Open Citizen Comment Procedure

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

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

Rolla City Council Meeting
Monday, March 20, 2017
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Don Morris

I. PUBLIC HEARINGS
A) Ordinance Rezoning Lot 1, Spring Properties 1st Addition & Lot 10, Block 10, Holloway 1st Addition from R-2 (Two Family District) to R-3 (Multi-Family District) Zoning (Spring Properties, LLC) – (Community Development Director John Petersen) – First Reading

B) Ordinance Rezoning .51-Acre Tract Located Near the Intersection of Hwy. 72 & King Drive from C-1 (Neighborhood Business District) to C-3 (Highway Commercial District) Zoning (Walker) - (Community Development Director John Petersen) – First Reading

II. SPECIAL PRESENTATIONS

III. OLD BUSINESS
A) Ordinance Approving the Final TIF/TDD Documents – Westside Market Place Financing Agreement – (City Administrator John Butz) – Final Reading

B) Ordinance Authorizing the Mayor to Enter into An Agreement with Donald Maggi, Inc. for 2017 Concrete Improvements-Project 436 – (Public Works Director Steve Hargis) – Final Reading

IV. NEW BUSINESS
A) Ordinance Approving the Resubdivision of Lot 1, HyPoint Industrial Park North Plat No. 3 (HyPoint) – (Community Development Director John Petersen) – First Reading

B) Ordinance Approving the Welty Subdivision, Lot 5, Block 2, School View Addition No. 2 & All of Lot 4 in Walkers Addition (Welty) – (Community Development Director John Petersen) – First Reading

C) Motion Approving Trial Airport Fuel Discount Program for 2017 and 2018 – (City Administrator John Butz) – Motion

D) Motion to Alter the Developer Name on the Rolla Apts. Development Agreement – (City Administrator John Butz) – Motion

E) Ordinance to Join MoPEP Communities in Exemption from FERC/PURPA – (City Administrator John Butz) – First Reading
V. CLAIMS and/or FISCAL TRANSACTIONS
   A) Motion Rescinding Previous Bid Award with Bommarito Ford and Award Bid for 2017 Crew
      Cab, One-Ton Pickup with Flat Bed to Putnam Chevrolet for Street Dept. –
      (Public Works Director Steve Hargis) – Motion
   B) Motion Awarding Bid for 2017 Micro Surfacing; and an Ordinance Authorizing the Mayor
      to Enter into a Contract with Donelson Construction Co., for Same –
      (Public Works Director Steve Hargis) – Motion/First Reading
   C) Motion Awarding Bid for 2017 Phase I Asphalt Improvements; and, an Ordinance
      Authorizing the Mayor to Enter into a Contract with Pierce Asphalt, LLC, for Same –
      (Public Works Director Steve Hargis) – Motion/First Reading
   D) Motion Awarding Bid for 2017 Phase II Asphalt Improvements; and, an Ordinance
      Authorizing the Mayor to Enter into a Contract with N.B. West for Same –
      (Public Works Director Steve Hargis) – Motion/First Reading

VI. MAYOR/CITY COUNCIL COMMENTS

VII. CITIZEN COMMUNICATION
    A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
    Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed
    Session:
    Real Estate

X. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: First Reading

ITEM/SUBJECT: An Ordinance to approve the re-zoning of Lot 1, Spring Properties First Addition & Lot 10, Block 10, Holloway First Addition from R-2 (Two Family District) zoning to R-3 (Multi-Family District) zoning.

(Spring Properties LLC)
DATE: 3-20-2017

GENERAL INFORMATION:

CASE #: 2-2-17

APPLICANT/STATUS OF APPLICANT:  The subject property belongs to the Spring Properties, LLC. 102 W. 14th Street, Rolla, Missouri 65401. Owner: Barbara Wilkins – Managing Member.

CURRENT ZONING/USE:  The subject property is zoned R-2 (Two Family District) zoning. The site is currently undeveloped. The highest and best use of this property is for residential development given the extent to which the surrounding neighborhood is zoned and developed for multi-family use.

LOCATION OF SUBDIVISION:  The subdivision is located at the intersection of 12th and Iowa Streets. The Assessor’s Account Number is 6589 and can be used to identify the location of a given property. See the attached map and legal description.

PROJECT DESCRIPTION:  A request to re-zone Lot 1, Spring Properties First Addition, & Lot 10, Block 10, Holloway First Addition, from R-2 (Two Family District) zoning to R-3 (Multi-Family District) zoning. The combined lots total 17,860 sq. ft. Lot 1 Spring Street Addition will meet all requirements concerning setbacks, parking, open space (25% 4,465 sq. ft.) lot coverage (40%) 7,144 sq. ft. and lot width – 75 feet.

LOTS:  The proposed project involves the re-zoning of a tract of land suitable for residential use located at the juncture of Twelfth and Iowa Streets to allow up to eight (8) dwelling units housing and 32 bedrooms. The building footprint contains 7,144 sq. ft. total area and open space with 25% (4,465 sq. ft.).

ENGINEER OF RECORD: Lortz Surveying LLC, 14800 Private Drive, 1122 Saint James, Missouri, 65559. Phone 573-265-0561, JasonLortzSurveying.com

PUBLIC COMMENT/ISSUES:  No significant issues were raised by the Development Review Committee members at their February 28, 2017 meeting.

ACTION REQUIRED:  The Planning and Zoning Commission voted by a margin of 6 to 2 to approve the motion to recommend to the City Council approval as presented.
ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RE-ZONING OF LOT 1, SPRING PROPERTIES LLC FIRST ADDITION, & LOT 10, BLOCK 10, HOLLOWAY FIRST ADDITION FROM R-2 (TWO FAMILY DISTRICT) ZONING TO R-3 (MULTI-FAMILY DISTRICT) ZONING, CITY OF ROLLA, PHELPS COUNTY, MISSOURI. (SPRING PROPERTIES LLC)

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

Section 1: That the following legal description applies to this ordinance: An ordinance to approve the re-zoning of Lot 1, Spring Properties First Addition, & Lot 10, Block 10, Holloway First Addition from R-2 (Two Family District) zoning to R-3 (Multi-Family District) zoning.

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they do conflict.


APPROVED:

_____________________________
Mayor

_____________________________
City Clerk

APPROVED AS TO FORM:

_____________________________
City Counselor

I. A. 2.
APPLICATION FOR REZONING OF REAL ESTATE

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

901 North Elm St
Rolla, MO 65401

Applicant's Name: Spring Properties LLC, Barbara Wilkins, manager
Address: 102 W 14TH ST, Rolla
Phone Number: 417-426-3
E-mail address: barbawilkins@gmail.com
Address of subject property: 102 W 14TH ST, Rolla

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): See attached

Current zoning is: R2
Proposed zoning is: R3

Current land use is: Unimproved/1SFH
Proposed land use is: Unimproved/1SFH

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.)

Barbara Wilkins
Signature

Type or print name

Type or print name

Type or print name

Subscribed and sworn before me this 3rd day of July in the year 2019.

Notary Public

Commission Expires
Request to Rezone Lot 1 Spring Properties First Addition & Lot 10, Block 10, Holloway First Addition from R-2 (Two Family District) Zoning to R-3 (Multi-Family District) Zoning (Spring Properties LLC)
Notice of Public Hearing:

The Rolla Planning & Zoning Commission will conduct a public hearing on Tuesday, March 14, 2017 at 5:30 PM, Rolla City Hall, 901 North Elm Street. The City Council will hold a public hearing on Monday, March 20, 2017 at 6:30 PM to consider a request to rezone 7,8, and 9, Block 10 Holloways First Addition as well as Lot 10, Block 10 Holloways First Addition from R-2 (Two-Family District) zoning to R-3 (Multi-Family District) zoning. At this public hearing any interested persons may present evidence regarding the proposed rezoning. Any objections to the request should be filed with the Community Development Department of the City of Rolla. For more information, call John Petersen at 573-424-6970.

AFFIDAVIT OF PUBLICATION
STATE OF MISSOURI

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:

1st pub. Vol 143, No. 42 Feb 018, 2017
2nd pub. Vol 143, No. , 2017
3rd pub. Vol 143, No. , 2017
4th pub. Vol 143, No. , 2017
5th pub. Vol 143, No. , 2017

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 day of February, 2017

My commission expires 5-22-18

Notary Public
Publication Fee $ 62.50

I.A.6.
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<td>621 SALEM AVENUE</td>
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<td>MONTY JORDAN</td>
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<td>411 EAST 12TH STREET</td>
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Our primary objection to the proposed rezoning has to do with traffic and parking.

- Both 12 and Iowa are residential streets, with parking on both sides, which means they are reduced to single lane traffic much of the time. Because of the RR Xing, 12th Street already gets more traffic than many residential streets. Adding a multi-family development would significantly worsen traffic flow.
- We learned from Mr. Peterson of the "0.6 parking space / bedroom" rule. Again looking to the apartments in the 400 block of 12th, that is inadequate. Double-parking frequently blocks the sidewalk. Spillover from the proposed multi-family development seems inevitable and problematic, for both pedestrian and auto traffic.
- The intersection of 12th and Iowa already has poor visibility due to parking and topography, especially for those heading north (uphill) on Iowa. As safety is a prime consideration according to the P/Z Code, this alone argues against rezoning.

Another consideration identified in the P/Z Code is the "conservation and preservation" of property values.

- If this rezoning is approved, the resale value of our property will tank, and I'm guessing our taxes won't.
- Zoning is not just about letters and numbers but the character of neighborhoods. In the space of one year you propose to transform our neighborhood from suburban to urban. Mr. Peterson admits that the proposed rezoning and development will bring down most, if not all, of the trees on the lots in question. Maybe a few of you are familiar with Oak Knoll, living proof that land can be developed without being destroyed. R3 zoning barely leaves room for grass, let alone trees. Modern planning principles recognize that trees provide practical services by cooling and cleaning the air. They reduce congestion and improve quality of life. If, as the P/Z Code says, this committee is concerned with adverse environmental impact, R3 should be off the table.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development          ACTION REQUESTED: First Reading

ITEM/SUBJECT: Request to rezone a .51 Acre Tract located near the intersection of Highway 72 & King Drive from C-1 (Neighborhood Business District) zoning to C-3 (Highway Commercial District) zoning.

(Walker)

DATE: 3-20-2017

GENERAL INFORMATION:

Case #: 1-26-2017

**Applicant(s):** The applicant owns the subject property – Walker, JEF H. Trust 12502 County Road 3210, Rolla, Mo 65401-0000, Corporate Manager, Mr Blake Mills, Family Center Farm & Home 816-213-3356, Bmills@familycenter.us.

**Status of Applicant:** The applicant, Blake Mills, has executed a Commercial and Industrial Real Estate Contract to purchase the subject property.

**Current Zoning/Use:** The subject property is currently zoned C-1 (Neighborhood Business District) zoning, which permits a maximum sign not to exceed 20 feet. The site is vacant, although the area is occasionally used for the outdoor display and storage of farm/ranch equipment for sale. The primary purpose behind this re-zoning request from C-1 to C-3 is to increase maximum sign height available to accommodate a maximum of 60 feet height for the proposed detached on-premise sign.

**Proposed Use:** The applicant is proposing to use the site for the placement of a 60 foot tall sign. Under Rolla’s sign code, the maximum height allowed for detached signs is 60 feet. This rezoning was made necessary due to the depth of the site and the ability of drivers to see the sign designed to accommodate the visibility of a 60 foot tall sign.

**Location:** The subject property is located at the corner of Highway 72 and King Drive. The Phelps County Assessor’s Account # 9388.02 indicates location.

**Tract Size:** The subject property is approximately 22,305 square feet. The site has sufficient depth and space to accommodate the proposed detached sign.

**Action Required:** The Planning and Zoning Commission voted by a margin of 8 to 0 to approve the motion to recommend to the City Council approval of the request to re-zone the subject property as presented.

[Signature]
ORDINANCE NO. ______

AN ORDINANCE TO APPROVE THE RE-ZONING OF A .51-ACRE TRACT (22,215 SQ. FT.) LOCATED NEAR THE INTERSECTION OF HIGHWAY 72 & KING DRIVE FROM C-1 (NEIGHBORHOOD BUSINESS DISTRICT) ZONING TO C-3 (HIGHWAY COMMERCIAL DISTRICT) ZONING. (WALKER)

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

Section 1: An Ordinance to approve the re-zoning of a .51-Acre Tract (22,215 sq. ft.) located near the intersection of Highway 72 & King Drive from C-1 (Neighborhood Business District) zoning to C-3 (Highway Commercial District) zoning.

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they do conflict.


APPROVED:

_________________________
Mayor

ATTEST:

_________________________
City Clerk

APPROVED AS TO FORM:

_________________________
City Counselor

_________________________
I. B. J.
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: Jef H. Walker
Address: 12502 C.R. 3310, A. He, Mo 63401
Phone Number:
E-mail address:
Address of subject property: 1300 East 26th

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):

Current zoning is: C-1
Proposed zoning is: C-2
Current land use is: Commercial
Proposed land use is: Commercial

A check for $63.50, 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.)

Jef H. Walker
Signature

Type or print name

Signature

Type or print name

Signature

Type or print name

Signature

Subscribed and sworn before me this 3rd day of February in the year 2017.

Notary Public

An Equal Opportunity Employer
Request to Rezone a 0.54 Acre Tract located near the intersection of Highway 72 & King Drive from C-1 (Neighborhood Business District) Zoning to C-3 (Highway Commercial District) Zoning (Walker)
Notice of Public Hearing:

The Rolla Planning & Zoning Commission will conduct a public hearing on Tuesday, March 14, 2017 at 5:30 PM, Rolla City Hall, 901 North Elm Street. The City Council will hold a public hearing on Monday, March 20, 2017 at 6:30 PM to consider a request to rezone a .54 Acre Tract located near the intersection of Highway 72 and King Drive from C-1 (Neighborhood Business District) zoning to C-3 (Highway Commercial District) zoning. At this public hearing any interested persons may present evidence regarding the proposed rezoning. Any objections to the request should be filed with the Community Development Department of the City of Rolla. For more information, call John Petersen at 573-426-6270.

AFFIDAVIT OF PUBLICATION
STATE OF MISSOURI

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 it is 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:

1st pub. Vol 143 , No. 42, Feb 18, 2017
2nd pub. Vol 143 , No. 42, Feb 18, 2017
3rd pub. Vol 143 , No. 42, Feb 18, 2017
4th pub. Vol 143 , No. 42, Feb 18, 2017
5th pub. Vol 143 , No. 42, Feb 18, 2017

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 18th day of February, 2017

My commission expires 5-22-18

Notary Public
Publication Fee $ 62.50

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CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Ordinance to Approve the Final TIF/TDD Documents – Westside Market Place Financing Agreement

BUDGET APPROPRIATION (IF APPLICABLE) DATE: March 20, 2017

COMMENTARY:

After three plus years of effort we are on the brink of closing the Westside Market Place Redevelopment Project – a $50 million retail project consisting of Menards, Academy Sports, TJ Maxx, Ross Dress, and PetSmart. The Move Rolla TDD is investing $4.5 million for the access road from the northbound roundabout to Sally Rd. and the TIF financing is redirecting between $16-$17 million in project generated tax increment.

The Redevelopment Agreement, following an extensive public input process involving the County TIF Commission, was unanimously approved in September 2016. The key over-riding document established the basic terms and conditions of the project and established a maximum project completion date of September 2019. Fortunately, the project leases are all secured and construction is slated to take place in spring with site work and summer through spring 2018 for vertical construction. If all proceeds as planned, the Development is planning to open by next summer.

Final actions are contained in this ordinance including the final documents requiring execution:

Exhibit A Financing Agreement (City, County & TDD)
Exhibit C Intergovernmental Cooperative Agreement (City County & TDD)
Exhibit D Administrative Services Agreement (City & County)
Exhibit E Technical Assistance Contract (City & TDD)

Legal representatives will attend Monday’s meeting to review the key documents and project status for final action.

Recommendation: Final Reading of the Westside Market Place Financing Agreement.
ORDINANCE NO. __________

AN ORDINANCE APPROVING VARIOUS AGREEMENTS AND ACTIONS IN CONNECTION WITH THE ROLLA WESTSIDE MARKETPLACE PROJECT.

WHEREAS, on September 6, 2016, by adoption of Ordinance No. 4928, the City Council approved a Redevelopment Agreement (the "Redevelopment Agreement") among the City of Rolla, Missouri (the "City"), Phelps County, Missouri (the "County"), UTW Rolla Development, LLC (the "Developer") and UTW Rolla Project, Inc. (the "Corporation") in connection with the "RPA 1 Redevelopment Project" described in the Westside Marketplace Tax Increment Financing Redevelopment Plan; and

WHEREAS, The Industrial Development Authority of the City of Rolla, Missouri (the "Authority") intends to issue its Tax Increment and Special District Revenue Bonds (Westside Marketplace Redevelopment Project - RPA 1), Series 2017A (the "Series 2017A Bonds") and Subordinate Taxable Tax Increment and Special District Revenue Notes (Westside Marketplace Redevelopment Project - RPA 1), Series 2017B (the "Series 2017B Notes" and together with the Series 2017A Bonds, the "Series 2017 Obligations") to finance a portion of the RPA 1 Redevelopment Project; and

WHEREAS, the Move Rolla Transportation Development District (the "District") intends to issue its Transportation Sales Tax Revenue Bonds, Series 2017 (the "TDD Bonds") to finance a portion of the RPA 1 Redevelopment Project and other transportation projects located in the City; and

WHEREAS, the City Council hereby finds it is advisable, necessary and in the best interests of the City to approve (a) the issuance of the Series 2017 Obligations by the Authority, (b) the execution of a Financing Agreement (the "Financing Agreement") among the City, the Authority, the County and the District pursuant to which certain revenues will be pledged to the repayment of the Series 2017 Obligations, and (c) other documents and actions in connection with the Series 2017 Obligations, the administration of tax increment financing for the RPA 1 Redevelopment Project, the TDD Bonds, and the other transportation projects to be undertaken by the District;

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

Section 1: Consent to the Issuance of the Series 2017 Obligations and approval of Indenture. The City hereby approves the execution and delivery of the Trust Indenture (the "Indenture") between the Authority and UMB Bank, N.A., as trustee (the "Trustee") and the sale of the Series 2017 Obligations.

Section 2: Approval of City Documents. The City is hereby authorized to enter into the documents listed below (collectively, the "City Documents") in substantially the forms attached hereto, with such changes therein as shall be approved by the officers of the City executing the same and as may be necessary or desirable to carry out and comply with the intent of this Ordinance, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Financing Agreement among the Authority, the City, the County and the District, in substantially the form attached hereto as Exhibit A (the "Financing Agreement");

(b) Intergovernmental Cooperation Agreement among the City, the County and the District, in substantially the form attached hereto as Exhibit C;
(c) Administrative Services Agreement between the City and the County, in substantially the form attached hereto as Exhibit D; and

(d) Technical Assistance Contract between the City and the District, in substantially the form attached hereto as Exhibit E.

**Section 3: Execution of City Documents.** The Mayor is hereby authorized and directed to execute the City Documents on behalf of the City. The City Clerk is hereby authorized and directed to attest to the City Documents and to affix the seal of the City thereto.

**Section 4: Preliminary Official Statement.** For the purpose of enabling the underwriter of the Series 2017A Bonds to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the City hereby deems the information contained under the captions “THE CITY” and “LITIGATION – City” in the Preliminary Official Statement attached hereto as Exhibit F to be “final” as of its date. The Mayor is hereby authorized, if requested, to provide the underwriter of the Series 2017A Bonds a letter or certification to such effect and to take such other actions or execute such other documents as such officer in his reasonable judgment deems necessary to enable the underwriter to comply with the requirements of the Rule.

**Section 5: Further Authority.** The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions to the documents herein approved, authorized and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability.

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


APPROVED:

________________________
Mayor

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Counselor
FINANCING AGREEMENT

Dated as of April 1, 2017

among

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF ROLLA, MISSOURI,

CITY OF ROLLA, MISSOURI,

PHELPS COUNTY, MISSOURI,

AND THE

MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT

Relating to

The Industrial Development Authority of the City of Rolla, Missouri

$[*Principal Amount A*]
Tax Increment and Special District Revenue Bonds
(Westside Marketplace Redevelopment Project - RPA 1)
Series 2017A

$[*Principal Amount B*]
Subordinate Taxable
Tax Increment and Special District Revenue Notes
(Westside Marketplace Redevelopment Project - RPA 1)
Series 2017B

Certain rights, title and interest of The Industrial Development Authority of the City of Rolla, Missouri in this Financing Agreement have been pledged and assigned to UMB Bank, N.A., St. Louis, Missouri, as Trustee under a Trust Indenture dated as of April 1, 2017, between the Authority and the Trustee.
FINANCING AGREEMENT

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Exhibit A – Form of County Monthly Report
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FINANCING AGREEMENT

THIS FINANCING AGREEMENT, dated as of April 1, 2017 ("Financing Agreement"), among THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ROLLA, MISSOURI, a public corporation duly organized and existing under the laws of the State of Missouri (the "Authority"), the CITY OF ROLLA, MISSOURI, a third-class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "City"), PHELPS COUNTY, MISSOURI, a third-class county and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "County"), and the MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT, a transportation development district and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "TDD"). (All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed in the Trust Indenture dated as of April 1, 2017 between the Authority and UMB Bank, N.A., as trustee (the "Indenture"), as may be amended or supplemented from time to time).

WITNESSETH:

1. The Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri (the "Act") to issue bonds for the purpose of paying all or part of the cost of a "project," as defined in the Act.

2. The County is authorized and empowered under the TIF Act to implement certain redevelopment projects and to provide for the costs thereof.

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

4. On August 30, 2016, the County Commission adopted (1) Order No. 8-30-2016-1 approving the Redevelopment Plan and designating the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act, (2) Order No. 8-30-2016-2 approving a redevelopment project for and adopting tax increment financing within the portion of the Redevelopment Area described in the Redevelopment Plan as "RPA 1" and (3) Order No. 8-30-2016-3 authorizing the County to execute and enter into a redevelopment agreement (the "Redevelopment Agreement") among the County, the City, UTW Rolla Development, LLC (the "Developer") and UTW Rolla Project, Inc. (the "Noteholder").

5. On September 6, 2016, the City Council adopted Ordinance No. 4298 authorizing the City to execute and enter into the Redevelopment Agreement. The Redevelopment Agreement was executed as of February 1, 2017.

6. The Move Rolla Transportation Development District (the "TDD") imposes a 1% sales tax (the "TDD Sales Tax") within its boundaries, which include the Redevelopment Area.

7. The City, the TDD, the Developer and the Noteholder have entered into a Rolla West Transportation Project Financing and Maintenance Agreement dated as of February 1, 2017 (the "Rolla West TDD Project Agreement"), concerning the TDD's funding of transportation improvements benefitting RPA 1.

8. Pursuant to the Redevelopment Agreement and the Rolla West TDD Project Agreement, and subject in certain instances to annual appropriation by the applicable entity, the County will contribute certain TIF Revenues, the City will contribute certain Additional City Revenues and the TDD...
will contribute certain On-Site District Revenues toward the financing of eligible redevelopment project costs and transportation project costs under the TIF Act and the TDD Act.

9. On March 6, 2017, the Board of Directors of the TDD adopted Resolution No. 2017-18 approving the Authority’s issuance of the Series 2017A Bonds and the Series 2017B Notes and the execution of this Financing Agreement.

10. On March 7, 2017, the County Commission adopted Order No. 3-7-2017-1 approving the Authority’s issuance of the Series 2017A Bonds and the Series 2017B Notes and the execution of this Financing Agreement.

11. On March 8, 2017, the Board of Directors of the Authority adopted a resolution (the “Authority Bond Resolution”) authorizing the issuance of (a) the Series 2017A Bonds and (b) the Series 2017B Notes, for the purpose of (i) funding the costs of the RPA 1 Redevelopment Project (including the Rolla West TDD Project, which is part of the RPA 1 Redevelopment Project), (b) funding a debt service reserve fund to secure the Series 2017A Bonds, (c) funding capitalized interest on the Series 2017A Bonds and (d) paying the costs of issuance of the Series 2017A Bonds and the Series 2017B Notes.

12. On March 20, 2017, the City Council adopted Ordinance No. ___ approving the Authority’s issuance of the Series 2017A Bonds and the Series 2017B Notes and the execution of this Financing Agreement.

13. Pursuant to the foregoing, the Authority, the City, the County and the TDD are authorized to execute and deliver this Financing Agreement for the purpose of securing the Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Authority, the City, the County and the TDD do hereby represent, covenant and agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions of Words and Terms. Capitalized terms not defined in this Financing Agreement shall have the meanings set forth in the Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are not a part of this document.
(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II
REPRESENTATIONS

Section 2.1. Representations by the Authority. The Authority represents and warrants to the City as follows:

(a) Organization and Authority. The Authority (1) is a public corporation duly organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement, the Indenture and any other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the “Authority Documents”), and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other Authority Documents acting by and through its duly authorized officers.

(b) No Defaults or Violations of Law. The execution and delivery of this Financing Agreement and the other Authority Documents by the Authority will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Authority is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory laws, rules or regulations applicable to the Authority or its property.

(c) Public Purpose. The RPA 1 Redevelopment Project and the Rolla West TDD Project will further the public purposes of the Act.

(d) No Litigation. To the knowledge of the Authority, there is no litigation or proceeding pending or threatened against the Authority or any other person affecting the right of the Authority to execute or deliver this Financing Agreement or the other Authority Documents or the ability of the Authority to comply with its obligations under this Financing Agreement or the other Authority Documents. Neither the execution and delivery of this Financing Agreement by the Authority nor compliance by the Authority with its obligations under this Financing Agreement requires the approval of any entity whose approval has not been obtained.

(e) No Conflicts of Interest. No member of the Board of Directors of the Authority or any other officer of the Authority has any significant or conflicting interest, financial, employment or otherwise, in the City, the County, the TDD, the RPA 1 Redevelopment Project, or the Rolla West TDD Project or in the transactions contemplated hereby.

Section 2.2. Representations by the City. The City represents and warrants to the Authority and the Trustee as follows:

(a) Organization and Authority. The City (1) is a third-class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of
Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the “City Documents”) and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other City Documents, acting by and through its duly elected Board of Aldermen.

(b) **No Defaults or Violations of Law.** The execution and delivery of this Financing Agreement and the other City Documents by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the City is a party or by which it or any of its property is bound or its charter, or any of the laws, rules or regulations applicable to the City or its property.

(c) **Public Purpose.** The use of Additional City Revenues, as contemplated by the Redevelopment Agreement and this Financing Agreement, is in furtherance of the City’s public purposes.

(d) **No Litigation.** To the knowledge of the City, there is no litigation or proceeding pending or threatened against the City or any other person affecting the right of the City to execute this Financing Agreement or the other City Documents or the ability of the City to comply with the obligations under this Financing Agreement or the other City Documents. Neither the execution and delivery of this Financing Agreement by the City nor compliance by the City with its obligations under this Financing Agreement requires the approval of any regulatory body or any other entity, which approval has not been obtained.

(e) **No Conflicts of Interest.** No member of the City Council has any significant or conflicting interest, financial, employment or otherwise, in the County, the TDD, the RPA 1 Redevelopment Project, or the Rolla West TDD Project or in the transactions contemplated hereby.

**Section 2.3. Representations by the County.** The County represents and warrants to the Authority and the Trustee as follows:

(a) **Organization and Authority.** The County (1) is a third-class county and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the “County Documents”) and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other County Documents, acting by and through its duly elected Board of Aldermen.

(b) **No Defaults or Violations of Law.** The execution and delivery of this Financing Agreement and the other County Documents by the County will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the County is a party or by which it or any of its property is bound or its charter, or any of the laws, rules or regulations applicable to the County or its property.
(c) Public Purpose. The RPA 1 Redevelopment Project is permitted by the TIF Act and is in furtherance of the County’s public purposes.

(d) No Litigation. To the knowledge of the County, there is no litigation or proceeding pending or threatened against the County or any other person affecting the right of the County to execute this Financing Agreement or the other County Documents or the ability of the County to comply with the obligations under this Financing Agreement or the other County Documents. Neither the execution and delivery of this Financing Agreement by the County nor compliance by the County with its obligations under this Financing Agreement requires the approval of any regulatory body or any other entity, which approval has not been obtained.

(e) No Conflicts of Interest. No member of the County Commission has any significant or conflicting interest, financial, employment or otherwise, in the City, the TDD, the RPA 1 Redevelopment Project, or the Rolla West TDD Project or in the transactions contemplated hereby.

Section 2.4. Representations by the TDD. The TDD represents and warrants to the Authority and the Trustee as follows:

(a) Organization and Authority. The TDD (1) is a transportation development district and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other documents required to be executed and delivered by it in connection with the issuance of the Bonds (collectively, the “TDD Documents”) and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other TDD Documents, acting by and through its duly authorized directors.

(b) No Defaults or Violations of Law. The execution and delivery of this Financing Agreement and the other TDD Documents by the TDD will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the TDD is a party or by which it or any of its property is bound, or any of the laws, rules or regulations applicable to the TDD or its property.

(c) Public Purpose. The Rolla West TDD Project is permitted by the TDD Act and is in furtherance of the TDD’s public purposes.

(d) No Litigation. To the knowledge of the TDD, there is no litigation or proceeding pending or threatened against the TDD or any other person affecting the right of the TDD to execute this Financing Agreement or the other TDD Documents or the ability of the TDD to comply with the obligations under this Financing Agreement or the other TDD Documents. Neither the execution and delivery of this Financing Agreement by the TDD, nor compliance by the TDD with its obligations under this Financing Agreement require the approval of any regulatory body or any other entity, which approval has not been obtained.

(e) No Conflicts of Interest. No member of the Board of Directors of the TDD has any significant or conflicting interest, financial, employment or otherwise, in the RPA 1 Redevelopment Project, or the Rolla West TDD Project or in the transactions contemplated hereby.
Section 2.5. Survival of Representations. All representations of the Authority, the City, the County and the TDD contained in this Financing Agreement or in any certificate or other instrument delivered by any such party pursuant to this Financing Agreement or any other Authority Documents, City Documents, County Documents or TDD Documents, or in connection with the transactions contemplated hereby or thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

ARTICLE III

ISSUANCE OF THE BONDS; TRANSFER OF REVENUES

Section 3.1. Issuance of Bonds. To provide funds for the purposes set forth in the Recitals to this Financing Agreement, the Authority agrees that it will issue, sell and deliver the Bonds to the Original Purchaser as provided in the Indenture. The net proceeds of the sale of the Bonds shall be paid to the Trustee for the account of the Authority and for the benefit of the City, the County, the Developer, the Noteholder and the TDD. The net proceeds shall be disbursed in accordance with Article IV of the Indenture.

Section 3.2. Transfer of Revenues.

(a) On the 15th calendar day of each month (or the next Business Day thereafter if the 15th is not a Business Day) while the Bonds are Outstanding, the County shall transfer to the Trustee for application pursuant to Section 402(b) of the Indenture, 75% of all Payments in Lieu of Taxes in the PILOTs Subaccount and, subject to annual appropriation by the County, 100% of all Economic Activity Tax Revenues on deposit in the EATS Subaccount of the Special Allocation Fund, together with a written report in substantially the form attached as Exhibit A hereto. The County hereby pledges such revenues to the timely payment of all amounts due and owing under Section 402(b) of the Indenture, subject to annual appropriation of the Economic Activity Tax Revenues. The foregoing provisions shall not be construed to impose any legal obligation on the County to appropriate moneys for the payment of the Bonds.

(b) On the 15th calendar day of each month (or the next Business Day thereafter if the 15th is not a Business Day) while the Bonds are Outstanding, the City shall transfer to the Trustee for application pursuant to Section 402(b) of the Indenture, subject to annual appropriation by the City, the Additional City Revenues, together with a written report in substantially the form attached as Exhibit B hereto. The City hereby pledges such revenues to the timely payment of all amounts due and owing under Section 402(b) of the Indenture, subject to annual appropriation. The City further agrees that each monthly transfer of Additional City Revenues required by this subsection shall, to the extent there are adequate Transportation Sales Tax Revenues generated to support such amount, include a City General Fund Contribution equal to at least $3,000 in lieu of revenues from other sources, including the City's 0.5% transportation sales tax. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the Bonds.

(c) On the 15th calendar day of each month (or the next Business Day thereafter if the 15th is not a Business Day) while the Bonds are Outstanding, the TDD shall transfer to the Trustee for application pursuant to Section 402(b) of the Indenture, subject to annual appropriation by the TDD, the On-Site District Revenues, together with a written report in substantially the form attached as Exhibit C hereto. The TDD hereby pledges such revenues to the timely payment of all amounts due and owing under Section 402(b) of the Indenture, subject to annual appropriation. The foregoing provisions shall
not be construed to impose any legal obligation on the TDD to appropriate moneys for the payment of the Bonds.

(d) NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY, (1) THE OBLIGATION OF THE COUNTY TO TRANSFER NET REVENUES CONSISTING OF PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAX REVENUES TO THE TRUSTEE AND (2) THE OBLIGATION OF THE CITY TO TRANSFER NET REVENUES CONSISTING OF ADDITIONAL CITY REVENUES TO THE TRUSTEE TERMINATE ON AUGUST 29, 2039, WHETHER OR NOT THE PRINCIPAL AMOUNT OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL. NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE BONDS TO THE CONTRARY, THE OBLIGATION OF THE TDD TO TRANSFER NET REVENUES CONSISTING OF ON-SITE DISTRICT REVENUES TO THE TRUSTEE TERMINATES ON MAY 1, 2047, WHETHER OR NOT THE PRINCIPAL AMOUNT OF OR INTEREST ON THE BONDS HAS BEEN PAID IN FULL.

ARTICLE IV

NET REVENUES

Section 4.1. Special Allocation Fund. The County has previously established and shall hold the Special Allocation Fund in accordance with the provisions of the TIF Act, subject to the pledge of certain accounts therein to the Trustee pursuant to this Financing Agreement and the Indenture. The Special Allocation Fund, and the accounts therein, shall be segregated on the books and records of the County and shall be kept separate and apart on the books and records of the County from all other moneys, revenues, funds and accounts of the County and shall not be commingled with any other moneys, revenues, funds and accounts of the County.

Section 4.2. Use of Special Allocation Fund.

(a) The PILOTS Account and the EATS Account of the Special Allocation Fund shall be maintained and administered by the County solely for the purposes provided herein and in the Indenture until the earlier of (1) the discharge of the Indenture in accordance with Article IX thereof or (2) August 29, 2039.

(b) The County shall, immediately upon receipt thereof, deposit all Payments in Lieu of Taxes received by it in the PILOTS Account of the Special Allocation Fund. The City shall thereafter transfer all such amounts to the Trustee pursuant to Section 3.2 hereof.

(c) The County shall, immediately upon receipt thereof, deposit all Economic Activity Tax Revenues received by it in the EATS Account of the Special Allocation Fund. Subject to appropriation, the County shall thereafter transfer all amounts on deposit in the EATS Account of the Special Allocation Fund to the Trustee pursuant to Section 3.2 hereof.

(d) Notwithstanding any provision of the Redevelopment Agreement or the Rolla West TDD Project Agreement to the contrary, the City, the County and the TDD hereby acknowledge and agree that the terms of the Indenture relating to the transfer and application of Net Revenues shall control.
(e) The Authority, the City, the County and the TDD each covenants and agrees that it will not authorize or issue bonds, notes or other obligations payable from Net Revenues, except for the Series 2017A Bonds, the Series 2017B Notes and any Additional Bonds authorized by the Indenture.

Section 4.3. Collection of Revenues; Covenant Regarding Real Property Tax Abatement.

(a) The County shall comply with the provisions of the Redevelopment Agreement relating to collection of Payments in Lieu of Taxes and Economic Activity Tax Revenues in such manner as the County deems prudent and advisable in its good faith discretion.

(b) The City shall comply with the provisions of the Redevelopment Agreement relating to collection of the Additional City Revenues in such manner as the City deems prudent and advisable in its good faith discretion.

(c) The TDD may, in its sole discretion, take such action as the District deems appropriate to (i) cause the Missouri Department of Revenue to collect the TDD Sales Tax and (ii) cause retailers to pay the TDD Sales Tax. The TDD hereby agrees that the Trustee may take such lawful action within its control to cause the Missouri Department of Revenue to collect the TDD Sales Tax and to cause retailers to pay the TDD Sales Tax.

(d) The City and the County covenant and agree that neither entity will authorize or grant real property tax abatement within RPA 1 prior to August 30, 2039.

Section 4.4. Covenant to Request Appropriations.

(a) The County covenants and agrees that the officer of the County at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the County Commission for each fiscal year that the Bonds are Outstanding a request for an appropriation of the Net Revenues on deposit in the EATS Account of the Special Allocation Fund for transfer to the Trustee for deposit in the Revenue Fund at the times and in the manner provided in Section 402 of the Indenture. Any funds appropriated as the result of such a request shall be transferred by the County to the Trustee at the times and in the manner provided in Section 3.2 hereof and Section 402 of the Indenture.

(b) The City covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the City Council for each fiscal year that the Bonds are Outstanding a request for an appropriation of the Additional City Revenues in a manner consistent with Section 402 of the Indenture. Any funds appropriated as the result of such a request shall be transferred by the City to the Trustee at the times and in the manner provided in Section 3.2(b) hereof and Section 402 of the Indenture.

(c) The TDD covenants and agrees that the officer of the TDD at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the Board of Directors of the TDD for each fiscal year of the TDD that the Bonds are Outstanding a request for an appropriation of the On-Site District Revenues in a manner consistent with Section 402 of the Indenture. Any funds appropriated as the result of such a request shall be transferred by the TDD to the Trustee at the times and in the manner provided in Section 3.2(c) hereof and Section 402 of the Indenture.

(d) The parties acknowledge that tax increment financing expires on August 29, 2039. No Economic Activity Tax Revenues or Additional City Revenues will be paid to the Trustee after such date.
(e) No On-Site District Revenues will be paid to the Trustee after May 1, 2047.

Section 4.5. Enforcement of Agreements.

(a) The City and the County shall enforce the provisions of the Redevelopment Agreement and the City and the TDD shall enforce the provisions of the Rolla West TDD Project Agreement in such manner as the parties deems prudent and advisable in their good faith discretion. The City, the County and the TDD may enforce all appropriate available remedies thereunder, including particularly any actual, agreed or liquidated damages for failure to perform under the Redevelopment Agreement or the Rolla West TDD Project Agreement, and shall transfer to the Trustee for deposit to the Revenue Fund all sums received on account of such damages after deduction of the costs of enforcement.

(b) The City, the County and TDD, as applicable, shall notify the Trustee in writing as to any material failure of performance under the Redevelopment Agreement or the Rolla West TDD Project Agreement, and at the time of such notification the City, the County or the TDD, as applicable, shall also advise the Trustee what action such party proposes to take in enforcing available remedies. If, in the sole judgment of the Trustee, such action is less likely to be effective than some other or additional action, the Trustee may so advise the City, the County or the TDD, as applicable, promptly in writing. If, within 30 days following advice by the Trustee that some additional or other action would be more effective, the applicable party has not taken such other or additional action, and the Trustee has not, after consultation with the applicable party, withdrawn such advice, upon receipt of indemnification satisfactory to it, the Trustee is hereby authorized to take such action, whether the action was suggested by the Trustee or otherwise, as the Trustee may deem most expedient and in the interest of the Owners of the Bonds. In furtherance of the rights granted to the Trustee by this Section, the City, the County and the TDD hereby assign to the Trustee all of the rights they may have in the enforcement of the Redevelopment Agreement and the Rolla West TDD Project Agreement, further authorizing the Trustee in its own name or in the name of the City, the County or the TDD, as applicable, to bring such actions, employ such counsel, execute such documents and do such other things as may in the judgment of the Trustee be necessary or appropriate under the circumstance at the expense of the Trust Estate.

(c) The City, the County and the TDD shall not modify, amend or waive any provision of the Redevelopment Agreement or the Rolla West TDD Project Agreement without the prior written consent of the Trustee, whose consent shall not be unreasonably withheld or delayed. The Trustee may withhold its consent to any such proposed modification, amendment or waiver of the Redevelopment Agreement or the Rolla West TDD Project Agreement if the proposed modification, amendment or waiver may adversely affect the security for the Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes or as may impose additional duties on the Trustee that were not contemplated upon the original execution of the Indenture. The Trustee shall be entitled to receive and rely upon an Opinion of Counsel as to whether any such proposed modification, amendment or waiver may adversely affect the security for the Bonds or the interests of the Owners thereof or may adversely affect the exclusion of interest on the Bonds from gross income of the Owners thereof for federal income tax purposes or as may impose additional duties on the Trustee that were not contemplated upon the original execution of the Indenture.
ARTICLE V
GENERAL COVENANTS AND PROVISIONS

Section 5.1. Continuing Disclosure. The Authority covenants and agrees that it will execute and deliver a continuing disclosure agreement, or a similar undertaking, which will satisfy Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (as in effect and interpreted from time to time, the “Rule”), and will observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof, for the benefit of the Owners or beneficial owners from time to time of the Outstanding Bonds as therein provided. Notwithstanding any other provision of this Financing Agreement, the failure of the Authority to comply with the continuing disclosure agreement or similar undertaking shall not be considered an event of default under this Financing Agreement or under the Indenture.

Section 5.2. Tax Covenants. The City, the County, the TDD and the Authority covenant and agree to comply with all provisions and requirements of the Tax Compliance Agreement executed in connection with the issuance of the Bonds.

Section 5.3. Obligations Under Indenture. The City hereby agrees to assume the obligations imposed on it under the Indenture.

ARTICLE VI
ASSIGNMENT

Section 6.1. Assignment by the Authority. The Authority, by means of the Indenture and as security for the payment of the principal of, and redemption premium, if any, and interest on the Bonds, will assign, pledge and grant a security interest in all of its rights, title and interests in, to and under this Financing Agreement to the Trustee for the benefit of the Owners (reserving its Unassigned Authority’s Rights).

Section 6.2. Restriction on Transfer of Authority’s Interests. The Authority will not sell, assign, transfer or convey its interests in this Financing Agreement or the Net Revenues except pursuant to the Indenture and this Financing Agreement.

Section 6.3. Restriction on Transfer of City, County and TDD Interests. The City, the County and the TDD will not sell, assign, transfer or convey their respective interests in the Net Revenues or this Financing Agreement.

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined. The term “Event of Default” shall mean any one or more of the following events:

(a) Failure by the City, the County or the TDD to timely transfer revenues to the Trustee pursuant to Section 3.2 hereof.
(b) Failure by the City, the County or the TDD to observe and perform any covenant, condition or agreement on the part of the applicable party under this Financing Agreement, other than as referred to in the preceding subparagraph (a) of this Section, for a period of 30 days after written notice of such default has been given to the applicable party by the Trustee or the Authority, during which time such default is neither cured by the applicable party nor waived in writing by the Trustee, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the City, the County or the TDD, as applicable, shall be granted additional time to cure the default so long as corrective action is instituted by the applicable party within the 30-day period and diligently pursued to completion.

(c) The filing by the City, the County or the TDD of a voluntary petition in bankruptcy, or failure by the City, the County or the TDD to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the applicable party to carry on its operation, or adjudication of the applicable party as a bankrupt, or assignment by the City, the County or the TDD for the benefit of creditors, or the entry by the City, the County or the TDD into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City, the County or the TDD in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted.

(d) Any representation or warranty by the City, the County or the TDD herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the financing contemplated herein shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Trustee or cured by the City, the County or the TDD, as applicable, within 30 days after notice thereof has been given to the applicable party.

(e) The occurrence of an Event of Default as specified in Section 701 of the Indenture.

Section 7.2. Remedies on an Event of Default.

(a) Whenever any Event of Default has occurred and is continuing, the Trustee, as the assignee of the Authority, may take any one or more of the remedial steps set forth in the Indenture; provided that if the principal of all Bonds then Outstanding and the interest accrued thereon has been declared immediately due and payable pursuant to the provisions of Section 702 of the Indenture, the Trustee may immediately proceed to take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein or in the Indenture, as may appear necessary or desirable to collect the amounts payable pursuant to this Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the City, the County or the TDD under this Financing Agreement or the Indenture.

(b) Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied in accordance with Section 708 of the Indenture.

(c) Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until indemnity satisfactory to it has been furnished to the Trustee at no cost or expense to the Trustee, except as otherwise provided in Section 801(1) of the Indenture.
Section 7.3. No Remedy Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.4. Parties to Give Notice of an Event of Default. The Authority, the City, the County and the TDD shall each promptly give to the Trustee written notice of any Event of Default of which such party, as the case may be, has actual knowledge or written notice, however, no party shall be liable for failing to give such notice.

Section 7.5. Performance of the City, County and TDD Obligations. If the City, the County or the TDD fails to keep or perform any of its obligations as provided in this Financing Agreement, then the Trustee may (but shall not be obligated so to do), upon the continuance of such failure on the applicable party’s part for 30 days after notice of such failure is given to the applicable party by the Trustee, and without waiving or releasing the applicable party from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the Trustee and all necessary incidental costs and expenses incurred by the Trustee in performing such obligations shall be paid to the Trustee in accordance with Section 402 and Section 802 of the Indenture.

Section 7.6. Remedial Rights Assigned to the Trustee. Upon the execution and delivery of the Indenture, the Authority will thereby have assigned to the Trustee all rights and remedies conferred upon or reserved to the Authority by this Financing Agreement other than the Unassigned Authority’s Rights. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Authority by this Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and hereby. The Trustee shall be deemed a third party creditor beneficiary of all representations, warranties, covenants and agreements contained herein.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Authorized Representatives. Whenever under this Financing Agreement the approval of the Authority, the City, the County or the TDD is required or a party is required or permitted to take some action, such approval shall be given or such action shall be taken by the Authorized Authority Representative, the Authorized City Representative, the Authorized County Representative or the Authorized TDD Representative, as applicable, and the Trustee shall be authorized to act on any such approval or action.

Section 8.2. Term of Financing Agreement. This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until the Bonds are deemed to be paid within the meaning of Article IX of the Indenture and provision has been made for paying all other sums payable under this Financing Agreement and the Indenture.
Section 8.3. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand delivery or overnight delivery service or on the third day following the day on which the same has been mailed by registered or certified mail, postage prepaid, addressed as specified in Section 1102 of the Indenture, except that any of the foregoing given to the Trustee shall be effective only upon receipt. A duplicate copy of each notice, certificate or other communication given hereunder to any party mentioned in said Section 1102 shall be given to all other parties mentioned therein (other than the Owners of the Bonds unless a copy is required to be furnished to them by other provisions of this Financing Agreement or the Indenture). The Authority, the City, the County, the TDD or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

Section 8.4. Performance Date Not a Business Day. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 8.5. Binding Effect. This Financing Agreement shall inure to the benefit of and shall be binding upon the parties hereto, the Trustee and their respective successors and assigns.

Section 8.6. Amendments, Changes and Modifications. Except as otherwise provided in this Financing Agreement or in the Indenture, subsequent to the issuance of Bonds and prior to all of the Bonds being deemed to be paid in accordance with Article IX of the Indenture and provision being made for the payment of all sums payable under the Indenture in accordance with Article IX thereof, this Financing Agreement may not be effectively amended, changed, modified, altered or terminated without the prior concurring written consent of the Trustee, given in accordance with the Indenture.

Section 8.7. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.8. No Pecuniary Liability. Notwithstanding the language or implication of any provision, representation, covenant or agreement to the contrary, no provision, representation, covenant or agreement contained in this Financing Agreement or in the Indenture, the Bonds, or any obligation herein or therein imposed upon the Authority, the City, the County or the TDD, or the breach thereof, shall constitute or give rise to or impose upon the Authority, the City, the County or the TDD a pecuniary liability (except to the extent of any Net Revenues actually received by the City, the County or the TDD and appropriated to the payment of the Bonds). No provision hereof shall be construed to impose a charge against the general credit of the Authority, the City, the County or the TDD or any personal or pecuniary liability upon any director, officer, agent, governing body member or employee of the Authority, the City, the County or the TDD.

Section 8.9. Extent of Covenants; No Personal or Pecuniary Liability.

(a) All covenants, obligations and agreements of the Authority contained in this Financing Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, agent or employee of the Authority in other than his official capacity, no official executing the Bonds shall be liable personally on the Bonds and no present or future member, officer, agent or employee of the Authority shall be subject to any personal liability or accountability by reason of the issuance of the Bonds or by reason of the covenants, obligations or
agreements of the Authority contained in this Financing Agreement or in the Indenture. No provision, covenant or agreement contained in this Financing Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon the Authority a pecuniary liability or a charge.

(b) All covenants, obligations and agreements of the City, the County and the TDD contained in this Financing Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future governing body member, officer, director, agent or employee of the City, the County or the TDD in other than his or her official capacity, and no present or future governing body member, officer, director, agent or employee of the City, the County or the TDD shall be subject to any personal liability or accountability by reason of the issuance of the Bonds or by reason of the covenants, obligations or agreements of the City contained in this Financing Agreement. No provision, covenant or agreement contained in this Financing Agreement, or any obligation herein imposed upon the City, the County or the TDD, or the breach thereof, shall constitute or give rise to or impose upon the City, the County or the TDD a pecuniary liability or a charge (except to the extent of any Net Revenues actually received by the City, the County or the TDD and appropriated to the payment of the Bonds).

Section 8.10. General Limitation. ANY OTHER TERM OR PROVISION OF THIS FINANCING AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, NONE OF THE CITY, THE COUNTY, THE TDD NOR THE AUTHORITY SHALL BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 8.11. Severability. If any provision of this Financing Agreement is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Financing Agreement contained shall not affect the remaining portions of this Financing Agreement, or any part thereof.

Section 8.12. Governing Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State.

Section 8.13. Electronic Means. The parties agree that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telememos, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]
IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ROLLA, MISSOURI, the CITY OF ROLLA, MISSOURI, PHELPS COUNTY, MISSOURI and the MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT have caused this instrument to be executed on their behalf all as of the date first above written.

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ROLLA, MISSOURI

(Seal)

By: ______________________________
Chairman

ATTEST:

By: ______________________________
Secretary

[Financing Agreement]

-15-
CITY OF ROLLA, MISSOURI

(Seal)

ATTEST:

By: ________________________________
    Mayor

By: ________________________________
    City Clerk
PHELPS COUNTY, MISSOURI

By:
Presiding Commissioner

By:
Clerk of the County Commission

[Financing Agreement]
MOVE ROLLA TRANSPORTATION
DEVELOPMENT DISTRICT

(Seal)

ATTEST:

By:

Chairman

By:

Secretary

[Financing Agreement]
EXHIBIT A

(Form of County Monthly Report)

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: The Industrial Development Authority of the City of Rolla, Missouri, Tax Increment and Special District Revenue Bonds (Westside Marketplace Redevelopment Project - RPA 1), Series 2017A and Subordinate Taxable Tax Increment and Special District Revenue Notes (Westside Marketplace Redevelopment Project - RPA 1), Series 2017B

Ladies and Gentlemen:

Please be advised that during the month of __________, [year], Phelps County, Missouri, received and deposited $_________ in the EATS Account of the Special Allocation Fund and $_________ in the PILOTS Account of the Special Allocation Fund. The County has transferred all of the money in the EATS Account to the Trustee for deposit into the EATS Account of the Revenue Fund and 75% of the money in the PILOTS Account to the Trustee for deposit into the PILOTS Account of the Revenue Fund.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Trust Indenture dated as of April 1, 2017 (the “Indenture”), between The Industrial Development Authority of the City of Rolla, Missouri and UMB Bank, N.A., as trustee (the “Trustee”).

PHELPS COUNTY, MISSOURI

By: City of Rolla, Missouri

By: ________________________________
Title: ______________________________

cc: Stifel, Nicolaus & Company, Incorporated
EXHIBIT B
(Form of City Monthly Report)

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: The Industrial Development Authority of the City of Rolla, Missouri, Tax Increment and Special District Revenue Bonds (Westside Marketplace Redevelopment Project - RPA 1), Series 2017A and Subordinate Taxable Tax Increment and Special District Revenue Notes (Westside Marketplace Redevelopment Project - RPA 1), Series 2017B

Ladies and Gentlemen:

Please be advised that during the month of __________, [year], the City of Rolla, Missouri has or will transfer the sum of $_________ to the Trustee constituting the Additional City Revenues.

The Trustee is hereby directed to deposit $_________ of such funds in the Capital Improvement Sales Tax Account of the Revenue Fund and $_________ of such funds in the Transportation Sales Tax Account of the Revenue Fund (of which, $_________ is a City General Fund Contribution).

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Trust Indenture dated as of April 1, 2017 (the “Indenture”), between The Industrial Development Authority of the City of Rolla, Missouri and UMB Bank, N.A., as trustee (the “Trustee”).

CITY OF ROLLA, MISSOURI

By: ____________________________

Title: ____________________________

cc: Stifel, Nicolaus & Company, Incorporated
EXHIBIT C

(Form of TDD Monthly Report)

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: The Industrial Development Authority of the City of Rolla, Missouri, Tax Increment and Special District Revenue Bonds (Westside Marketplace Redevelopment Project - RPA 1), Series 2017A and Subordinate Taxable Tax Increment and Special District Revenue Notes (Westside Marketplace Redevelopment Project - RPA 1), Series 2017B

Ladies and Gentlemen:

Please be advised that during the month of [_______] [year], the Move Rolla Transportation Development District has or will transfer the following funds to the Trustee:

$__________ constituting the On-Site District Revenues; and

$__________ constituting the Economic Activity Tax Revenues.

The Trustee is hereby directed to deposit such funds in the applicable accounts of the Revenue Fund.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Trust Indenture dated as of April 1, 2017 (the “Indenture”), between The Industrial Development Authority of the City of Rolla, Missouri and UMB Bank, N.A., as trustee (the “Trustee”).

MOVE ROLLA TRANSPORTATION
DEVELOPMENT DISTRICT

By: ____________________________
Title: __________________________

cc: Stifel, Nicolaus & Company, Incorporated
EXHIBIT C
INTERGOVERNMENTAL COOPERATION AGREEMENT
INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is made and entered into as of the 1st day of March, 2017, by and among the MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT, a transportation development district and political subdivision of the State of Missouri (the "District"), the CITY OF ROLLA, MISSOURI, a third-class city and political subdivision of the State of Missouri (the "City"), and PHELPS COUNTY, MISSOURI, a third-class county and political subdivision of the State of Missouri (the "County") (each a "Party" and collectively, the "Parties," unless otherwise noted herein).

Recitals:

1. The District was created pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act"), by petition of the City and the County to the Circuit Court of Phelps County, Missouri and approval of the qualified voters within the District for the purpose of levying a sales tax (the "District Sales Tax") to fund the completion of the transportation projects described on Exhibit A attached hereto (excluding the "Rolla West TDD Improvements" described on Exhibit A, the "Transportation Projects").

2. This Agreement is being entered into to memorialize (a) the Parties' obligations with respect to the funding and completion of the Transportation Projects and (b) the City's and the County's approvals of the applicable portions of the Transportation Projects in their capacities as local transportation authorities (as defined in the TDD Act).

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

Section 1. Representations.

(a) District. The District hereby represents and warrants to the City and the County that (a) the District is authorized to enter into and perform this Agreement, (b) this Agreement was duly authorized by the governing body of the District, and (c) this Agreement is binding upon, and enforceable against the District, in accordance with its terms.

(b) City. The City hereby represents and warrants to the District and the County that (a) the City is authorized to enter into and perform this Agreement, (b) this Agreement was duly authorized by the governing body of the City, and (c) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.

(c) County. The County hereby represents and warrants to the District and the City that (a) the County is authorized to enter into and perform this Agreement, (b) this Agreement was duly authorized by the governing body of the County, and (c) this Agreement is binding upon, and enforceable against the County, in accordance with its terms.

Section 2. Transportation Projects.

(a) Approval of Transportation Projects. Subject to the preparation of satisfactory plans and specifications, the City and the County hereby approve the applicable portions of the Transportation Projects that are subject to their respective jurisdictions as local transportation authorities (as defined in the TDD Act).
(b) **Funding for Transportation Projects.** The District, to the extent feasible, will issue bonds or other obligations to finance the costs of the Transportation Projects. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to limit the ability of any Party to provide additional or alternative funding for the Transportation Projects or any portion thereof.

(c) **Schedule for Construction of Transportation Projects.** The Parties shall cooperate in good faith to cause the completion of the initial phases of the Transportation Projects in accordance with the schedule attached as Exhibit B hereto. Additional phases of Transportation Projects may be pursued if and when funding is identified.

(d) **Construction Standards; Dedication.** All Transportation Projects undertaken in City or County rights-of-way shall be completed in accordance with City or County standards for completing similar transportation improvements, as applicable, and shall be dedicated to the City or the County, as applicable, upon completion. The Parties intend that this Agreement will constitute the agreement regarding development and ongoing maintenance required by Section 238.225 of the TDD Act.

**Section 3.** **Miscellaneous.**

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

(b) **Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the Parties, or any Party, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Cooperation Agreement to be executed as of the date first written above.

MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT

By: ____________________________
Name: Louis J. Magdits, IV
Title: Chairman

CITY OF ROLLA, MISSOURI

By: ____________________________
Name: Louis J. Magdits, IV
Title: Mayor

PHELPS COUNTY, MISSOURI

By: ____________________________
Name: Randy Verkamp
Title: Presiding Commissioner
EXHIBIT A

TRANSPORTATION PROJECTS

The Transportation Projects consist of the acquisition, design and construction of the following transportation-related improvements in and around the District:

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, paving, 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, 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 benefitting 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.
EXHIBIT D

ADMINISTRATIVE SERVICES AGREEMENT
ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (this "Agreement") dated as of ___________, 2017, is between the CITY OF ROLLA, MISSOURI, a third-class city and political subdivision of the State of Missouri (the "City"), and PHELPS COUNTY, MISSOURI, a third-class county and political subdivision of the State of Missouri (the "County"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Agreement dated as of February 1, 2017 (the "Redevelopment Agreement") among the City, the County, UTW Rolla Development, LLC (the "Developer") and UTW Rolla Project, Inc.

RECITALS:

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

B.   On August 30, 2016, the County Commission adopted Order No. 8-30-2016-1 approving the Redevelopment Plan and designating the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act.

C.   The Redevelopment Agreement relating to the Redevelopment Plan provides that the City will perform certain tasks associated with the administration of the Redevelopment Agreement. The City and County desire to enter into this Agreement to memorialize the City’s agreement to provide additional administrative services with respect to the Redevelopment Plan.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the County hereby covenant and agree as follows:

1.   The County hereby appoints the City as its agent for the purpose of monitoring the Developer’s performance of its obligations under the Redevelopment Agreement. The City will immediately notify the County if the City believes the Developer has materially breached any of its obligations under the Redevelopment Agreement.

2.   The City will, at the request of the County, assist the County with preparation of all statutorily or contractually required reports relating to the Redevelopment Plan, the Redevelopment Project and TIF Obligations including, without limitation, reports required by Section 99.865, RSMo., and any reports required by a continuing disclosure agreement entered into in connection with any TIF Obligations.

3.   As compensation for the City’s duties under this Agreement and the Redevelopment Agreement, the City shall receive the payments designated for the City in Section 6.3(a)(4) of the Redevelopment Agreement.

4.   This Agreement shall remain in full force and effect throughout the term of the Redevelopment Agreement.
The parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF ROLLA, MISSOURI

By: __________________________
    Mayor

PHELPS COUNTY, MISSOURI

By: __________________________
    Presiding Commissioner
EXHIBIT E

TECHNICAL ASSISTANCE CONTRACT
TECHNICAL ASSISTANCE CONTRACT

by and between the

MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT

and the

CITY OF ROLLA, MISSOURI

This TECHNICAL ASSISTANCE CONTRACT (this "Contract") is made and entered into on the ___ day of March, 2017, by and between the MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT (the "MRTDD") and the CITY OF ROLLA, MISSOURI (the "City").

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to the MRTDD. The City shall provide the following services to MRTDD for purposes of providing technical assistance to the MRTDD:

   A. Accounting Services: The City Finance Director and his or her assistants shall undertake the following tasks:

      1) Prepare and maintain project-related accounting files and reports (including such files and reports as are necessary for the City Finance Director to perform his or her role as the MRTDD’s Bond Compliance Officer, as defined in the MRTDD’s Tax and Disclosure Compliance Procedure).

      2) Maintain and manage all necessary bank accounts.

   B. Administrative Services: Qualified individuals employed by the City shall undertake the following tasks:

      1) Provide administrative assistance to the MRTDD Board of Directors, its officers, committees and agents as required and/or requested including staff support, phone and fax support, copying assistance and necessary and ordinary supplies.

      2) Assist the MRTDD in the publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending.

      3) Assist the MRTDD with determining the retailers operating within the MRTDD’s boundaries and gathering information requested by the Missouri Department of Revenue with respect to such retailers.

      4) Prepare any desired correspondence and mailings.

   C. Project Management Services: The City Public Works Director and his or her assistants shall undertake the following tasks:

      1) Oversee and administer construction contracts entered into and/or approved by the MRTDD.

2. MRTDD to Supply. The MRTDD shall supply the City with all needed information for the City to completely and thoroughly fulfill its obligations hereunder.

III. A. 40
3. **Independent Contractor.** Both the MRTDD and the City agree that the City and its employees and representatives will act as independent contractors in the performance of their duties under this Contract. Neither the City nor the MRTDD shall have the authority to obligate or bind the other without the express written consent of the other party.

4. **Confidential Information.** The City agrees that any information received by the City and its employees and representatives during the term of this Contract, and at any time thereafter, will be treated by the City in full confidence when so determined by the MRTDD and in accordance with the Missouri Sunshine Law.

5. **MRTDD to Hold City Harmless.** To the extent permitted by law, the MRTDD will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to the City’s performance of its obligations under this Contract, excepting intentional misconduct or negligence of the City. The MRTDD further warrants and agrees that all data and information provided to the City in conjunction with the City’s performance of its obligations hereunder, is true and correct.

6. **Time of Performance.** The City will provide the services described in this Contract for the period commencing from the effective date of this Contract through September 30, 2022. The time and services of this Contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties.

7. **Consideration.** The MRTDD agrees to pay on a monthly basis the following amounts for services provided pursuant to Section 1 above: $25 per hour for clerical support and $50 per hour for technical/management staff. Billing will include the date, name, rate of pay, and purpose of services provided.

8. **Termination of Contract.** This Contract will terminate September 30, 2022, unless extended by Addendum hereto as provided in Section 6; however, the City or the MRTDD may terminate this Contract without cause by giving the other party not less than ninety (90) days written notice thereof. MRTDD shall pay the cost of services rendered by the City and expenses incurred in the performance of this Contract through the effective date of termination.

9. **Equal Employment Opportunity.** The City and the MRTDD agree that during the performance of this Contract, neither shall discriminate against any employee who is employed in the project covered by this Contract, or discriminate against any applicant for employment due to race, color, religion, sex, age, handicap, or national origin.

10. **Compliance with Applicable Law and Regulation.** In the City’s and the MRTDD’s performance of this Contract each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

11. **Conflict of Interest.** No member of the governing bodies of the MRTDD or the City, and no other officer, employee, or agent of same who exercises any functions or responsibilities in connection with the planning and carrying out of this Contract, shall have any personal financial interest, direct or indirect, in the project or this Contract.

12. **Authority to Enter into Contract - Binding Affect.** Both the City and the MRTDD have been duly authorized to enter into this Contract by their respective governing body and this Contract is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

- 2 -
13. **Governing Law.** This Contract shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

14. **Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, P. O. Box 979, Rolla, Missouri 65402; and to the MRTDD at c/o City of Rolla, P. O. Box 979, Rolla, Missouri 65402 or to such address as any party shall designate to the other from time to time.

15. **Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

16. **Severability of Provisions.** Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract of affecting the validity or enforceability of such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

MOVE ROLLA TRANSPORTATION DEVELOPMENT DISTRICT

Chairman

Attest

CITY OF ROLLA, MISSOURI

Mayor

Attest
EXHIBIT F
PRELIMINARY OFFICIAL STATEMENT

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

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Project #436 – 2017 Concrete Improvements
Old Saint James Road
White Columns Drive
Hypoint Boulevard
McCutchon Drive

BUDGET APPROPRIATION: $ DATE: 03/20/17

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

COMMENTARY:

City staff asked for and received bids for 2017 Concrete Improvements. The following bid was received:

Donald Maggi, Inc. $205,030.65
PO Box 66
Rolla, MO 65402

Council accepted the low bid of $205,030.65 submitted by Donald Maggi, Inc. at the March 6th council meeting. Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with the low bidder for $205,030.65.
ORDINANCE NO. ____________


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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Donald Maggi, Inc., for 2017 Concrete Improvements, Project 436, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this Day of by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Don Maggi, Inc. Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of “FY2017 - CONCRETE IMPROVEMENTS, PROJECT 436”, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor’s proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE 1. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of “FY 2017 – CONCRETE IMPROVEMENTS, PROJECT 436”.

III b. 3.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

**ARTICLE III.** Occupational Safety and Health Administration (OSHA)

Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.
ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $205,030.65 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall complete said work within the specified consecutive calendar days for each street on the Quotation Page No. 25. A Notice to Proceed will be issued for each street as soon as they are made available by City.

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

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

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

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

CITY OF ROLLA, MISSOURI

BY ____________________________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY ____________________________________________
TITLE _________________________________________

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ____________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ____________________________

Notary Public

III  B.C.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development       ACTION REQUESTED: First Reading

ITEM/SUBJECT: A Minor Subdivision, being a Fractional Part of the Southwest Quarter Northwest Quarter, Section 29, Township 38 North, Range 7 West and all of Lot 1, HyPoint Industrial Park North Plat No.3, Rolla, Phelps County, Missouri.

(HyPoint)

DATE: 3-20-2017

GENERAL INFORMATION:

CASE #: 1-13-17

APPLICANT/STATUS OF APPLICANT: RCDC currently owns the northerly 2.31 acres of Lot 2 while the Pepsi-Cola Bottling Co. owns the remaining 2.80 acres of Lot 2 (the south half). The (RCDC) is located at 900 Innovation Drive, suite 208, Rolla, Missouri and owns the balance (Lot 1) for 5.35 acres.

CURRENT ZONING/USE: The bulk of the subject property is zoned M-2 (Heavy Manufacturing District) zoning and M-1 (Light Manufacturing District) zoning. The Pepsi-Cola Bottling Co. has a commercial building on Lot 2 consisting of approximately 25,558 sq. ft. The remainder of Lot 1 is undeveloped and owned by RCDC. The highest and best use of this property is for industrial use.

LOCATION OF SUBDIVISION: The subdivision is located east of State Route V at the intersection with HyPoint Industrial Park North, Plat No. 3, which will provide access to the RCDC property. The Assessor's Account Number is 3342.08 and can be used to identify the location of a given property. See the attached map and legal description.

LOTS: This subdivision includes Lot 1, consisting of 5.35 acres and Lot 2 consisting of 5.11 acres all part of the HyPoint Industrial Park North Plat No. 3. The Pepsi Cola Bottling Co. owns Lot 2 HyPoint Industrial Park North Plat Number 1. The existing interior lot lines associated with the Pepsi Cola parcel (Lot 2) interior lot lines will be eliminated and consolidated.


PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee members at their February 28, 2017 meeting.

ACTION REQUIRED: The Planning and Zoning Commission voted by a margin of 8 to 0 to recommend to the City Council the approval of the request to re-subdivide the subject property as presented.

DEVELOPMENT HISTORY: No subdivision issues have been recorded for this property.
ORDINANCE NO. _______

AN ORDINANCE TO APPROVE THE RE-SUBDIVISION OF A MINOR SUBDIVISION, BEING A FRACTIONAL PART OF THE SOUTHWEST QUARTER NORTHWEST QUARTER, SECTION 29, TOWNSHIP 38 NORTH, RANGE 7 WEST AND ALL OF LOT 1, HYPOINT INDUSTRIAL PARK NORTH PLAT NO. 3, ROLLA, PHELPS COUNTY, MISSOURI (HYPOINT).

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

Section 1: An ordinance to approve the re-subdivision of a Minor Subdivision, being a Fractional Part of the Southwest Quarter Northwest Quarter, Section 29, Township 38 North, Range 7 West and all of Lot 1, HyPoint Industrial Park North Plat No. 1, Rolla, Phelps County, Missouri.

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they do conflict.

Section 3: That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.


APPROVED:

ATTEST: ____________________________
Mayor

City Clerk

APPROVED AS TO FORM:

_______________________________
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development
ACTION REQUESTED: First Reading

ITEM/SUBJECT: The Welty Addition, a Minor Subdivision, being a Consolidation of Lot 5, Block 2, School View Addition No.2 & all of Lot 4 and portions of adjoining vacated alleys, all in Walkers Addition, Rolla, Phelps County, Missouri.

(Welty)
DATE: 3-20-2017

GENERAL INFORMATION:

CASE #: 2-10-2017

APPLICANT/STATUS OF APPLICANT: The subject property (631 Salem Ave. and 808 Orchard Drive), belongs to Gary E. Welty and Colleen D. Welty, being the sole owners of all the real estate shown on this plat attributed to the Welty Addition. Said owners now desire to subdivide the land as shown on the plat, said subdivision to be named “Welty Addition”.

CURRENT ZONING/USE: The subject property located at 631 Salem is zoned R-2 (Two Family District) zoning. The existing property is a single family unit. The lot located at 808 Orchard is zoned R-1(Single Family District) zoning. The highest and best use of this property is for low density residential development given the extent to which the surrounding neighborhood is zoned and developed for residential use.

LOCATION OF SUBDIVISION: The proposed Welty Addition subdivision is located at 631 Salem Ave. and 808 Orchard Drive. The Assessor’s Account Numbers are 8868 and 8878 and can be used to identify the location of a given property. See the attached map and legal description.

LOTS: Lot 5, Block 2 of the School View Addition is vacant and is proposed, along with Lot 4 of Walker’s Addition, to become the Welty Addition. The property owners have expressed some interest in constructing an accessory structure on the lot, along with the existing residence.

PROJECT DESCRIPTION: The proposed project calls for the consolidation of two lots and does not involve new construction of residential units. No zoning changes are anticipated. The two lots consist of 17,729 sq. ft. when combined. The property owners are considering the construction of an accessory structure. The existing zoning is R-1 and R-2 (Two Family District) zoning.


PUBLIC COMMENT/ISSUES: No significant issues were raised by the Development Review Committee members at their February 28, 2017 meeting.

ACTION REQUIRED: The Planning and Zoning Commission voted by a margin of 8 to 0 to recommend to the City Council the approval of the request to re-subdivide the subject property as presented.

IV. B. 1.
ORDINANCE NO. ______

AN ORDINANCE TO APPROVE THE ESTABLISHMENT OF THE WELTY SUBDIVISION, A MINOR SUBDIVISION, BEING A CONSOLIDATION OF LOT 5, BLOCK 2, SCHOOL VIEW ADDITION NUMBER TWO AND ALL OF LOT 4 AND PORTIONS OF ADJOINING VACATED ALLEYS, ALL IN WALKER'S ADDITION ROLLA, PHELPS COUNTY, MISSOURI (WELTY).

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

Section 1: An ordinance to approve the establishment of the Welty Subdivision, a Minor Subdivision, being a Consolidation of Lot 5, Block 2, School View Addition Number Two and all of Lot 4 and portions of adjoining vacated alleys, all in Walker's Addition Rolla, Phelps County, Missouri.

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they do conflict.

Section 3: That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.


APPROVED:


ATTEST: Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Airport Fuel Discount Program

BUDGET APPROPRIATION (IF APPLICABLE) $5,000-$6,000 DATE: March 20, 2017

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

COMMENTARY:

RNA sells between 50,000 and 75,000 gallons of Jet and 100LL fuel in any given year dependent on a number of factors including the economy, price and customer service. Our goal is to generally maintain a $.75 - $1.15 markup on each gallon of gas sold and to monitor that by comparison with other airports within a 50-mile radius (see current fuel pricing with Air Nav).

<table>
<thead>
<tr>
<th>Fuel Sales (gallons)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>2014</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>100LL</td>
</tr>
<tr>
<td>Jet A</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

The City does offer a couple discount programs for larger purchases such as a $.10 discount for fuel-ups over 150 gallons and/or a $.20/gallon annual rebate for purchase over 2,500 gallons. In addition to those posted programs, we have had a long-standing wholesale fuel agreement with Baron Aviation provided they purchase at least 5,000 gallons each year. That program was $.20/gallon over cost and was increased to $.30 over cost five years ago. We now have two relatively new customers, the 135 Charter Operation and a helicopter service, that both used over 5,000 gallons last year. Both are on pace to double that amount in 2017. The Airport Advisory Board discussed a ratcheted large-volume purchase program but for ease of billing and tracking recommended a flat preferred large volume discount of $.35 over cost for customers with purchases over 5,000 gallons in any given calendar year. Staff recommends a trial program for calendar years 2017 and 2018. Discussion needed.

ITEM NO. ___________
# Fuel prices within 50 miles of Rolla, MO 65401

<table>
<thead>
<tr>
<th>Airport / FBO</th>
<th>100LL</th>
<th>Jet A</th>
</tr>
</thead>
<tbody>
<tr>
<td>KVIH Rolla National Airport</td>
<td>$1.66 - $1.76</td>
<td>$1.95 - $2.22</td>
</tr>
<tr>
<td>City of Rolla (FBO)</td>
<td>Phillips 66</td>
<td>FS</td>
</tr>
<tr>
<td>KUBX Cuba Municipal Airport</td>
<td>AS</td>
<td>$3.80</td>
</tr>
<tr>
<td>17 ENE Cuba Municipal Airport (Moshi Field)</td>
<td>AS</td>
<td>$3.80</td>
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<tr>
<td>K33 Salem Memorial Airport</td>
<td>SS</td>
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<tr>
<td>22 SSE City of Salem</td>
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<td>$4.76</td>
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<tr>
<td>KTBN Waynesville-St. Robert Regional Airport-Forney Field</td>
<td>AS</td>
<td>$4.32</td>
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<tr>
<td>22 SW Waynesville-St. Robert Cities Aviation</td>
<td>Phillips 66</td>
<td>AS</td>
</tr>
<tr>
<td>IH3 State Technical College of Missouri Airport</td>
<td>SS</td>
<td>$4.20</td>
</tr>
<tr>
<td>31 N State Technical College of Missouri</td>
<td>independent</td>
<td>SS</td>
</tr>
<tr>
<td>KUUV Sullivan Regional Airport</td>
<td>SS</td>
<td>$3.85</td>
</tr>
<tr>
<td>33 ENE Sullivan Regional Airport</td>
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<td>$3.85</td>
</tr>
<tr>
<td>KAIZ Lee C Fine Memorial Airport</td>
<td>FS</td>
<td>$4.40</td>
</tr>
<tr>
<td>38 WNW City of Osage Beach (FBO)</td>
<td>FS</td>
<td>$4.40</td>
</tr>
<tr>
<td>M48 Houston Memorial Airport</td>
<td>AS</td>
<td>$3.69</td>
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<tr>
<td>39 SSW City of Houston</td>
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<td>KJEF Jefferson City Memorial Airport</td>
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<td>43 NNW Jefferson City Flying Service</td>
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<tr>
<td>KOZS Camdenton Memorial-Lake Regional Airport</td>
<td>FS</td>
<td>$4.40</td>
</tr>
<tr>
<td>44 W Lake Aviation Center</td>
<td>Phillips 66</td>
<td>FS</td>
</tr>
<tr>
<td>K15 Grand Glaize-Osage Beach Airport</td>
<td>FS</td>
<td>$4.40</td>
</tr>
<tr>
<td>44 WNW City of Osage Beach (FBO)</td>
<td>FS</td>
<td>$4.40</td>
</tr>
<tr>
<td>H79 Eldon Model Airpark</td>
<td>SS</td>
<td>$3.85</td>
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<tr>
<td>45 WNW City of Eldon (H-B)</td>
<td>SS</td>
<td>$3.85</td>
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<tr>
<td>KLBO Floyd W Jones Lebanon Airport</td>
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<td>$4.18</td>
</tr>
<tr>
<td>46 WSW City of Lebanon (FBO) Avfuel</td>
<td>FS</td>
<td>$4.18</td>
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</tbody>
</table>

Washington County Airport - Potosi, MO, USA

http://airnav.com/fuel/local.html

3/14/2017
CITY OF ROLLA  
CITY COUNCIL AGENDA 

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

ITEM/SUBJECT: Motion to Alter the Developer Name on the Rolla Apts. Development Agreement 

BUDGET APPROPRIATION (IF APPLICABLE)  N/A  DATE: March 20, 2017 

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

COMMENTARY:

The City has been working with a team headed by Mr. Robin Salomon on the 353 Redevelopment Project associated with the substantial rehabilitation of the 150 unit Rolla Apts. (Seniors Living). The Agreements were approved with the name “Rolla Maryland LLC”. As they’ve worked through the loan documents, they decided to complete the transaction as “Rolla Developer LLC”. Nothing else is different in the Agreement through the name appears 9 times. Bond Counsel and City Counselor Thurman are comfortable having Council approve the substitution of same only by motion. 

Recommendation: Motion that the City consent to the assignment of rights under Ordinance No. 4297 from “Rolla Maryland, LLC to “Rolla Developer, LLC”. In accordance with the motion, “Rolla Developer LLC,” in lieu of Rolla Maryland, LLC, will be the developer party to the Development Agreement approved by Ordinance No. 4297.
DEVELOPMENT AGREEMENT
FOR THE
1101 McCUTCHEN DRIVE REDEVELOPMENT AREA
AMONG THE
CITY OF ROLLA, MISSOURI,
ROLLA MARYLAND DEVELOPER LLC
AND THE
ROLLA PRESERVATION REDEVELOPMENT CORPORATION
Dated: March __, 2017

IN D.

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

THIS DEVELOPMENT AGREEMENT is made and entered into as of this _____ day of March, 2017 (this “Agreement”), by and among the CITY OF ROLLA, MISSOURI, a municipal corporation and political subdivision of the State of Missouri (the “City”), ROLLA MARYLAND DEVELOPER LLC, a Missouri limited liability company (the “Developer”), and the ROLLA PRESERVATION REDEVELOPMENT CORPORATION (the “Corporation”), a Missouri urban redevelopment corporation (the City, the Developer and the Corporation may each be referred to herein as a “Party,” and collectively as the “Parties”).

RECATIALS

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

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

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

D. Following a public hearing held on August 15, 2016, the City Council, on September 6, 2016, adopted Ordinance No. 4297 (1) finding and declaring the Redevelopment Area to be a blighted area within the meaning of Section 353.020(2) of the Act, (2) approving the Development Plan and (3) authorizing and directing the City to enter into an agreement with the Developer and the Corporation in substantially the form of this Agreement.

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

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

ARTICLE I

INCORPORATED ITEMS; DEFINITIONS; EXHIBITS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words and terms shall have the following meanings:

“Act” means Chapter 353 of the Revised Statutes of Missouri, as amended.

“Affiliate” means any entity that is controlled by the Developer or controlled by the same entity or entities that control the Developer.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butt City Administrator ACTION REQUESTED: First Reading

ITEM/SUBJECT: Ordinance to Join MoPEP Communities in Exemption from FERC/PURPA

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: March 20, 2017

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

COMMENTARY:

The MO Joint Municipal Electric Utility Commission (MJMEUC) is requesting all participating MO PEP Communities (such as Rolla) to authorize MJMEUC staff to file the PURPA waiver (Public Utilities Regulating Policy Act of 1978) under federal regulations (FERC). Such action will ensure MO PEP members keep power supply costs at the lowest possible level. A complicated issue but RMU General Manager Rodney Bourne will brief Council on this desired action. Attached is a memo from MPUA with a good explanation of the key issues.

Recommendation: First Reading.
ORDINANCE NO. _______

AN ORDINANCE AUTHORIZING FILING OF APPLICATIONS WITH THE FEDERAL ENERGY REGULATORY COMMISSION (FERC) BY THE MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION (MJMEUC) ON BEHALF OF THE CITY OF ROLLA, A MEMBER CITY OF MJMEUC, FOR WAIVERS UNDER THE PUBLIC UTILITY REGULATORY POLICIES ACT OF 1978 (PURPA) FOR FACILITIES GREATER THAN 20MW AND EXEMPTING CITY FROM PURCHASE REQUIREMENTS REGARDING QUALIFYING FACILITIES AND ADOPTING RULES FOR COMPLIANCE WITH FERC’S PURPA REGULATIONS.

WHEREAS, PURPA is the Public Utilities Regulatory Policy Act of 1978 and its basic goal is to require electric utilities, which includes MJMEUC and the City of Rolla, hereinafter referred to as City, to purchase the output of certain generating facilities which may locate in their service territories at a negotiated rate or at “avoided cost”; and

WHEREAS, utilities do have an option to seek waiver of this purchase requirement if there is an organized market available for the entity to sell its output into, and the City of Rolla is supplied wholesale power through the Southwest Power Pool’s Integrated Marketplace, and the Southwest Power Pool’s Integrated Marketplaces qualify as such markets; and

WHEREAS, FERC has taken the position that facilities of greater than 20MW have the capability, expertise, or resources to participate in such markets; and requests for waivers will be considered but generally not be granted for smaller facilities; and

WHEREAS, for facilities requesting PURPA Qualifying Facilities (QF) status, a separate waiver request would exempt City, a Member City of MJMEUC, from having to purchase the output, directing them instead to MJMEUC which would be required to assume that responsibility; and

WHEREAS, on December 3, 2015, the Board of Directors of MJMEUC passed Resolution No. 07-2015, which authorized the filing of the above referenced applications for waivers on behalf of MJMEUC and any Member City which wished to join therein.

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

Section 1: The above recitals are incorporated herein by reference as if fully restated.

Section 2: The filing of said waiver requests with FERC by MJMEUC on behalf of City is hereby approved all at the cost of MJMEUC.

Section 3: Regarding the assumption by MJMEUC of the responsibility to purchase the output of facilities requesting PURPA Qualifying Facilities (QF) status in lieu of those Member Cities that wish to participate in the waiver application, the City Council hereby assigns to MJMEUC the responsibility for such purchases to MJMEUC and approves the assumption of said undertaking by MJMEUC.
Section 4: Attached hereto and incorporated herein by reference as if fully restated are MJMEUC's Rules for Compliance with FERC's PURPA Regulations which are hereby approved by the Board of Trustees to which City shall abide and provide, for any purchase obligation subject to these waiver requests, that (1) MJMEUC and City shall not avoid or frustrate the purpose of any PURPA-mandated obligation; (2) MJMEUC and City shall permit any facility with PURPA QF status to interconnect with MJMEUC's and Member Cities' transmission and distribution systems; (3) MJMEUC and City shall not charge duplicative fees to any facility with PURPA QF status for interconnection or wheeling; (4) MJMEUC shall not subject a facility with PURPA QF status to any duplicative charge or additional fees as a result of MIMEUC’s purchase of power from a QF that would otherwise be purchased by any one of the Member Cities; and (5) the City interconnected with the QF shall sell any capacity and energy to the QF that is required by it.

Section 5: The Mayor and City Clerk of City be and each of them are hereby authorized to execute or accept such further documents and to take or cause to be taken any all such further action as may be reasonably required on the part of the City to carry out, give effect to and consummate the transactions contemplated hereby.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

IV. E. 3.
Memo

To: MoPEP Member Cities

From: Terry Jarrett

Date: February 2, 2017

Re: Request to make FERC PURPA filing

At its December 3, 2015 meeting, the MJMEUC Board of Directors authorized staff to file at FERC (Federal Energy Regulatory Commission) a request for an exemption from certain PURPA requirements. PURPA is the Public Utilities Regulatory Policy Act of 1978 (which has been since amended). Attached is a copy of the MoPEP Implementation Policy.

Recommendation

In order to keep power supply costs at the lowest level, MJMEUC recommends your city council authorize the filing of the PURPA waiver request at FERC by MJMEUC on behalf of MJMEUC and its MoPEP cities. We have attached a draft ordinance developed to meet the requirements of this filing. Please use this form.

FERC rules also require us to provide public notice regarding this waiver request, which we will do in local newspapers. This notice is for potential QFs in your area.

Background

The basic goal of PURPA is to require electric utilities to purchase the output of certain generating facilities (called Qualifying Facilities, or "QF") that may locate in their service territories. Generally utilities are required to purchase a QF’s output at either a negotiated rate or at “avoided cost.”

The risk is that a QF of 20MW or greater may demand that a MoPEP member city purchase that QF’s output which PURPA requires the city to do. One of the primary concerns with this requirement is that it would ultimately lead to higher costs for MoPEP members should a QF connect at the retail distribution level (municipality) instead of the wholesale level (MJMEUC) while conflicting with the full-requirements provisions of our Power Sales Agreements. Fortunately, MJMEUC can help to reduce the chance for higher costs and risks associated with the PURPA requirement.

Precedent & Solution

The good news is that FERC has the authority to grant waivers from this requirement. Utilities do have an option to waive this purchase requirement for QF’s of 20MW or greater if there is an
organized market available for the QF to sell its output into, such as the Southwest Power Pool (SPP) or the Midcontinent Independent System Operator (MISO).

The Missouri River Energy Services (MRES, a joint action agency with cities in North Dakota, South Dakota, Minnesota, and Iowa) and the Oklahoma Municipal Power Authority (OMPA) each filed for, and were granted, a waiver of the PURPA requirements on behalf of themselves and their member cities from FERC. There are two parts to this filing approach at FERC.

As QFs greater than 20MW in size are eligible to participate in the SPP or MISO market, we can file a waiver request for MJMEUC and its MoPEP cities. MJMEUC, not MoPEP cities, would be required to purchase the output.

For QFs smaller than 20MW requesting PURPA QF status, a separate waiver request would exempt the MoPEP city from having to purchase the output, directing the QF instead to MJMEUC. MJMEUC would be required to enter into an agreement with any such QF facility, which would be at a lower wholesale cost as opposed to the higher avoided cost of the MoPEP member.

What This Doesn’t Do

This only applies to those facilities that request protection under the PURPA rules as a QF. For individual homeowners and businesses that wish to install solar panels to continue to buy power from the city while selling excess energy at different times, this can be done pursuant to and in accordance with the Net Metering and Easy Connection Act, MO REV. STAT. § 386:890.1 (2015).

If you have questions regarding this request, please feel free to contact me at 573-415-8379.

Attachments:

MoPEP Implementation Policy
Draft Ordinance Form
MISSOURI PUBLIC ENERGY POOL #1

PURPA IMPLEMENTATION POLICY

I. Overview of Policy

This PURPA Implementation Policy ("Policy") sets forth the manner in which the Missouri Joint Municipal Electric Utility Commission ("MJMEUC"), as operator of the Missouri Public Energy Pool #1 ("MoPEP"), and the authorizing MoPEP members will implement the requirements imposed upon them under Section 210 of the Public Utility Regulatory Policies Act of 1978, as amended ("PURPA") and the rules adopted by the Federal Energy Regulatory Commission ("FERC") thereunder.

The MoPEP Pool Committee has adopted this Policy to be applicable to all MoPEP members that have provided to MJMEUC their written authorization to participate in this Policy (each such member being referred to herein as an "authorizing Member"). Appendix I to this Policy is a list of the authorizing Members. This list will be updated to include additional authorizing Members as necessary.

MJMEUC and the authorizing Members are electric utilities subject to the purchase and sale obligations under PURPA. MJMEUC is a non-jurisdictional joint action agency and a body corporate and politic of the State of Missouri authorized by legislation to construct, operate and maintain facilities for the production and transmission of electric power for its members, to purchase and sell wholesale electric power and energy, and to enter into agreements with any person for transmission of electric power. It is organized on a statewide basis to promote efficient wheeling, pooling, generation, and transmission arrangements to meet the power and energy requirements of municipal utilities in the state.

MoPEP is a power pool operated by MJMEUC pursuant to the Amended and Restated Missouri Public Energy Pool #1 Agreement. MoPEP currently has 34 municipal electric
utility members. MJMEUC, as administrator of MoPEP, is the full-requirements supplier for the MoPEP members, and meets their wholesale capacity and energy requirements through certain resources contributed by the pool members, and through generating and purchased-power resources owned or otherwise arranged for by MJMEUC. The MoPEP members are municipal electric utilities serving retail customers in their service territories.

This Policy is intended to advise the public of the basic approach and general guidelines for allowing QFs to interconnect with the electric utility systems of MJMEUC and the authorizing Members, to sell electric energy and capacity to MJMEUC, and to purchase retail electric service from the authorizing Members.

Under this Policy,

- MJMEUC will purchase all energy and capacity offered by QFs to MJMEUC or any of the authorizing Members, (unless such energy is net metered in accordance with Missouri law\(^1\));
- The authorizing Members will sell, at retail, all energy and capacity required by QFs located in their retail service territories; and
- If a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request, MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power.

MJMEUC will offer a standard purchase rate or a negotiated rate for energy and capacity (if avoided) produced by QFs interconnected with MJMEUC or an authorizing Member. The standard purchase rate will be determined by MJMEUC based on its “avoided cost,” i.e., the costs to MJMEUC of the electric energy that MJMEUC would otherwise

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\(^1\) This Policy is not applicable to energy provided by any QF that is also a “qualified electric energy generation unit” that has requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act, MO REV. STAT. § 386.890.1 (2015). Arrangements between such QFs and the applicable authorizing Member shall be made in accordance with the Missouri net metering law.
generate or purchase from another source if not purchased from the QF. The rate and methodology will be reviewed periodically, and will be subject to revision based on future changes to various factors, which may include MJMEUC’s delivered cost of fuel, plant generation characteristics, capacity needs, cost of purchased power, transmission costs, operating experience with QFs, MJMEUC’s (or Southwest Power Pool’s) ability to dispatch the QF, the expected or demonstrated reliability of the QF, the terms of any legally enforceable obligation, the extent to which the QF’s scheduled outages can be usefully coordinated with those of MJMEUC’s other generating resources, the usefulness of the QF’s energy and capacity during system emergencies and the QF’s ability to separate its load from its generation, the individual and aggregate value of energy and capacity from QFs, and/or the smaller capacity increments and shorter lead times available with additions of capacity from QFs. MJMEUC reserves the right to analyze each Qi’s cost impact and adjust rate provisions to reflect power supply characteristics.

Upon request by a QF located within an authorizing Member’s retail service territory, the authorizing Member shall offer supplemental, back-up, and maintenance power on a firm or interruptible basis. The authorizing Members will sell energy and capacity to QFs located within their retail service territories under their applicable retail tariffs or at rates equal to the rates to the authorizing Members’ other customers with similar load and other cost-related characteristics. Each authorizing Member has undertaken to sell energy and capacity at rates that are nondiscriminatory, just and reasonable, and in the public interest.

Implementation of the purchase and sale requirements in this manner will provide QFs with a market for their power at rates comparable to the rates the authorizing Members could offer and will meet the needs of QFs for supplementary, back-up, and maintenance power in a manner consistent with the retail functions of the authorizing Members.
This Policy does not include a form of the contract to be entered into between MJMEUC and a QF for the purchase of the QF’s output. Nor does this Policy include a form of the contract to be entered into between an authorizing Member and a QF for the interconnection of the QF to the authorizing Member’s municipal electric system and/or the provision of retail electric service to the QF. The terms and conditions of such contracts are expected to vary depending on the nature of the QFs. However, MJMEUC and the authorizing Members intend to require such contracts be executed by each QF. Such contracts will provide detailed terms and conditions including interconnection requirements, metering, rates, and those terms necessary to accommodate safety and reliability concerns.

MJMEUC intends to file with FERC, on behalf of itself and the authorizing Members, a petition seeking waiver of Sections 292.303(a) and 292.303(b) of FERC’s Regulations\(^2\) to permit this Policy to be placed in effect as proposed. If granted, the effect of the waiver will be to transfer the must-purchase obligation of the authorizing Members from them to MJMEUC, and place the must-sell obligation on the authorizing Members. Additionally, MJMEUC intends to file with FERC one or more applications seeking waiver of MJMEUC’s must-purchase obligation for QFs greater than 20 MW pursuant to Section 292.309(a) of FERC’s Regulations.\(^3\)

FERC has granted waivers under Section 202.303(a) and 292.303(b) in other similar situations.\(^4\) This Policy is similar to policies adopted by other joint action agencies and cooperatives and their members. FERC has also granted waivers of must-purchase obligations with respect to QFs greater than 20 MW pursuant to Section 292.309(a) in the

\(^2\) 18 CFR §§ 292.303(a) and (b) (2014).
\(^3\) 18 CFR § 292.309(a).
Southwest Power Pool\(^5\) and for joint action agencies in other Regional Transmission Organizations.\(^6\) If the requested waivers are not granted, MJMEUC and the authorizing Members will take such other actions, if any, as may be required to comply with PURPA and the rules adopted thereunder by FERC.

MJMEUC and the authorizing Members believe that the integrated approach to PURPA implementation as described herein will not adversely affect QFs. Indeed, MJMEUC and the authorizing Members believe the proposed approach will facilitate the development of QFs.

II. Introduction

A. Intent of Policy

This Policy is intended to set forth the basic approach and general guidelines for allowing QFs to interconnect with MJMEUC and authorizing Members’ electric utility systems in accordance with rules adopted by FERC implementing PURPA Section 210.

B. Utilities Subject to Policy

MJMEUC and all authorizing Members, as listed in Appendix I, are subject to this Policy. This Policy addresses purchases from and sales to all QFs seeking to interconnect to transmission or distribution facilities owned by MJMEUC or any authorizing Member, except for QFs that are also “qualified electric energy generation units” that have requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act.

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\(^6\) E.g., Missouri River Energy Servs., 145 FERC ¶ 62,023 (2013) (approving a joint action agency’s request to waive the must-purchase obligation for resources greater than 20 MW in Midcontinent Independent System Operator, Inc.).
III. Statement of Policy

A. The Policy

It is the policy of MJMEUC and the authorizing Members: (i) to permit any QF to interconnect with the electric systems of MJMEUC or any authorizing Member; (ii) to permit any QF (unless the energy provided by the QF is net metered in accordance with Missouri law), to sell energy and capacity to MJMEUC at rates equal to MJMEUC’s avoided costs or at a negotiated rate; and (iii) to permit any QF to purchase supplemental, back-up and maintenance power from an authorizing Member on either a firm or interruptible basis, at rates that are nondiscriminatory, just and reasonable, and in the public interest. In order to effectuate this Policy, MJMEUC and the authorizing Members expressly undertake the following obligations: (a) MJMEUC will be ready and willing to purchase power from any QF from which an authorizing Member would otherwise be required to purchase; (b) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling power to MJMEUC across the lines of an authorizing Member; (c) no QF will be subject to duplicative charges or additional fees as a result of MJMEUC’s purchase of QF power that would otherwise be purchased by an authorizing Member; (d) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling of supplemental, back-up, or maintenance power from an authorizing Member; and (e) no QF interconnected directly with MJMEUC and purchasing supplemental, back-up, or maintenance power from an authorizing Member will be charged for the cost of facilities required to receive such power other than the cost of such facilities had the QF purchased such power from MJMEUC. MJMEUC and the authorizing Members’ undertakings expressed above are, in each case, subject to the other express and implied terms and conditions of this Policy and the other requirements imposed by law.
Because this Policy outlines the basic approach that MJMEUC and the authorizing Members intend to use to fulfill their separate obligations under PURPA, MJMEUC and/or a given authorizing Member may depart from this Policy to the extent authorized by law if they mutually determine that the departure is reasonably necessary in connection with a particular QF. In addition, the Pool Committee shall amend this Policy from time to time as necessary or appropriate to comply with requirements imposed by FERC or any other governmental entity having jurisdiction over MJMEUC and/or the authorizing Members, or any other entity with authority to establish reliability requirements applicable to, or impose such requirements on, MJMEUC and/or the authorizing Members.

This Policy reflects an integrated approach to implementing MJMEUC’s and the authorizing Members’ obligations under PURPA and the FERC Rules. This approach recognizes the function of MJMEUC as wholesale supplier to the authorizing Members and the retail service function of the authorizing Members, while assuring each QF of both a market for its power and (where the QF is connected to an authorizing Member) a source of any necessary back-up, maintenance, and supplemental service, on either a firm or interruptible basis. Pursuant to Section 292.303(a) of FERC’s Regulations, an electric utility is obligated to purchase only the energy and capacity which is “made available” from a QF. Section 292.304(d) of FERC’s Regulations clarifies that each QF shall have the option to determine the amount of energy or capacity “available” for purchase. Accordingly, this Policy does not require a QF to sell all of its energy and capacity to MJMEUC, but rather just the amount the QF wishes to make “available” for such purchases.

No QF will be permitted to interconnect and operate in parallel with the electric system of MJMEUC or an authorizing Member without the prior knowledge and approval of such utility and without entering into a satisfactory written contract. A QF interconnecting with an

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7 18 CFR §292.303(a).
8 18 CFR §292.304(d).
authorizing Member and selling to MJMEUC will not be subject to duplicative interconnections or wheeling charges. To the extent that additional costs of wheeling (i.e., beyond the authorizing Member’s facilities) are necessitated by MJMEUC’s purchases of the QF’s power (rather than the authorizing Member’s purchases), such costs will be borne by MJMEUC (rather than the QF). This Policy does not require any authorizing Member to transmit QF output in connection with sales to a purchaser other than MJMEUC.

Where a QF is interconnected to transmission or distribution facilities owned by MJMEUC or an authorizing Member and located within the retail service territory of an authorizing Member, the purchase of capacity and energy by the QF will be made pursuant to separate arrangements between the QF and the applicable authorizing Member and shall be in accordance with applicable law and the authorizing Member’s applicable rates, rules, and regulations governing retail service. The terms of the arrangements between MJMEUC, the authorizing Member, and the QF shall be consistent with the authorizing Member’s tariff or consistent with rates to the authorizing Member’s other customers with similar load or other cost-related characteristics.

Where a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power. MJMEUC makes no commitments regarding the availability of such suppliers, nor their rates and charges or terms of service.

B. Metering Requirements

MJMEUC and the authorizing Members require as a condition to the purchase of capacity and energy from a QF the installation of proper metering equipment to permit inclusion of the quantities in MJMEUC’s monthly energy and capacity accounting. The amount of energy and capacity purchases from the QF by MJMEUC shall not normally be
netted against the energy and capacity purchased by the QF from the authorizing Members, unless required by applicable rules and regulations adopted by entities having jurisdiction over MJMEUC and the authorizing Members.

MJMEUC shall adopt nondiscriminatory policies and procedures concerning metering requirements applicable to QFs as required. MJMEUC shall make such policies and procedures available to QFs for review.

C. Additional Interconnection Requirements

The following additional requirements shall apply to all purchases from QFs under this Policy:

(i) The operator of the QF shall be responsible for all costs associated with electric interconnection of the QF to MJMEUC’s or the authorizing Member’s system, including such automatic relaying and system protection which MJMEUC or the authorizing Member believes necessary for safety reasons, electric wiring and apparatus, protective equipment and an interconnection switch. MJMEUC and the authorizing Members have the right to refuse to interconnect or to discontinue the QF’s connection if wiring and apparatus do not meet appropriate safety requirements and all applicable codes, including, but not limited to, the National Electrical Code, National Electrical Safety Codes, or other local, state, or national codes.

(ii) MJMEUC or the authorizing Members shall own, install and maintain the required metering equipment to integrate the input quantities into MJMEUC’s monthly source energy and power accounting. The operator of the QF shall be responsible for all reasonable costs for purchase, installation and maintenance of such metering equipment and shall provide adequate access to its premises so that MJMEUC or the authorizing Members may install and maintain such
metering equipment. MJMEUC or the authorizing Members may assess interconnection costs against a QF on a nondiscriminatory basis with respect to other customers with similar load characteristics and shall determine how such payments are to be made.

(iii) Neither MJMEUC nor any authorizing Member will permit interconnection between its system and a QF unless the QF meets the applicable standards and/or regulations, rules and policies for interconnection, safety, and operating reliability, as the same may be amended from time to time. Further, in order to remain interconnected, the QF must continue to satisfy appropriate safety and reliability standards.

(iv) MJMEUC and the authorizing Members reserve the right to adopt additional nondiscriminatory policies and procedures concerning interconnection requirements applicable to QFs. MJMEUC shall make such policies and procedures available to QFs for review.

IV. Request for Waiver

The FERC Rules require each wholesale electric utility, such as MJMEUC, and each retail electric utility, such as the authorizing Members, to buy energy and capacity from, and to sell energy and capacity to, QFs. Through this Policy, MJMEUC and the authorizing Members will have adopted an integrated approach to implementing their obligations under PURPA, and the FERC Rules, under which (1) MJMEUC will purchase energy and capacity from QFs (unless such energy is net metered in accordance with Missouri law), and the authorizing Members will provide retail service to QFs located within their retail service territories, and (2) upon request, MJMEUC will assist any QF that is connected to MJMEUC-owned transmission facilities that are not located within an authorized Members’ retail service territory in finding a retail power supplier.
MJMEUC and the authorizing Members will request waivers of certain of the FERC Rules implementing PURPA in order to allow MJMEUC and the authorizing Members to implement this Policy. Specifically, MJMEUC will request, on behalf of the authorizing Members, a waiver of the authorizing Members' must-purchase obligation and, on behalf of itself, a waiver of its must-sell obligation. MJMEUC and the authorizing Members have concluded that, given the benefits of the proposed integrated approach to PURPA implementation, requiring the authorizing Members to purchase from QFs and MJMEUC to sell to QFs is not necessary to facilitate cogeneration and small power production. MJMEUC and the authorizing Members have determined that purchases by MJMEUC on behalf of the authorizing Members will adequately facilitate cogeneration and small power production in part because each authorizing Member's avoided costs should be equal to MJMEUC's avoided costs. Therefore, by centralizing purchases from QFs, QFs will be afforded a greater market for their power while at the same time receiving the same price for their power as they would have by selling to an individual authorizing Member. In addition, MJMEUC intends to request a waiver of the mandatory purchase requirement with respect to QFs of greater than 20 MW that have access to centralized markets.

This Policy is premised on the waivers previously described. Because this integrated approach will not adversely affect QFs and is intended to facilitate cogeneration and small power production, MJMEUC and the authorizing Members intend to operate under this Policy during the pendency of the waiver requests. If FERC denies any of the requested waivers, this Policy will be revised or may be terminated. Any revision required as a result of a denial of a waiver request, or upon order of FERC as a condition to the waiver, will be made available as soon as practicable.
Persons desiring information about this waiver request, including a copy of the waiver request filed by MJMEUC and the authorizing Members with FERC, may contact:

Chief Operating Officer  
MJMEUC  
1808 SW I-70 Drive  
Columbia, MO  65203

IV. Additional Information

Persons requiring additional information concerning the interconnection of a QF with MJMEUC or an authorizing Member, or the rates, terms and conditions of purchases from or sales to QFs, should contact the following:

Chief Operating Officer  
MJMEUC  
1808 SW I-70 Drive  
Columbia, MO  65203
APPENDIX I

AUTHORIZING MEMBERS

[TO BE ADDED AS MEMBERS AUTHORIZE THE RULES]
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award

ITEM/SUBJECT: Medium Duty Trucks

BUDGET APPROPRIATION: $45,000.00

DATE: 3/20/2017

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COMMENTARY:

City staff asked for and received bids for 2017 Model year Medium Duty Trucks. Multiple bids were received and the bid tabulation is attached. At the 3-6-17 council meeting the bid for Item #4 was awarded to Bommarito Ford for $36,772.00. Bommarito miscalculated the bid and decided to rescind their bid. Staff recommends rescinding the bid award for Item #4 on 3-6-17.

Item #4: Street 2017 Crew Cab 1 Ton Pickup with Flat Bed
Public Works Staff is requesting to participate in the cooperative purchase of a 2017 1 ton pickup using the MoDOT bid for Medium Duty Trucks. Staff recommends City Council approve the purchase of a 2017 Chevrolet 3500 from Putnam Chevrolet for $41,518.00 as set out in the RFB3-170105TV Medium Duty Vehicles in the agreement between Missouri Highways and Transportation Commission and the Putnam Chevrolet Company. This unit is a planned replacement in the Street Department. We will surplus the existing pickup through GovDeals.
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<th>Item #4</th>
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</table>
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance

ITEM/SUBJECT: Project #432 - 2017 Micro Surfacing

BUDGET APPROPRIATION: $600,000.00

DATE: 03/20/17

COMMENTARY:

City staff asked for and received bids for the 2017 Micro Surfacing. The following bid was received:

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

$427,080.00

Staff recommends award of the bid to Donelson Construction Co., LLC for $427,080.00. A copy of the bid tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with Donelson Construction Co., LLC for $427,080.00.
## 2017 MICRO SURFACING
**PROJECT 432**
**MARCH 15, 2017**

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*Donelson Construction Co., L.L.C.*
Michael Donelson
1075 Wise Hill Rd.
Clever, MO 65631
Phone: 417-743-2694
FAX: 417-743-2945
E-mail: mdonelson@cleverstone.com
ORDINANCE NO. ____________


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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Donelson Construction Company, LLC. for 2017 Micro Surfacing, Project 432, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

\[V. 7.\]
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of __________________, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and ______ Donelson Construction Co., L.L.C. ______ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of "2017 Micro Surfacing Project 432", in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of "2017 Micro Surfacing Project 432".

\[\text{Signature}\]

\[\text{V. B. L.}\]
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

ARTICLE III. Occupational Safety and Health Administration (OSHA) Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

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

\[V. B. 5.\]
ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $427,080.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall commence work May 25, 2017 when Notice to Proceed is issued and complete said work by August 12, 2017.

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

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

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

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

CITY OF ROLLA, MISSOURI

BY ____________________________  
    Mayor, Owner, Party of the First Part

__________________________________________  
    Printed Name

CONTRACTOR

BY ____________________________

__________________________________________  
    Printed Name/Title

STATE OF MISSOURI  )
SS )
County of Phelps  )

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

My Commission Expires: ______________________

________________________
Notary Public

STATE OF MISSOURI  )
SS )
County of Phelps  )

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

My Commission Expires: ______________________

________________________
Notary Public

\[ \checkmark \] B. 7
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project #440 – 2017 Phase I Asphalt Improvements

BUDGET APPROPRIATION: $290,000.00 DATE: 03/20/17

COMMENTARY:

City staff asked for and received bids for the 2017 Phase I Asphalt Improvements. The following bids were:

Pierce Asphalt, LLC $229,974.75
PO Box 1264
Rolla, MO 65402

N.B. West $247,297.50
1035 North Service Road
Sullivan, MO 63080

Capital Paving & Construction, LLC $249,975.00
PO Box 104960
Jefferson City, MO 65110

Staff recommends award of the bid to Pierce Asphalt, LLC for $229,974.75. A copy of Bid Tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract Pierce Asphalt, LLC for $229,974.75.
# 2017 - Phase I Asphalt Improvements
## Project 440
### March 15, 2017

<table>
<thead>
<tr>
<th>Description</th>
<th>QTY.</th>
<th>Unit Price</th>
<th>Extended Total</th>
<th>Unit Price</th>
<th>Extended Total</th>
<th>Unit Price</th>
<th>Extended Total</th>
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<td>$73.95</td>
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<td>$150,510.00</td>
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<td><strong>Total Bid Price</strong></td>
<td></td>
<td><strong>$229,974.75</strong></td>
<td><strong>$247,297.50</strong></td>
<td><strong>$249,975.00</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 PIERCE ASPHALT, LLC. FOR 2017 PHASE I ASPHALT IMPROVEMENTS, PROJECT 440.

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 Pierce Asphalt, LLC. for 2017 Phase I Asphalt Improvements, Project 440, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of __________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Pierce Asphalt, L.L.C. Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: 2017 Phase I Asphalt Improvements, PROJECT 440, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor’s proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of 2017 Phase I Asphalt Improvements, PROJECT 440.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)
Safety Training:
   a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
   b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
   c. Contractor acknowledges and agrees that any of Contractor’s employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
   d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training
   a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars ($2,500.00), plus one hundred dollars ($100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
   b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
   c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $229,974.75 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of $100.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

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

CITY OF ROLLA, MISSOURI

BY ____________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY ____________________________
TITLE __________________________

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: _________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: _________________________

Notary Public
DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance

ITEM/SUBJECT: Project #442 – 2017 Phase II Asphalt Improvements

BUDGET APPROPRIATION: $210,000.00

DATE: 03/20/17

COMMENTARY:

City staff asked for and received bids for the 2017 Phase II Asphalt Improvements. The following bids were:

- N.B. West
  1035 North Service Road
  Sullivan, MO 63080
  $156,965.00

- Pierce Asphalt, LLC
  19619 CR 7300
  Newburg, MO 65550
  $174,355.00

- Capital Paving & Construction, LLC
  PO Box 104960
  Jefferson City, MO 65110
  $181,592.00

Staff recommends award of the bid to N.B. West for $156,965.00. A copy of Bid Tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with N.B. West for $156,965.00.
# 2017- Phase II Asphalt Improvements
## Project 442
### March 15, 2017

<table>
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<th>Description</th>
<th>QTY.</th>
<th>Unit Price</th>
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<tr>
<td><strong>Total Bid Price</strong></td>
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<td></td>
<td><strong>$156,965.00</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$181,592.00</strong></td>
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</tbody>
</table>

Pierce Asphalt, L.L.C.
P.O. Box 696
Rolla, MO 65402
Ph: 573-466-9295
FAX: 573-468-3007
E-mail: tom.pierceasphalt@gmail.com

Capital Paving & Const., L.L.C.
P.O. Box 104960
Jefferson City, MO 65110
Ph: 573-635-6229
FAX: 573-636-7538
e-mail: tsmith@capitalmaterialsmo.com

N. B. West
1035 N. Service Rd.
Sullivan, MO 63080
Ph: 573-468-4533
FAX: 573-468-3007
dlaramore@nbwest.com
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 N.B. WEST FOR 2017 PHASE II ASPHALT IMPROVEMENTS, PROJECT 442.

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 N.B. West for 2017 Phase II Asphalt Improvements, Project 442, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

_____________________________
MAYOR

ATTEST:

_____________________________
CITY CLERK

APPROVED AS TO FORM:

_____________________________
CITY COUNSELOR

\[ V. D. S. \]
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of __________ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and

N. B. West

Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: 2017 Phase II Asphalt Improvements, PROJECT 442, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor’s proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of 2017 Phase II Asphalt Improvements, PROJECT 442.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

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

**ARTICLE V.** That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefor, the sum (subject to adjustment as provided by the Contract) of $156,965.00 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

**ARTICLE VI.** That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract. Date of Completion of this project is September 30, 2017.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of $100.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

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

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

**ARTICLE IX.** This Contract will not be binding and effective until confirmed by the Owner.

\[\text{Signature}\]
IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

BY ____________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY ____________________________
TITLE __________________________

STATE OF MISSOURI
)
SS
)
County of Phelps
)

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

My commission expires: __________________________

________________________
Notary Public

STATE OF MISSOURI
)
SS
)
County of Phelps
)

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

My commission expires: __________________________

________________________
Notary Public

\[V\] D. 7.