler, Missouri
34. Village of Butterfield, Missouri
35. City of Byrnes Mill, Missouri
36. City of Cabool, Missouri
37. City of California, Missouri
38. City of Callao, Missouri
39. City of Calverton Park, Missouri
40. City of Cameron, Missouri
41. City of Campbell, Missouri
42. City of Canalou, Missouri
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44. City of Cape Girardeau, Missouri
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349. City of New Franklin, Missouri
350. City of Northmoor, Missouri
351. City of Osceola, Missouri
352. City of Stanberry, Missouri
353. City of Ste. Genevieve, Missouri
354. City of Sullivan, Missouri
355. City of Versailles, Missouri
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Council Authorization for TDD Election

BUDGET APPROPRIATION (IF APPLICABLE) N/A  DATE: November 21, 2016

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

COMMENTARY: The City has been actively working on a series of significant transportation improvements on our primary system for the last couple years culminating with the Move Rolla Transportation Plan. That Plan is anchored by a one-cent TDD sales tax over the commercial area primarily along Highway 63, Kingshighway and Rolla West. In the absence of registered voters residing in the District the Court has called for an election by the property owners of which the City is one of 230. The vote is tallied by one vote per acre of land. The City of Rolla owns 146 acres of land in the proposed 1,158 acre District. City right-of-way (roads, easements) are not counted in the election. Staff is recommending the City Council authorize the Mayor to vote in the affirmative. The election period runs from November 1 through December 13, 2016.

Recommendation:  Motion to authorize the Mayor to vote on behalf of the City of Rolla affirmatively on the formation of the Move Rolla Transportation District.
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IV 2.3
MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT

November 1, 2016

Celia M. Brotherton
103 Bryant Rd.
Rolla, MO 65401-0000

Dear Sir or Madam:

Thank you for submitting an application to vote in the election concerning the Move Rolla Transportation Development District. Enclosed with this letter is your official ballot and return envelope. In order for your vote to be counted:

(1) The completed ballot must be placed inside the return envelope and the signature and notary statement on the back of the return envelope must be completed; and

(2) The return envelope must be returned to the Circuit Court Clerk of Phelps County at the address indicated on the return envelope no later than 5:00 p.m. on Tuesday, December 13, 2016.

Ballots received after 5:00 p.m. on December 13, 2016 or which are not submitted in signed and notarized return envelopes will not be accepted.

Please note that when completing the signature and notary statement on the return envelope, the voter is the owner of the applicable property. If the property owner is not an individual person, then only a person authorized by that property owner may vote on behalf of the property owner. For example, if ABC Enterprises, LLC is the property owner and John Doe is the manager of ABC Enterprises, LLC, John Doe must sign the statement on the return envelope in his capacity as an authorized representative of ABC Enterprises, LLC. Likewise, if the property is owned by a trust, only someone authorized to act on behalf of the trust may sign the statement on the return envelope. If property is owned by husband and wife, both husband and wife must sign the statement on the return envelope.

* * *

IV. D. 4.
OFFICIAL BALLOT

SPECIAL ELECTION

PROPOSITION TDD

(Mail-In Election)

Shall the Move Rolla Transportation Development District (the “District”) be organized within a portion of the City of Rolla, Missouri and Phelps County, Missouri (as more specifically described on Exhibit A attached hereto) for the purpose of acquiring, designing and constructing the following Transportation Project:

HIGHWAY 72 EXTENSION

Extension of Missouri State Highway 72 westerly from and between Bishop Avenue/US Highway 63 and the intersection of Bridge School Road and Kingshighway. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of Highway 72 Extension.

KINGSHIGHWAY IMPROVEMENT

Improvement of Kingshighway from and between Bishop Avenue/US Highway 63 and the north side of the intersection of Kingshighway and Interstate 44. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of Kingshighway.

ROLLA WEST TDD IMPROVEMENTS

Construction of (a) an interior road system to serve the retail development to be constructed within the District; (b) portions of a connector road from and between Old Wire Road and State Route E; (c) an extension of Kingshighway from and between the north roundabout at the intersection of Interstate 44 and Kingshighway to the retail development; (d) a signalized intersection at the intersection of the extension of Kingshighway and the proposed connector road. These improvements include but are not limited to (i) accompanying grading, drainage, pavement, curb, gutter, sidewalk, storm water facilities, sidewalks, bike lanes, pedestrian and bicycle trails, turn lanes, median improvements, structures (including without limitation any architectural treatments related thereto), signing, striping, lighting, landscaping or other similar or related infrastructure or improvements in connection with items (a) through (d) above.

BISHOP AVENUE COMPLETE STREET CONCEPT

Transformation of Bishop Avenue from a US Highway to a complete street from Interstate 44 south to Kingshighway. Complete street improvements may include a road diet through the reduction of a travel lane leaving one lane in each direction and a center turn lane with segments of median treatments where practical. A vacated lane could be repurposed to a separated bicycle lane and sidewalk. Other improvements include but are not limited to right-of-way acquisition, pavement replacement, intersection improvements, signalization, roundabouts, green space enhancements, landscaping, street lighting.

IV . D. S.
decorative lighting and signage, sidewalks, bike lanes, pedestrian and bicycle trails, turn lanes, deceleration lanes, storm water improvements, signage, striping, median improvements and interconnection of signals and any other transportation related costs related to the transformation of Bishop Avenue to a complete street.

INTERSTATE 44 PEDESTRIAN BRIDGE

Construction of a dedicated 10-feet bicycle/pedestrian overpass located just east of the Interstate 44/Missouri Route E Interchange Bridge. The bridge will span Interstate 44 and connect the sidewalk on University Drive to White Columns Drive north of the interchange. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of bridges, sidewalks, bike lanes, pedestrian and bicycle trails, retaining walls, lighting, landscaping improvements, signage, striping and any other transportation related costs related to the improvement of the Interstate 44 Pedestrian Bridge.

UNIVERSITY DRIVE REALIGNMENT

Realignment of University Drive which will provide a new direct connection to Miner Circle Drive which serves as the Missouri S&T campus front door. The new entrance to campus will be defined with new signage and landscaping that will clearly identify the access to campus and to student services. The realignment of University Drive will be from and between the existing intersection of University Drive/State Route E and Poole Avenue and the intersection of Bishop Avenue and Miner Circle Drive. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, roundabouts, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of the University Drive Realignment.

OVERPASS IN THE VICINITY OF 10TH STREET

Construction of a new 2-lane overpass over Interstate 44 which will provide a direct connection to the above-described Rolla West TDD improvements and a possible connector road from and between Old Wire Road and State Route E. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, bike lanes, pedestrian and bicycle trails, retaining walls, lighting, signalization, roundabouts, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of an overpass in the vicinity of 10th Street.

10TH STREET RECONSTRUCTION

Reconstruction of 10th Street from and between Bishop Avenue and Innovation Drive. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, roundabouts, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of the 10th Street Reconstruction.
INNOVATION DRIVE EXTENSION

Extension of Innovation Drive from and between the existing south terminus of Innovation Drive to Bryant Road. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, roundabouts, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of the Innovation Drive Extension.

PINE STREET RECONSTRUCTION

Reconstruction of Pine Street from and between Bishop Avenue and 10th Street. These improvements will narrow the travel lanes to 11-feet and add dedicated bike lanes. These improvements will include conversion of the one-way segment from 12th to 10th Street to two-way operations. These improvements include but are not limited to right-of-way acquisition, demolition, utility relocation, grading, construction of roads, construction of bridges, sidewalks, retaining walls, lighting, signalization, roundabouts, paving, curb improvements, landscaping improvements, storm water improvements, median improvements, signage, striping and any other transportation related costs related to the improvement of the Pine Street Reconstruction.

OTHER CITY PROJECTS

Conversion of selected downtown 1-way streets to 2-way operations; new gateways at the Interstate 44/Bishop Avenue Interchange, Interstate 44/Kingshighway Interchange and Bishop Avenue just north of Highway 72; partnership between the City and Missouri S&T University for expanded public transit service; sidewalk improvements to connect gaps in the sidewalk network and repair aging sidewalks downtown (sidewalk improvements are intended to address basic pedestrian needs including, but not limited to, connecting the Missouri S&T campus, downtown, adjacent neighborhoods, parks and other important local destinations); 12-foot multipurpose pedestrian and bicycle trails connecting west Rolla, Missouri S&T and downtown; connect the 10th Street Overpass to Sally Road and other transportation-related improvements benefiting the District including but not limited to right-of-way acquisition, pavement replacement, intersection improvements, signalization, roundabouts, green space enhancements, landscaping, street lighting, decorative lighting and signage, sidewalks, bike lanes, pedestrian and bicycle trails, turn lanes, deceleration lanes, storm water improvements, signage, striping, median improvements and interconnection of signals and any other transportation related costs related to the above-referenced projects.

The Transportation Project shall also include: (1) the costs associated with the operation and maintenance of the Transportation Project, (2) costs of right-of-way and other land acquisition, settlement and transfer, including relocation costs, taxes, surveys and other professional fees, (3) costs for demolition, earth work, erosion control, including paving, sanitary sewers, storm drainage, water systems, retention basins and retaining walls, provisions for the construction and/or relocation of utilities, including electric, gas, telephone, fiber optic cable, as well as landscaping, irrigation, street lighting and environmental engineering and abatement, (4) costs for replacement of existing roadway surfaces, curbs and gutters, restriping, replacement or installation of sidewalks, traffic/pedestrian signalization, including interconnecting existing signals, roundabouts, signage street lighting and landscaping, (5) costs for legal and engineer’s fees, construction cost financing, placement fees, interest, builder’s risk insurance, design, engineering, development, project management, architect and contractor fees, as well as all other professional costs associated with the Transportation Project, including accounting and appraisal fees, (6) costs related to any authorized indebtedness or lease obligation of the District, including accrued interest, capitalized interest, reserve funds and costs of issuance and (7) the administrative, legal and accounting
costs associated with the creation, administration and existence of the District and costs associated with the collection and enforcement of the District Sales Tax;

and be authorized to impose a district-wide sales tax at the rate of up to one percent (1%) for a period not to exceed forty (40) years for the purpose of funding the Transportation Project?

YES ☐

NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of this proposition, place an X in the box opposite "YES." If you are opposed to this proposition, place an X in the box opposite "NO."

Please return your ballot in the enclosed self-addressed envelope to the office of the Circuit Court Clerk of Phelps County by mail or hand delivery no later than 5:00 p.m. on December 13, 2016. Voted Ballots received by the Circuit Court Clerk of Phelps County after 5:00 p.m. on December 13, 2016 will not be accepted.


________________________________________
Authorized signature(s)

________________________________________
Printed name(s)

If voter not an individual, printed name of entity

________________________________________
Address of voter

________________________________________
Mailing address of voter (if different)

☐
A specific description of the District Boundaries is as follows: Beginning at the Southwest Corner of Northwest Quarter of the Northeast Quarter of Section 10, Township 37 North, Range 8 West, Phelps County, Missouri; thence northerly along the West line of said Northwest Quarter of the Northeast Quarter to the southwest corner of the Southwest Quarter of the Southeast Quarter of Section 3, Township 37 North, Range 8 West; thence northerly along the West line of said Southwest Quarter of the Southeast Quarter to its northwest corner; thence easterly along the North line of said Southwest Quarter of the Southeast Quarter to the West line of a parcel described in Phelps County Deed Records at Book 172, Page 225; thence southerly along the West line of said Book 172, Page 225 parcel to its southwest corner; thence easterly along the South line of said Book 172, Page 225 parcel to the northwest corner of Tract No. 1 as described in Phelps County Deed Records at Document No. 2001-9148; thence southerly along the West line of said Tract No. 1 to the North line of a parcel described in Phelps County Deed Records at Document No. 2006-395; thence westerly along the North line of said Document No. 2006-395 parcel to its northwest corner; thence southerly along the West line of said Document No. 2006-395 parcel to its southwest corner; thence easterly along the South line of said Document No. 2006-395 parcel to the extension of the West right of way of Bluebird Lane; thence southerly along said extension and along said West right of way of Bluebird Lane to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2011-4976; thence westerly along the North line of said Document No. 2011-4976 to its northwest corner; thence southerly along the West line of said Document No. 2011-4976 parcel to the South line of the aforesaid Southwest Quarter of the Southeast Quarter of said Section 3, Township 37 North, Range 8 West; thence easterly along said South line to the aforesaid West right of way of Bluebird Lane; thence southeasterly along said West right of way to the westerly right of way of Interstate 44; thence southwesterly along said westerly right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2011-1670; thence southeasterly to the

N°. S°.