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, November 20, 2017
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Jim Williams

I. PUBLIC HEARINGS
A) Ordinance Annexing & Zoning a 42.06 Acre Parcel to Multi-Family District (R-3) (St. Maria’s) (Planning Director James Shields) – First Reading
B) Ordinance Rezoning 112 & 114 N. Spilman from Neighborhood Business District (C-1) to General Retail District (C-2) (Meyer) (Planning Director James Shields) – First Reading

II. SPECIAL PRESENTATIONS
A) Siemens Energy Performance Contract Wrap Up – (Gerard Puleo, Siemens Municipal Solutions)

III. OLD BUSINESS
A) Ordinance Authorizing the Mayor to Execute an Agreement with the Missouri Department of Natural Resources for Certain Equipment – (Fire Chief Ron Smith) – Final Reading
B) Ordinances Adjusting Elected Officials Compensation – (City Administrator John Butz) – First Readings
  1) Amend Sec. 2-69 Mayor
  2) Amend Sec. 2-12 City Council
  3) Amend Sec. 2-88 through 2-90 City Prosecuting Attorney
  4) Amend Sec. 2-135 Municipal Judge
C) Ordinance Setting Sewer User Rates – (Public Works Director Steve Hargis) – Final Reading
D) Ordinance Authorizing the Mayor to Enter into an Agreement with Lehman Construction, LLC, for Project #359 – Highway 72 Extension – (Public Works Director Steve Hargis) – Final Reading

IV. NEW BUSINESS
A) Ordinance Approving the Development Agreement with St. Maria’s LLC – (Planning Director James Shields) – First Reading
B) Ordinance Approving the Resubdivision of 515 & 521 S. Bishop Ave., & 514 Ft. Wyman Road – (Planning Director James Shields) – First Reading
C) Ordinance Configuring & Consolidating Numerous Parcels on Ridgeview Road Between BNSF Railroad Right of Way & Spilman Ave. – (Planning Director James Shields) – First Reading
D) Ordinance Considering Participation in Show Me PACE – (City Administrator John Butz) – First Reading
IV. NEW BUSINESS (continued)
   E) Ordinance Considering Participation in MCED PACE — (City Administrator John Butz) — First Reading

   F) Ordinance Authorizing the Mayor to Enter into an Agreement with the Missouri Highway & Transportation Commission for Sidewalk Construction along Route 63 from Just East of Kingshighway to Route 72 — (Public Works Director Steve Hargis) — First Reading

V. CLAIMS and/or FISCAL TRANSACTIONS
   A) Motion Awarding Vehicle Bids for Street, Parks and Wastewater Departments — (Public Works Director Steve Hargis) — Motion

   1) Wastewater — 2017 Standard Cab ½ Ton
   2) Wastewater — 2017 Crew Cab
   3) Parks - 2017 Crew Cab - ¾ Ton
   4) Parks — 2017 17,500 GVWR with Dump
   5) Street — 2017 15 Passenger Van

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 RSMo. 610.021, the Rolla City Council will discuss the following in Closed Session: None.

X. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: First Reading & Public Hearing

SUBJECT: A request to annex the 42.06-acre parcel identified with the Phelps County Assessor’s Account Number of 12081 and to simultaneously designate the zoning of said parcel as Multi-Family District (R-3).

MEETING DATE: 11-20-2017

GENERAL INFORMATION:
CASE NUMBER: ANX17-02, ZON17-10  SUBMISSION DATE: 10-23-2017
LEGAL NOTICE: 11-2-2017  185-FOOT NOTICE: 10-31-2017

APPLICANT: The parcel subject to the proposed ordinances (the subject parcel) is owned by St. Maria’s LLC (the applicant), and its mailing address is 1703 North Bishop Avenue Rolla, Missouri 65402. A Mike Woessner signed the annexation application on behalf of the LLC, as he is the registered agent of said LLC.

LOCATION: The subject property is located in Phelps County, approximately 250 feet north of the intersection of Liberty Drive and McCutchen Drive (See Figure 1-A). The parcel is identified by the Phelps County Assessor’s Account Number of 12081. The legal description in Figure 1-B entails a detailed description of the location.

PROJECT DESCRIPTION: The applicant is requesting that the City of Rolla (the City) annex the subject parcel and simultaneously zone the subject parcel as Multi-family District (R-3). An ordinance that approved said annexation and zoning is under consideration today along with a separate ordinance that approves an associated development agreement (See Figure 1-G). It is being requested that the annexation will be approved if, and only if, the proposed zoning is approved, and that the associated development agreement will be approved if, and only if, the ordinance approving said zoning and annexation is approved.

As indicated through application materials, meetings, and a presentation/Q&A with neighboring residents/property owners*, if the annexation is approved with the proposed zoning, the applicant will develop the subject parcel as a low-density, amenity-rich subdivision of brick or stone exterior, two-story, vertically-attached dwelling units (up to one fourplex per lot) with gated private streets. In total, if all 57 lots are developed with four-unit dwellings, there will be a maximum of 228 units on a 42.06-acre piece of land, which comes to 5.4 units per acre in gross density and between seven and eight units per acre in net density (similar to the maximum density of single family residential subdivisions). The proposed dog park, natural areas, and clubhouse are features that could promote healthy lifestyles, community, and recreation. Architectural rendering of the clubhouse and gate are provided in Figures 1-C and 1-D. Shown in Figure 1-A, the applicant has submitted a “preliminary layout” (i.e. a site plan, which is referred to in the development agreement as “Exhibit A”) of the proposed development that shows the location of the natural areas, the dog park, the clubhouse, and a mail drop-off area; the general location and size of the buildings, yards, and driveways; the location and layout of lots, streets, and sidewalks; the location
of a round-a-bout that the city has planned to build with approval; and the location of a secondary emergency access drive. The applicant describes the need for such a project in Figure 1-E.

ANNEXATION ANALYSIS: According to Section 71.012 of the 2016 Missouri Revised Statutes, when notarized petitions for annexation are received by a city such as Rolla, the city shall hold a public hearing on the matter and publish a notice of that public hearing in an appropriate newspaper not less than 14 days of said public hearing. Upon conducting such public hearing, the governing body of said city shall determine if the “annexation is reasonable and necessary to the proper development of the city... [and that the city] has the ability to furnish normal municipal services to the area to be annexed within a reasonable time”. If it is determined that these two criteria are met, and no written objection of such an annexation has been submitted and signed by at least five percent of the qualified voters of said city (note that an objection can also be caused by two owners’ of the property to be annexed), the city shall annex the territory by ordinance with no further action, specifying accurately the new boundaries of the city. Upon enacting such an ordinance, the city shall file such ordinance with the county assessor (three certified copies) and the clerk of the county wherein the city located (one copy), and with the election authority, if different from the clerk of the county (one copy). The public hearing for this annexation petition was published on November 02, 2017, in the Rolla Daily News. Submitted below, is an analysis of the other criteria that must be met for a city to annex land.

ABILITY TO PROVIDE SERVICES: In regards to the determination of whether or not the City “has the ability to furnish normal municipal services to the area to be annexed within a reasonable time”, all entities that provide municipal services have been noticed of the annexation. In addition, almost all of those entities (all except the Police Department) have issued comments associated with the annexation and the proposed development that is to occur on the annexed property in the future. None of these comments have indicated that there would be an issue with providing services to such a proposed development in a reasonable time. It should be assumed that this criterion is met.

PROPER DEVELOPMENT OF THE CITY: In regards to the determination of whether or not the “annexation is reasonable and necessary to the proper development of the city”, there are a few factors the governing bodies can examine to help them determine whether such criterion is met. There are a few parts of Rolla 2020, Rolla’s 2005 comprehensive plan update, that speak to where and how much annexation should be encouraged between the years of 2005 and 2020. In regards to where annexation should occur, Rolla’s Urban Growth Area (UGA) map delineates the contiguous land that lies outside of Rolla’s 2005 city limits that “reflects the additional space that may be needed to accommodate population growth and future development trends” (Rolla 2020, 2005, p. 2). The UGA “represents the area in which urban-scale growth (more than approximately three dwelling units per acre) will be encouraged based on the present and expected future availability of necessary public infrastructure” (Rolla 2020, 2005, p. 2). The subject parcel is located within this UGA, which indicates that, based on location, this is an appropriate piece of land to annex.

In regards to the amount of land that should be annexed and as to which zoning district such land should be designated, a few different sections of Chapter Three of Rolla 2020 speak to this topic. It was determined in Rolla 2020 that, based on projected land use demand and current zoning in
2004, there would be a 181.3-acre deficit of land zoned R-3 (Rolla 2020, 2005, p. 52). While a recent analysis of the accuracy of the projected land use demand would be ideal, this type of analysis would require more time and resources than is readily available to process this annexation petition. However, if we are to assume that such projections were accurate, we can conclude that, as of today, Rolla has not annexed or rezoned enough property to meet this 181-acre deficit. According to Geographic Information System (GIS) data from the Public Works Department, only one acre of R-3-zoned land has been annexed and, in total, from 2004 to today, Rolla has only increased the amount of R-3-zoned land by 63 acres (presumably through rezones). It was also concluded that to ensure that an adequate supply of development land is available by 2015, the target year, at least 1000 acres of land could be annexed involuntarily, most of which could be obtained from the south and east of the City’s limits. While this annexation is a voluntary annexation, the need for annexation and R-3 zoned land is still applicable. In actuality, voluntary annexation is not as a costly and arduous task like involuntary annexation. It could be argued that, when a proposal meets the State-mandated criteria stated above, voluntary annexations proposals should be approved because annexation needs are satisfied without the cost, time, and political efforts involved with involuntary annexation. All of this together suggests that the annexation of the subject parcel is reasonable and necessary to the proper development of Rolla.

ZONING ANALYSIS:

PROPER ZONING DESIGNATION: Both Rolla 2020 and Rolla’s Planning and Zoning Code (Rolla’s zoning ordinance) speak to the zoning of annexed land. Rolla 2020 states that “land proposed for voluntary annexation shall be zoned simultaneously as the annexation process is completed and classified for the existing or proposed use” (Rolla 2020, 2005, p. 57). The zoning ordinance differs slightly in that it states that annexed land “shall be considered zoned in the most restrictive classification consistent with the property use and the Comprehensive Plan unless the City Council or the applicant designates otherwise prior to the annexation” (Rolla’s Planning and Zoning Code, Section 42-142.3). What one can conclude from these provisions is that annexed land should be zoned according to the current use of the land, if any. If the land is vacant and the applicant of the annexation has not proposed a land use, than the property shall be zoned as the most restrictive classification. If the applicant proposes a zoning classification based on a proposed land use, the City Council shall consider the annexation and proposed zoning. If that zoning proposal is consistent with the comprehensive plan and satisfies the review criteria for amendments to the Official Zoning Map that are outlined in Section 42-250.2 of Rolla’s zoning ordinance, the zoning should be approved.

The applicant’s and the City’s attached development agreement, written by the Public Works Department and revised by other departments of the City, includes two provisions that the applicant proposed to be in the agreement in order to guarantee the City that future development on the subject parcel will be limited to about 5.4 units per acre in gross density and between approximately seven and eight units per acre in net density. For comparison, the density limit of Rolla’s Single-Family (zoning) District (R-1) is seven units per acre in net density. Limitations on density are induced through the provisions that are located in part ten of the development agreement, “Planning and Zoning”, that state that no more than 57 lots for residential use will be created and no more than a fourplex (i.e. four vertically-attached dwelling units) will be constructed on each residential lot. The development will also be limited in built area intensity by
building site coverage maximums of 40 percent and a minimum of 25 percent green space dedication for each lot.

While the gross density of the proposed development is below the seven units per acre maximum density of the Single Family District, the net density of the proposed residential development could be more than seven units per acre and attached units of three or more are not allowed in the Single Family District or the Two Family District. Thus, R-3 would be the least intense zoning district that would allow for such a type of building and such net density.

**CONSISTENCY WITH THE COMPREHENSIVE PLAN:** The subject parcel is within the urban growth boundary. Because it is within the urban growth boundary, it has been given a Future Land Use Map designation, which was based on analysis of the land use patterns in the surrounding area. The subject parcel has been given the FLUM category of Low Density Residential and this designation was most likely applied to the subject parcel due to the existing land use pattern in the surrounding area to the south of the subject parcel that is associated with single-family housing. This designation is meant to guide and shape location decisions (Rolla 2020, 2005, p. 70). These designations can be amended at any time according to new analyses of the land use patterns in the area.

In actuality, to the nearby west and northwest of the subject parcel, the land use pattern is associated with medium-low and medium-high density housing. The large vacant parcels to the immediate west and the subject parcel are situated between these two patterns of land use. Because of this, either development pattern could extend to the subject parcel and the large vacant parcels to the west. Therefore, because the future land use pattern for these vacant parcels could reasonably go either direction, when nothing is proposed to occur on these vacant parcels, a FLUM designation of Low Density Residential or Low/Medium Residential or Medium/High Density Residential may be an appropriate FLUM designation. However, when a certain type of development has been proposed for these vacant parcels, a signal has been given to an observer that one of these competing land use patterns has become dominant. Therefore, the most appropriate FLUM designation for the subject parcel is the one that best characterizes the development that is proposed to occur on the subject parcel. Because of this, the more appropriate FLUM designation for the subject parcel is the FLUM category of Low/Medium Density. This category allows for multi-family units, net densities of up to ten units per acre, and ten units per gross acre, all of which are development elements that characterize the proposed development. The Low Density FLUM category does not allow for development with net densities over seven units per acre or multi-family unit types.

In conclusion, when a FLUM designation is not aligned with a zoning designation, the implication is that the analyses that went into these designation decisions are inconsistent. These inconsistencies can be used to exhibit inconsistencies between the comprehensive plan and land use decisions, such as amendments to the Official Zoning Map. This evidence of inconsistency, in turn, could make such land use decision susceptible to challenges in court that may not have otherwise been open to such challenges. Therefore, in order to ensure the logic of the decision to zone the subject parcel R-3 is consistent with the logic of its FLUM designation, it would be advisable that either the FLUM designation is simultaneously changed to Low/Medium Density.
Residential with an approval of the R-3 zoning request or that the same type of FLUM amendment would be a condition of approval of the zoning to R-3.

COMPATIBILITY OF PERMITTED LAND USES: Less than 400 feet to the northwest of the subject parcel is a condominium development that is about 20 acres in size and is zoned R-3. In addition, adjacent to the subject parcel’s southwest edge, is a small area that is covered by the Two Family (zoning) District. To the immediate west of the subject parcel is a large block of vacant land zoned R-1. To the immediate south is single family detached housing that is zoned R-1. There are a number of land uses permitted in R-3 that are not allowed in R-1, such as private parking areas, private schools and academies, boarding, rooming, and lodging houses. However, the development agreement ensures that subject property will only be used as a low-density residential subdivision, which is no different than the current uses located on adjacent and nearby properties. There is no evidence that any incompatibilities will be created that did not exist prior to the zoning action. In addition, R-3 and R-1 uses exist adjacently throughout the city and even in nearby situations. Any occurrence of incompatibilities between these different uses can be significantly decreased by ensuring that the backs of these uses adjoin each other rather than their fronts, such is the case in the proposed development.

IMPACT ON PEDESTRIAN AND VEHICULAR TRAFFIC: The public works department anticipates that the development, at full build-out of 56 (calculation was done before site plan was revised to 57 lots) lots of four-unit dwellings, would produce 1366 trips per day. McCutchen Drive, the street that the development will egress to and ingress from, currently handles 1175 trips per day. Classified as a collector, McCutchen is designed to handle 2000 to 6000 trips per day. Thus, the additional traffic from the proposed development can be handled with the existing street infrastructure. Anticipating the increased traffic in the area, the Public Works Department plans to request that a city-funded round-a-bout be built at the intersection of 18th Street and McCutchen Drive (i.e. the proposed development’s entrance). In addition, along the development’s west side that abuts McCutchen, the developer is contributing over $40,000 for the City of Rolla to improve McCutchen. These improvements will include the installation of sidewalks, curbs, and gutters.

ABILITY TO PROVIDE UTILITY SERVICES: As discussed above, there has been no indication that there are any problems with providing services to the proposed development. In actuality, the occurrence of this development will induce sewer improvements for surrounding properties outside of the city limits, yet not part of the proposed development. The applicant will contribute almost $19,000 for these sanitary sewer improvements. In addition, the applicant will be contributing about $4500 for storm water improvements along McCutchen Drive.

ACTION REQUIRED: The action requested from the City Council is to conduct a public hearing on and the first reading of St Maria’s proposal to annex the subject property and to designate the subject parcel as Multi-Family District (R-3) on Rolla’s Official Zoning Map. If St. Maria’s proposals are approved, it is requested that an ordinance or multiple ordinances that enact these proposals are approved and recorded.
October 23, 2017

James Shields
City of Rolla Planner
P.O. Box 979
Rolla, MO 65402

Dear James,

We are requesting that the 62.06 acres located on McCutchen Drive (legal attached) be annexed into the City of Rolla with an R-3 zoning per the attached Development agreement.

As the developer of Wellington Place and Kensington Park I have seen the high demand those communities have held year after year. These are both age restricted communities with 100% occupancy rates and a steadily growing waiting list but people of all ages inquire about them and are looking for something similar which Rolla doesn’t offer at this time.

We feel that a development of this nature will fill the housing gap that we currently have in the Rolla Community. St. Maria’s will be a gated community and offer its occupants security systems, maintenance free living, nature trails, a dog park and a lush clubhouse which will include a state of the art fitness room, a media/game room, restrooms, a kitchenette, a gathering room and a covered patio with gas fire pits.

This community will consist of 56 lots and will allow for private ownership of each lot rather than all lots being owned by one person. The limit of 56 lots on 42.06 acres and the maximum building size being a 4-plex per lot keeps this complex well within the R-1 Density requirements which is yet another feature that will attract people to this community.

St. Maria’s Tatandra was designed to perfectly fit the growing demand for this type of community which makes it the perfect addition to our Rolla community.

I appreciate your consideration of this request and will be happy to answer any questions or concerns you have regarding this development.

Sincerely,

[Signature]
Mike W Jessner
Managing Member

ST. MARIA’S TATANDRA
11975 CR 3450
ST. JAMES, MO 65559
TO: Steve Flowers, Interim Community Development Director
CC: Steffanie Rogers, Finance Director
FR: Floyd Jernigan, Parks and Recreation Director
RE: St. Maria’s Annexation/Zoning Proposal – City Code 42-27 Deeding of Public Parks
DATE: Tuesday, Oct. 31, 2017

City Code states that the requirement of fee-in-lieu payment for open space for public use “shall be in addition to any private open space of recreation facilities designated for the sole benefit of the subdivision residents.” Based on the code and due to the location (approximately a mile to Ber Juan Park but not immediately adjacent to existing park land or trail), park staff recommends cash-in-lieu of parkland in the amount of $35,919.24, based on the formula calculated in subsections 5 and 6, multi-family, calculated at a rate of $12,200 per acre for parkland based on the acreage (42.06) requirements. If determined owed, these monies shall be deposited into the Parks and Recreation Land Escrow Account which can only be used for park improvements by a two-thirds vote of City Council.

The code notes that Council may waive parkland deeding or payment in lieu requirements. Should Council take that action on this private open space, we recommend such language affirming that, “At no point should the City or the City’s Parks Department take over future responsibility for this private improvement.”

Sec. 42-27. Deeding of Public Parks; Alternative Payment In Lieu of Parkland Deeding.

All residential lot splits of more than two (2) lots shall, as part of the final plat process, deed land or an equivalent fee-in-lieu payment for open space for public use. This requirement shall be in addition to any private open space or recreation facilities designated for the sole benefit of the subdivision residents. The City Council may waive parkland deeding or payment in lieu requirements for subdivisions targeted to providing affordable housing as determined by the Director. The area of such open space for public use shall be within the general area of the development or be of a community nature to serve the needs created by such development and shall meet the following requirements: (Ord. 3799, §5).
ORDINANCE NO. ________

AN ORDINANCE APPROVING THE ANNEXATION OF THE 42.06-ACRE PARCEL IDENTIFIED WITH THE PHELPS COUNTY ASSESSOR'S ACCOUNT NUMBER OF 12081 AND TO DESIGNATE SAID PARCEL AS MULTI-FAMILY DISTRICT (R-3) ON THE OFFICIAL ZONING MAP OF THE CITY OF ROLLA (ST. MARIA'S).

WHEREAS, a petition was duly filed with the Community Development Department on October 23, 2017 requesting that the property described above be annexed and zoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri. So as to change the class of the real property hereinafter described: and

WHEREAS, a public notice was duly published on November 2, 2017, in the Rolla Daily News for this annexation and zoning according to law which notice provided that a Public Hearing would be held at Rolla City Hall, 901 North Elm Street in the City of Rolla, Missouri; and

WHEREAS, the Rolla Planning and Zoning Commission met on November 14, 2017, at 5:30 p.m. and voted to recommend that the City Council approve the annexation and zoning of the subject property as proposed: and

WHEREAS, the City Council, during their meeting on November 20, 2017, conducted a public hearing concerning the proposed annexation and zoning to hear the first reading of the subject ordinance and conduct a public hearing:

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

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

Section 1: The applicant requests that the City Council of the City of Rolla, Missouri, annex into the corporate limits of Rolla, Missouri, the property identified by the legal description submitted in Exhibit A as presently unincorporated, yet contiguous to the corporate limits of the City of Rolla, Missouri:

Section 2: That the full voluntary annexation procedure as outlined in RSMo. 71.012 will require a public hearing and the City Council determination that the annexation proposal meets the criteria established under Missouri State Statute RSMo.71.012;

Section 4: That the developer(s) will be required to pay a Land Development Permit Fee and a Storm Water Management Fee if required by the Public Works Director;

Section 5: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri, which said zoning ordinance adopts zoning regulations, use districts, and the zoning map in accordance with the Comprehensive Plan, is hereby amended by changing the
zoning classification of the following property situated within the City of Rolla, Missouri, and described, as follows, an ordinance to approve the zoning of property identified with the Phelps County Assessor's Account Number of 12081;

Section 6: This Ordinance shall be in full force and effect from and after the date of its approval. Building permits may not be issued by the Community Development Department until the plat has been filed with the Phelps County Recorder of Deeds.


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
Exhibit A

Commencing at the Northwest Corner of the W½ of Lot One of the NW¼ of Section 6, Township 37, Range 7 West, running; thence East along the quarter section line 100 rods; thence South 64 rods; thence West 100 rods to the township line between Township 37, Range 7 and Township 37, Range 8; thence North along the township line 64 rods to the place of beginning, all in Section 6, Township 37, Range 7 containing forty acre, more or less. Also a tract of land, to-wit: Commencing at a point 100 rods East and 64 rods South of the Northwest corner of the West half of Lot One of the NW¼ of Section 6, Township 37, Range 7; thence South 16 rods; thence West 24 rods; thence South 16 rods; thence West 24 rods; thence North 16 rods; thence East 24 rods to place of beginning, except a strip of land 105 feet in width and 16 rods in length off of the West end of the said above described tract of land, this strip runs North and South and is known as the Hawkins Graveyard.

ALSO: A 15 foot sewer line Easement in the West Half of Lot 1 of the NW¼ of Section 6, Township 37 North, Range 7 West of the 5th P.M., described as follows: Beginning at the Southeast corner of the W½ of Lot 1 of the NW¼ of said Section 8 and lying adjacent to, parallel with and extending 15.0 ft. West of a line described as North 0°06' East, 397.69 feet; thence extending 7.5 feet on either side of a line described as North 88°40' West, 328.67 feet.

Except all legally established roads and highways.

Subject to easements, restrictions, covenants, dedications and reservations existing or of record.

Including all appurtenant easements inuring to the benefit of the above land as the dominant tenement and subject to all easements to which the above land is the servient tenement.

I. A. 12.
DEPARTMENT: Community Development  ACTION REQUESTED: First Reading & Public Hearing

SUBJECT: A request to rezone the 0.51-acre tract of land that is located in the city of Rolla, Missouri, at 112 and 114 North Spilman Avenue from the Neighborhood Business District (C-1) to the General Retail District (C-2) and to amend the Future Land Use Map to designate said parcels as Community Commercial.

MEETING DATE: 11-20-2017

GENERAL INFORMATION:
LEGAL DATE: 11-2-2017  185 FOOT NOTICE: 10-31-2017

APPLICANT: The parcels subject to the proposed ordinance (the subject parcels) are owned by the Winfred B. & Tina M. Eudaly Trust and their mailing address is P.O. Box 1446 Rolla, Missouri 65402. Joshua H. Meyer (the applicant) has signed a real estate agreement for the purchase of the subject parcels that is contingent on the approval of this rezone proposal.

LOCATION: The subject parcels are located in the city of Rolla, Missouri, approximately 15 feet west of the intersection North Spilman Avenue and U.S. Highway 63 (See Figure 2-A for general area map with zoning). The Phelps County Assessor’s Account Numbers for the subject parcels are, from north to south, 7898 and 7910. The legal description of the parcels is Lot 1 and Lot 2 of Block 4 of Cowan’s Addition.

CURRENT USE, ZONING, AND FLUM DESIGNATION: The current uses of the subject parcels are vacant land. The subject parcels are located in the Neighborhood Business District (C-1). The Future Land Use Map (FLUM) designation is Medium/High Density Residential (MHDR).

PROJECT DESCRIPTION: The proposal is to amend Rolla’s Official Zoning Map that covers the subject parcel in a way that changes the designation of the subject parcel from the C-1 to the General Retail District (C-2) and to amend the Future Land Use Map to designate said parcels as Community Commercial. If approved, the applicant proposes to establish the land use of “Automobile Sales...” on the subject parcels by opening a small car sales lot.

ANALYSIS:
MAP CORRECTION AND CHANGING CONDITIONS: In 2001 the subject parcels were rezoned from the Two Family Residential District (R-2) to C-1. R-2 is meant to be transition from R-1 to the Multi-Family District (R-3). The street block that the subject parcels are located in (the subject block) is all residential or vacant. Separating the east side of this block, the side where the subject parcels are located, from U.S. Highway 63 is a skinny one sided block with Highway Commercial District (C-3) uses facing this highway. The subject block’s west side faces other residential uses across Walker Avenue. The block to the south of the subject block is similar in its FLUM designations, MHDR on its east side and Low/Medium Density FLUM designation on its
The east side of the block south of the subject block only has apparently three residences left on it while the entire southern portion of this block is consumed by a Walgreens store and an insurance company office.

While the intention of the FLUM designations of the subject block and the block to the south of the subject block may have been to produce a clear hierarchal transition of residential intensity, the east side of the subject block and the east side of the block to its south that still remains residential was developed as low density residential instead of the intended use of high density residential. Thus, this hierarchal transition of residential intensity was never realized and with the increasing establishment of commercial developments occurring in on the east side of these blocks, there does not appear to be any trend towards producing this hierarchal transition of residential intensity. In addition, the skinny blocks to the east of these blocks that were designated as Community Commercial (the most intense commercial category on the FLUM map) and given a respective zoning of Highway Commercial District (C-3), are not deep enough to accommodate today’s big box stores, abundant parking requirements, and the amount of businesses that would be drawn to this stretch of U.S. Highway 63. Now, the city has single family residences facing the backs of high intensity commercial. Because there is no buffer between these very different uses and the high-activity front of the single family residences face the backs of commercial businesses, which can also produce intense activity, such as loading and unloading goods, there is an unforeseen consequence of creating potential nuisances for these single family residences. It is clear that the east side of said blocks are becoming increasingly inundated with nuisances and becoming increasingly more valuable to potential businesses that would like to locate to the heavily-traveled U.S. Highway 63. Therefore, amending the Official Zoning Map to designate the subject parcels as C-2 and amending the FLUM map as Community Commercial could be argued to be an appropriate action that corrects said maps to conform to emerging development patterns and begins to decrease the likelihood of future nuisances.

**INTENT OF COMPREHENSIVE PLAN:** Within Rolla 2020, the latest update to Rolla’s comprehensive plan, under a description of the FLUM land use category of Community Commercial, it is stated that as existing uses and buildings become obsolete along major highway corridors, Community Commercial redevelopment should be encouraged and that Community Commercial Activity Centers require 10 to 30 acres of land (Rolla 2020, 2005, p. 65). By slowly amending the zoning and FLUM maps along these highways in a way that allows large blocks to be created, the intent of these statements is being realized.

**COMPATIBILITY OF PERMITTED LAND USES:** As discussed earlier, the east side of the subject block already faces intense commercial activities. While the west side of the subject block is zoned R-2; the deep lots, the fact that the rears of uses are less intense than their fronts, and the fact that there will be a buffer yard required between the subject parcels and the residential parcels to the west, suggests that these differing uses could be compatible. While the existing single family residential uses on the east side of the subject block may not be compatible with such uses as a car lot, there is existing intense commercial uses only a few dozen feet to their fronts and adding another similar commercial use should not, in relative terms, significantly increase the incompatibilities that currently and historically exist to their fronts and have existed to the north on the subject parcel for the past 16 years, the time period since the subject parcels were up-zoned to commercial uses.
AREA AND BULK REQUIREMENTS: It is planned for the subject parcels to be consolidated before applying for building permits. Once consolidated, the rezoned parcel will meet all of the bulk and area requirements for the C-2 zoning district. In addition, the approval of this rezone would not increase any non-conforming aspect of the currently-configured parcels.

PUBLIC COMMENT/ISSUES: One owner of a nearby property has made a comment in favor for the rezone proposal at the Planning and Zoning Commission Meeting. No petitions have been filed to the community development department. In addition, the Development Review Committee (met on 10/31/17) concluded that no issues exist with this case.

ACTION REQUIRED: The action requested from the City Council is to conduct a public hearing on and the first reading of Meyer’s proposals to amend Rolla’s FLUM Map and Official Zoning Map. If these proposals are approved, it is requested that two ordinances that enact these proposals are approved and recorded.
ORDINANCE NO. ______

AN ORDINANCE TO APPROVE THE REZONING OF THE 0.51-ACRE TRACT OF LAND THAT IS LOCATED IN THE CITY OF ROLLA, MISSOURI, AT 112 AND 114 NORTH SPILMAN AVENUE FROM THE NEIGHBORHOOD BUSINESS DISTRICT (C-1) TO THE GENERAL RETAIL DISTRICT (C-2). (Meyer)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department on October 26, 2017, requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

WHEREAS, a public notice was duly published on November 2, 2017 in the Rolla Daily News that in accordance with law provided notice that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on November 14, 2017, at 5:30 p.m. the Planning and Zoning Commission recommended the City Council approve the rezoning of the subject property as proposed by the applicant; and

WHEREAS, the Rolla City Council, during its November 20, 2017, meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

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

The 0.51-acre tract of land that is located in the city of Rolla, Missouri, at 112 and 114 North Spilman Avenue.

[Signature]
SECTION 2: 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 rezoning process has been completed by the City Council.


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
Figure 2-A

Walker Ave.

Spilman Ave.

112 & 114 N. Spilman Ave. (C-1 to C-2)

U.S. HGWY 63

sec. 2nd St.
In 2010 the City of Rolla selected and entered into an Energy Performance Contract for a $2 million+ on energy efficiency improvements at a number of City facilities including City Hall, The Centre, SE Treatment Plant and Public Safety facilities. Energy upgrades included lighting, HVAC controls, insulation, a new roof for RPD and a major pump replacement at the treatment plant. The project also produced a $350,000 ARRA (stimulus) grant for the treatment plant. Siemens has had some difficulty closing out the project due to problems with the planned treatment plant pump but has now closed out the project and submitted the Year 1 Savings Report (March 2016 – February 2017). Siemens will present the final report which exceed the Year 1 Guaranteed Savings of $121,356 by $4,813 in “measured,” “stipulated,” and “operational” savings.
City Of Rolla, Missouri

2017

Year 1 Savings Report
March 1, 2016 – February 28, 2017

SIEMENS

Prepared by:
Siemens Industry, Inc.
585 Skawin Court
Mount Prospect, IL
T: 847.492.7873
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXECUTIVE SUMMARY</td>
<td>2</td>
</tr>
<tr>
<td>ANNUAL SAVINGS SUMMARY</td>
<td>4</td>
</tr>
<tr>
<td>REPORTING FREQUENCY</td>
<td>4</td>
</tr>
<tr>
<td>PERFORMANCE ASSURANCE GUARANTEE PLAN – DEFINITION</td>
<td>4</td>
</tr>
<tr>
<td>Option A – Measured Capacity Savings</td>
<td>4</td>
</tr>
<tr>
<td>Option D – Stipulated Energy Savings</td>
<td>5</td>
</tr>
<tr>
<td>SAVINGS GUARANTEE</td>
<td>5</td>
</tr>
<tr>
<td>ANNUAL SAVINGS GUARANTEE SUMMARY</td>
<td>7</td>
</tr>
<tr>
<td>YEAR 1 SAVINGS</td>
<td>8</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>10</td>
</tr>
<tr>
<td>ACKNOWLEDGEMENT FORM</td>
<td>10</td>
</tr>
<tr>
<td>YEAR 1 ACCEPTANCE AFFIDAVIT LETTER</td>
<td>12</td>
</tr>
<tr>
<td>YEAR 1 ENERGY SAVINGS CALCULATIONS</td>
<td>13</td>
</tr>
</tbody>
</table>

Year 1 Savings Report: March 1, 2016 – February 28, 2017
Proprietary & Confidential © Siemens Industry, Inc., all rights reserved
City of Rolla and Siemens Industry, Inc. entered into an Energy Savings Performance Contract on June 24, 2010. The Siemens Energy Performance Contract guaranteed $121,356 in annual savings for Year 1, shown in Table 1. Realized savings for the first annual period were $126,169 which includes $78,619 in measured and verified savings, $20,281 in stipulated savings, and $27,269 in operational savings, exceeding the current year guarantee by $4,813.

Accumulated realized savings to date are $4,813. Construction period savings are shown for informational purposes only and are not considered in totalized savings.

<table>
<thead>
<tr>
<th>Year</th>
<th>Measured &amp; Verified Savings ($)</th>
<th>Stipulated Savings ($)</th>
<th>Total Realized Energy Savings ($)</th>
<th>Operational Savings ($)</th>
<th>Total Realized Savings ($)</th>
<th>Guaranteed Savings ($)</th>
<th>Excess / Shortfall in Savings ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$0</td>
<td>$47,044</td>
<td>$47,044</td>
<td>$0</td>
<td>$47,044</td>
<td>$47,044</td>
<td>$0</td>
</tr>
<tr>
<td>Year 1</td>
<td>$78,619</td>
<td>$20,281</td>
<td>$98,900</td>
<td>$27,269</td>
<td>$126,169</td>
<td>$121,356</td>
<td>$4,813</td>
</tr>
<tr>
<td>Total</td>
<td>$78,619</td>
<td>$67,325</td>
<td>$145,944</td>
<td>$27,269</td>
<td>$173,213</td>
<td>$168,400</td>
<td>$4,813</td>
</tr>
</tbody>
</table>

As detailed in the contract, construction savings are estimated values and are not guaranteed values. Actual savings will vary from these presented values. Total values in Table 1 do not include construction period savings; these totals only include guaranteed savings for each Annual Period.

<table>
<thead>
<tr>
<th>Annual Period</th>
<th>Electric Energy (kWh/yr) (Note 1, 2)</th>
<th>Electric Demand (kWh/yr)</th>
<th>Natural Gas (CCF/yr) (Note 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>628,570</td>
<td>425</td>
<td>0</td>
</tr>
<tr>
<td>Year 1</td>
<td>1,284,639</td>
<td>1,202</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>1,913,209</td>
<td>1,627</td>
<td>0</td>
</tr>
</tbody>
</table>

Note 1: Annual Energy Savings Guarantee reduced by 26,319 kWh and $1,816 due to elimination of scope for FIM 9, Electric Infrared Heating for Downtown Fire Station Engine Bay. Building Envelope work (3 new windows and exterior wall insulation) was performed on the 2nd Floor of the Community Rm/Fire Station in place of infrared heater work.

Note 2: Annual Energy Savings Guarantee reduced by 34,845 kWh, 416 CCF and $3,104 due to elimination of scope for FIM 10, Internet-Based Programmable Thermostats. Internet-Based Programmable Thermostats were provided to the City but not installed at the Old Fire Station/Community Center or at the New Fire Station at the request of the Fire Department.
The project provided guaranteed energy savings, to reduce the consumption and related costs of energy use City Wide. A brief summary of the project scope of work is presented below:

- **Building Envelope Improvements**
  - Downtown Fire Station
  - Police Station
- **Interior Lighting Upgrades**
  - Police Station
  - Recreational Center
  - New Fire Station
  - Downtown Fire Station
  - City Hall
  - SE Waste Water Treatment Plant
- **Building Exterior Lighting Upgrades**
  - Recreational Center
  - Police Station
  - New Fire Station
  - Old Fire Station
  - SE Waste Water Treatment Plant
- **Interior Lighting Controls**
  - Recreational Center
  - Police Station
  - Downtown Fire Station
  - City Hall
- **Vending Machine Controls**
  - New Fire Station
  - Downtown Fire Station
  - Police Station
  - City Hall
  - Recreational Center
- **Programmable Thermostats**
  - Old Fire Station
  - New Fire Station
  - Police Station
- **Energy Management System Optimizing, Scheduling and Demand Control Ventilation**
  - Recreational Center
  - City Hall
- **Variable Frequency Drive on Indoor Pool Pump and Chlorination System Upgrade**
  - Recreational Center
- **WWTP Upgrade, including New Aeration Blower and Lift Pump System Upgrade**
  - South East Waste Water Treatment Plant
ANNUAL SAVINGS SUMMARY

REPORTING FREQUENCY

The installation period for the project scope of work was from June 24, 2010 through February 18, 2016. The guarantee start period began March 1, 2016 and will follow for the remaining 15 years of the contract. Siemens is required to issue an annual savings report to the City of Rolla within 90 days of the guarantee year end.

PERFORMANCE ASSURANCE GUARANTEE PLAN – DEFINITION

Option A – Measured Capacity Savings:

This approach is intended for Facility Improvement Measures where a one-time measurement for specific equipment or systems instantaneous baseline energy use, and a one-time measurement for specific equipment or systems instantaneous post-implementation (Post) energy use can be measured. Baseline and Post energy consumption is calculated by multiplying the measured end use instantaneous capacity (i.e. – kW, Gal/hr, BTU/hr) by stipulated hours of operation for each mode of operation (i.e. – hours, week, month). The calculation, evaluation, and reporting, are defined in Article 4-Measurement and Verification.

Option D - Stipulated Energy Savings:

This approach is intended for a FIM where 1) the end use capacity or operational efficiency, 2) the demand, energy consumption or power level, or 3) the manufacturer’s measurements, industry standard efficiencies or operating hours, are known in advance, and used in an analysis that allows a mathematical calculation of the outcome (s) of the analysis methodology. Based on the established analytical methodology the Stipulated Savings will be achieved upon Substantial Completion of the FIM and no further measurements or calculations will need to be performed. The methodology and calculations to establish the Savings value is defined in Article 4-Measurement and Verification.
SAVINGS GUARANTEE

The following section reiterates the contract guaranteed savings values for the measures installed at the City of Rolla, Missouri. The total guaranteed energy savings for the City of Rolla project is summarized in Table 3 for each year of the 15 year contract term.

Table 3 – Total Annual Guaranteed Energy Savings (Units)

<table>
<thead>
<tr>
<th>Energy Savings</th>
<th>Electric Energy (kWh/yr)</th>
<th>Electric Demand (kW/yr)</th>
<th>Natural Gas (CCF/yr) (Note 1, 2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guarantee</td>
<td>1,257,140</td>
<td>850</td>
<td>0</td>
</tr>
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</table>

Table 4 – Total Annual Guaranteed Cost Savings ($)

<table>
<thead>
<tr>
<th>Annual Period</th>
<th>Energy Savings ($) (Note 1, 2)</th>
<th>Operational Savings ($)</th>
<th>Total Guaranteed Savings ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>$94,087</td>
<td>$27,269</td>
<td>$121,356</td>
</tr>
<tr>
<td>Year 2</td>
<td>$97,380</td>
<td>$28,087</td>
<td>$125,467</td>
</tr>
<tr>
<td>Year 3</td>
<td>$100,788</td>
<td>$28,930</td>
<td>$129,718</td>
</tr>
<tr>
<td>Year 4</td>
<td>$104,316</td>
<td>$29,798</td>
<td>$134,114</td>
</tr>
<tr>
<td>Year 5</td>
<td>$107,967</td>
<td>$30,692</td>
<td>$138,659</td>
</tr>
<tr>
<td>Year 6</td>
<td>$111,746</td>
<td>$31,613</td>
<td>$143,359</td>
</tr>
<tr>
<td>Year 7</td>
<td>$115,657</td>
<td>$32,561</td>
<td>$148,218</td>
</tr>
<tr>
<td>Year 8</td>
<td>$119,705</td>
<td>$33,538</td>
<td>$153,243</td>
</tr>
<tr>
<td>Year 9</td>
<td>$123,895</td>
<td>$34,544</td>
<td>$158,439</td>
</tr>
<tr>
<td>Year 10</td>
<td>$128,231</td>
<td>$35,580</td>
<td>$163,811</td>
</tr>
<tr>
<td>Year 11</td>
<td>$132,719</td>
<td>$36,648</td>
<td>$169,367</td>
</tr>
<tr>
<td>Year 12</td>
<td>$137,364</td>
<td>$37,747</td>
<td>$175,111</td>
</tr>
<tr>
<td>Year 13</td>
<td>$142,172</td>
<td>$38,880</td>
<td>$181,052</td>
</tr>
<tr>
<td>Year 14</td>
<td>$147,148</td>
<td>$40,046</td>
<td>$187,194</td>
</tr>
<tr>
<td>Year 15</td>
<td>$152,298</td>
<td>$41,247</td>
<td>$193,545</td>
</tr>
<tr>
<td>Total</td>
<td>$1,815,473</td>
<td>$507,180</td>
<td>$2,322,653</td>
</tr>
</tbody>
</table>

Note 1: Annual Energy Savings Guarantee reduced by 26,319 kWh and $1,816 due to elimination of scope for FIM 9, Electric Infrared Heating for Downtown Fire Station Engine Bay. Building Envelope work (3 new windows and exterior wall insulation) was performed on the 2nd Floor of the Community Rm/Fire Station in place of infrared heater work.

Note 2: Annual Energy Savings Guarantee reduced by 34,845 kWh, 416 CCF and $3,104 due to elimination of scope for FIM 10, Internet-Based Programmable Thermostats. Internet-Based Programmable Thermostats were provided to the City but not installed at the Old Fire Station/Community Center or at the New Fire Station at the request of the Fire Department.
<table>
<thead>
<tr>
<th>FIM</th>
<th>Energy/Utility Savings ($)</th>
<th>Operational Savings ($)</th>
<th>Total Savings ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Exhibit C</td>
<td>Measurement and Verification Options</td>
<td>D</td>
</tr>
<tr>
<td>FIM 8: Building Envelope Improvements to Downtown Fire Station</td>
<td>Downtown Fire Station Wall Insulation</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>FIM 9: Electric Infrared Heating for Downtown Fire Station Engine Bay</td>
<td>Infrared Heating in Engine Bay (Old Fire Station)</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>FIM 3-5: Lighting Upgrades, Lighting Controls, Exit Signs</td>
<td>Lighting Renovations, Lighting Controls</td>
<td>$41,588</td>
<td>$ -</td>
</tr>
<tr>
<td>FIM 6: Vending Occupancy Controls</td>
<td>Vending Controls</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>FIM 10: Internet-Based Programmable Thermostats</td>
<td>Programmable Thermostat</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>FIM 12: Update Chlorination System for Indoor Pool at Recreational Center</td>
<td>Chlorination System Upgrade</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>FIM 13: Roof Replacement at Police Station</td>
<td>Police Station Roof Replacement</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>FIM 1: Southeast WWTP - Aeration System Upgrades - Blower Replacement</td>
<td>Blower Replacement</td>
<td>$22,359</td>
<td>$ -</td>
</tr>
<tr>
<td>FIM 2: Southeast WWTP - WEMCO Pump Replacements</td>
<td>WEMCO/Flyte Pumps Motor and Drives</td>
<td>$2,814</td>
<td>$ -</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Year 1 Savings Report: March 1, 2016 – February 28, 2017
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The Annual Savings Guarantee Summary for City of Rolla may be found in Table 6. For the first year annual period, savings totaled $126,169.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Construction</td>
<td>2017</td>
<td>$47,044</td>
<td>$0</td>
<td>$47,044</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>1</td>
<td>2017</td>
<td>$94,087</td>
<td>$27,269</td>
<td>$121,356</td>
<td>$126,169</td>
<td>$4,813</td>
</tr>
<tr>
<td>2</td>
<td>2018</td>
<td>$97,380</td>
<td>$28,087</td>
<td>$125,467</td>
<td></td>
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<tr>
<td>3</td>
<td>2019</td>
<td>$100,788</td>
<td>$28,930</td>
<td>$129,718</td>
<td></td>
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<td>4</td>
<td>2020</td>
<td>$104,316</td>
<td>$29,798</td>
<td>$134,114</td>
<td></td>
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<td>2021</td>
<td>$107,967</td>
<td>$30,692</td>
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<td></td>
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<tr>
<td>6</td>
<td>2022</td>
<td>$111,746</td>
<td>$31,613</td>
<td>$143,359</td>
<td></td>
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</tr>
<tr>
<td>7</td>
<td>2023</td>
<td>$115,657</td>
<td>$32,561</td>
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<tr>
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<tr>
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<td>$35,580</td>
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<tr>
<td>11</td>
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<td>$132,719</td>
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<td>$169,367</td>
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<tr>
<td>12</td>
<td>2028</td>
<td>$137,364</td>
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<td>$175,111</td>
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<td>13</td>
<td>2029</td>
<td>$142,172</td>
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<td>$152,298</td>
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<td>$193,545</td>
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<tr>
<td>Totals</td>
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<td>$507,180</td>
<td>$2,369,697</td>
<td>$126,169</td>
<td>$4,813</td>
</tr>
</tbody>
</table>
YEAR 1 SAVINGS

Table 1 below is the first year savings breakdown report showing the FIM number along with the measure description within the city. Period Program Savings is indicated for total utility savings on electric, gas and water, period operational and capital offsets if applicable. Total first year savings is listed in the far right column. Below the savings spreadsheet is a comparison of Total Period Savings and Total Period Guarantee for Year 1 showing a net Energy and Operational Savings of $126,169 which meets our guarantee as described in Article 1: Summary of Articles and Total Guaranteed Savings.

<table>
<thead>
<tr>
<th>FIM</th>
<th>Energy/Utility Savings ($)</th>
<th>Measurement and Verification Options</th>
<th>Operational Savings ($)</th>
<th>Total Savings ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A Measured Capacity</td>
<td>B Measured Consumption</td>
<td>C Main Meter Comparison</td>
<td>D Stipulated</td>
</tr>
<tr>
<td>Exhibit A Nomenclature</td>
<td>Exhibit C Nomenclature</td>
<td>Downtown Fire Station Wall Insulation</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>FIM 8: Building Envelope Improvements to Downtown Fire Station</td>
<td>Infrared Heating in Engine Bay (Old Fire Station)</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>FIM 9: Electric Infrared Heating for Downtown Fire Station Engine Bay</td>
<td>Lighting Renovations, Lighting Controls</td>
<td>$53,687</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FIM 3-5: Lighting Upgrades, Lighting Controls, Exit Signs</td>
<td>Vending Controls</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>FIM 6: Vending Occupancy Controls</td>
<td>Programmable Thermostat</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>FIM 10: Internet-Based Programmable Thermostats</td>
<td>DDC Controls Upgrade</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>FIM 7: Energy Management Systems (EMS) Optimization and Scheduling</td>
<td>Demand Control Ventilation</td>
<td>$3,610</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Year 1 Savings Report: March 1, 2016 – February 28, 2017
Proprietary & Confidential © Siemens Industry, Inc., all rights reserved
<table>
<thead>
<tr>
<th>Project</th>
<th>Description</th>
<th>Year 1 Savings</th>
<th>Year 2 Savings</th>
<th>Year 3 Savings</th>
<th>Total Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIM 11:</td>
<td>Variable Frequency Drive (VFD) on Indoor Pool Pump</td>
<td>$4,314</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>FIM 12:</td>
<td>Chlorination System Upgrade</td>
<td>$ -</td>
<td>$ -</td>
<td>$124</td>
<td>$124</td>
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<tr>
<td></td>
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<td></td>
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<td>$3,685</td>
</tr>
<tr>
<td>FIM 13:</td>
<td>Police Station Roof Replacement</td>
<td>$ -</td>
<td>$ -</td>
<td>$176</td>
<td>$176</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td>FIM 1:</td>
<td>Southeast WWTP - Aeration System Upgrades - Blower Replacement</td>
<td>$16,121</td>
<td>$ -</td>
<td>$ -</td>
<td>$18,121</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>$14,026</td>
</tr>
<tr>
<td>FIM 2:</td>
<td>Southeast WWTP - WEMCO Pump and Drives</td>
<td>$2,986</td>
<td>$ -</td>
<td>$ -</td>
<td>$2,986</td>
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<td>$2,986</td>
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<tr>
<td></td>
<td>Total</td>
<td>$10,718</td>
<td>$ -</td>
<td>$18,182</td>
<td>$28,898</td>
</tr>
</tbody>
</table>

Year 1 Savings Report: March 1, 2016 – February 28, 2017
Proprietary & Confidential © Siemens Industry, Inc., all rights reserved
Hi John,

I did some research and the City’s contract states that we would provide a report every year for the next 14 more (15 total) years. The contract calls for Measurement & Verification (M&V) Option A and Option D programs. Option A is a 1-time pre and post measurement Performance Assurance report, which is what I sent to you yesterday. While Option D is stipulated savings, which have been agreed upon and reported.

As a result, there are not ongoing measurements to perform. With no additional on-going measurements, future reports would only reflect existing measurements that are included in the report I sent you yesterday with annual utility escalations.

Typically we would have billed the City for the Performance Assurance report ahead of the performance period (year 1 guarantee) and renew each anniversary of that date. However, we have not invoiced the City at this point and given the circumstances we do not intend to and we are waiving the $8,008.00 fee.

Moving forward, if the City wishes to continue with the guarantee of savings and the annual reports, the City will be invoiced annually. In this scenario, we would invoice $8,288 for year 2 (see table from contract exhibit B below) which would cover March 1, 2017- February 28, 2018.

With that said, if the city does not find value in continuing to receive this report annually for the annual payments, then you’re free to cancel it. Or, another option could be to have a conversation regarding altering services and associated payments (annual visits, various measurements, check up on blower parameters, etc.)...this is completely up to the City to decide.

Below I’ve included the annual M&V invoicing schedule from exhibit B of the original contract. Obviously, since it took some time to finally close out the project, the years are off quite a bit.

Please let me know if you have any questions.

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Payments ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011 - Year 1</td>
<td>8,008.00</td>
</tr>
<tr>
<td>2012 - Year 2</td>
<td>8,288.00</td>
</tr>
<tr>
<td>2013 - Year 3</td>
<td>8,578.00</td>
</tr>
<tr>
<td>2014 - Year 4</td>
<td>8,878.00</td>
</tr>
<tr>
<td>2015 - Year 5</td>
<td>9,189.00</td>
</tr>
<tr>
<td>2016 - Year 6</td>
<td>9,511.00</td>
</tr>
<tr>
<td>2017 - Year 7</td>
<td>9,844.00</td>
</tr>
<tr>
<td>2018 - Year 8</td>
<td>10,188.00</td>
</tr>
<tr>
<td>2019 - Year 9</td>
<td>10,545.00</td>
</tr>
<tr>
<td>2020 - Year 10</td>
<td>10,914.00</td>
</tr>
<tr>
<td>2021 - Year 11</td>
<td>11,296.00</td>
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<tr>
<td>2022 - Year 12</td>
<td>11,691.00</td>
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<tr>
<td>2023 - Year 13</td>
<td>12,100.00</td>
</tr>
<tr>
<td>2024 - Year 14</td>
<td>12,524.00</td>
</tr>
<tr>
<td>2025 - Year 15</td>
<td>12,962.00</td>
</tr>
</tbody>
</table>

Gerard Puleo
Business Development

SIEMENS
Municipal Solutions - Infrastructure & Cities
Recently, City of Rolla Fire & Rescue personnel attended Emergency Response Radiological Transportation Training through the Missouri Department of Resources (MODNR). This was an eight (8) hour class.

As part of the training, MODNR agreed to provide the following equipment at no cost to the City of Rolla. In addition, the Memorandum of Agreement states that costs associated with calibration, repair, and maintenance will be funded through MODNR.

- 2 – Ludlum 2241 – 3 three probe kits
- 4 – Canberra Radiac Dosimeters

This Memorandum of Agreement shall expire five years from the last signature date, at which time, the equipment will be considered officially transferred to the Recipient agency.

**Fire Administration recommends the City Council approve the ordinance.**
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 THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR MEMORANDUM OF AGREEMENT.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and the Missouri Department of Natural Resources for Memorandum of Agreement, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR
MEMORANDUM OF AGREEMENT
BETWEEN THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND
CITY OF ROLLA
REGARDING TRANSFER OF RADIATION DETECTION EQUIPMENT

This Memorandum of Agreement (MOA) is entered into on this __________ day of __________, 2017, between the Missouri Department of Natural Resources (MoDNR) and the City of Rolla (Recipient).

WHEREAS, the MoDNR and Recipient each have responsibilities related to public safety during any incident involving the transporation of radioactive materials on Missouri's highway and rail systems, and;

WHEREAS, the MoDNR and Recipient desire to be prepared in case of an incident involving radioactive material during transportation in, or through, the State of Missouri, and;

WHEREAS, the Revised Statutes of Missouri (RSMo), specifically Sections 260.392 to 260.399, requires shippers pay a fee for shipping radioactive material and allows MoDNR to use the resulting revenue for the purposes outlined in Section 260.392, RSMo. Including, among other things, for the purchase of radiation detection equipment and;

WHEREAS, ready access to radiation detection equipment will facilitate response by Recipient to any incident involving radioactive materials on Missouri highways and railways;

NOW, THEREFORE, the MoDNR and Recipient agree to the following:

Subject to appropriation authority and availability of funding, radiation detection equipment shall be provided by the MoDNR to the Recipient for use in planning, exercising, and responding to transportation-related incidents involving radioactive materials.

The Recipient shall be eligible to receive this equipment at no cost upon having met criteria established by the MoDNR, including, but not limited to successfully completing the US Department of Energy's Modular Emergency Response Radiological Transportation Training, provided by the MoDNR.

For the duration of this MOA, including any extensions, Recipient agrees to the following:

- Conduct manufacturer recommended maintenance checks of the equipment issued under this MOA and document these checks in a reproducible format.
- Ensure equipment issued under this MOA is maintained in good working order and calibrated per manufacturer's recommendations and to seek MoDNR authorization prior to arranging for calibrations or qualified service when repairs are necessary.
- Ensure equipment issued under this MOA will be used by staff that is trained in the proper care and use of the equipment.
- Track that necessary calibrations are completed for each piece of equipment issued.
• Maintain possession of equipment and, if applicable, document as inventory.

• Equipment issued under this MOA shall not be transferred to any other person or entity without prior written approval from MoDNR.

• To contact the MoDNR for approval prior to disposing of equipment issued under this MOA.

• To notify the MoDNR immediately should any equipment issued under this MOA become lost, stolen, or damaged beyond repair.

• To provide MoDNR, upon request, all records relating to any equipment received pursuant to this MOA, including, but not necessarily limited to, records relating to the calibration and maintenance of the equipment.

The MoDNR agrees to:

• Provide the Modular Emergency Response Radiological Transportation Training

• Provide equipment based upon the MDNR’s eligibility requirements.

• Reimburse, fund, or conduct annual calibrations, repair, and maintenance on equipment issued under this MOA, subject to appropriation and availability of funds.

By signing this MOA, the Recipient agrees to abide by the conditions set out above. This MOA shall expire five years from the last signature date, at which time, the equipment will be considered officially transferred to the Recipient agency. At that time, the Recipient shall be solely responsible for maintaining and calibrating the equipment and will bear all associated costs. This MOA may be extended upon agreement in writing by both the MoDNR and the Recipient.

Receipt of itemized equipment shall be documented and signed for separately on a Record of Equipment Receipt form, an example of which is attached hereto as Exhibit 1.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement in duplicate on the date of the last signatory below.

RECIPIENT

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: ___________________________ Date

Signature

By: ___________________________ Date

Signature

Printed Name and Title
ITEM/SUBJECT: Elected Officials Compensation — Four Distinct Ordinances

BUDGET APPROPRIATION (IF APPLICABLE) $13,800 Total

DATE: 11/20/2017

COMMENTARY:

We included increases to all elected official compensation following the next elections (1 and 2 year implementation for City Council) — adjustments we have not formally considered to the Judge/Prosecutor since 1994 and Mayor/Council since 2000 (actually lowered the Mayor’s compensation that year).

Most MO communities do provide a stipend for local elected officials so candidates don’t actually sacrifice financially to serve. Annually I do a snapshot salary comparison from the 30 or so communities somewhat comparable to Rolla which includes data on elected officials (info below). Other approaches could be an inflationary-based adjustment or a flat percentage increase. Some thoughts on same is listed below:

<table>
<thead>
<tr>
<th>Current Rolla Stipend</th>
<th>Mayor</th>
<th>City Council</th>
<th>Municipal Judge</th>
<th>City Prosecutor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$8,000</td>
<td>$1,800</td>
<td>$15,000</td>
<td>$24,600</td>
</tr>
<tr>
<td>Municipal Range</td>
<td>$1 - $19,500</td>
<td>$1 - $9,900</td>
<td>$3,000 – 75,000</td>
<td>$15,000 - $45,266</td>
</tr>
<tr>
<td>Municipal Average</td>
<td>$6,446</td>
<td>$2,896</td>
<td>$28,885</td>
<td>$20,994</td>
</tr>
<tr>
<td>CPI Index (2000)</td>
<td>$11,700</td>
<td>$2,200</td>
<td>$21,600</td>
<td>$35,400</td>
</tr>
<tr>
<td>Rolla Proposed Budget</td>
<td>$10,000</td>
<td>$2,250</td>
<td>$18,000</td>
<td>$28,000</td>
</tr>
<tr>
<td>% inc</td>
<td>25%</td>
<td>25%</td>
<td>20%</td>
<td>14%</td>
</tr>
</tbody>
</table>

Increases would not take effect until after the next (relevant) election. The total budgeted impact as proposed would be $13,800.

Only vaguely related the proposed changes to Ch. 2 of the Rolla City Code also change the official title of the “City Attorney” (prosecutor) to “City Prosecuting Attorney” to draw a clearer distinction between the city attorney title and the city counselor title.

Recommendation: 1st Reading of each of the four Ordinances to adjust elected officials compensation.
ORDINANCE NO.__________

AN ORDINANCE REPEALING SECTION 2-69 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 2-69 IN LIEU THEREOF PERTAINING TO THE COMPENSATION OF THE MAYOR.

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

Section 1: That Section 2-69 of the Code of the City of Rolla, Missouri, pertaining to the compensation of the mayor is hereby repealed and a new Section 2-69 of the Code is hereby enacted in lieu thereof as follows:

Sec. 2-69. Compensation.

The mayor shall receive the annual salary of ten thousand dollars ($10,000) which shall be paid bi-weekly. The mayor shall be reimbursed for expenses as outlined in Section 2-24 of the Municipal Code.

Section 2: That this ordinance shall be in full force and effect from and after April 16, 2018.


APPROVED:

ATTEST: Mayor

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
ORDINANCE NO.__________

AN ORDINANCE REPEALING SECTION 2-12 OF THE GENERAL ORDINANCES OF THE
CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA,
MISSOURI, AND ENACTING A NEW SECTION 2-12 IN LIEU THEREOF PERTAINING TO
THE COMPENSATION OF THE CITY COUNCIL.

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

Section 1: That Section 2-12 of the Code of the City of Rolla, Missouri, pertaining to the
compensation of the city council is hereby repealed and a new Section 2-12 of the Code is hereby
enacted in lieu thereof as follows:

Sec. 2-12. Compensation.

a. The salary of the councilmen shall be fixed by ordinance and shall not be
changed during the time for which they were last elected.

b. Each council member shall receive the annual salary of two thousand two
hundred fifty dollars ($2,250), which shall be paid bi-weekly. Council members
shall be reimbursed for expenses as outlined in Section 2-24 of the Municipal
Code.

Section 2: That this ordinance shall be in full force and effect from and after April 16,
2018.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND
APPROVED BY THE MAYOR THIS 20TH DAY OF NOVEMBER 2017.

APPROVED:

ATTEST: __________________________

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

III. B.3.

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

Section 1: That Sections 2-88, 2-89, and 2-90 of the Code of the City of Rolla, Missouri, pertaining to the compensation of the city prosecuting attorney are hereby repealed and new Sections 2-88, 2-89, and 2-90 of the Code are hereby enacted in lieu thereof as follows:

Division 2 – City Prosecuting Attorney

Sec. 2-88. Qualifications.

The city prosecuting attorney shall be a person licensed to practice law in the State of Missouri and be a resident of the city. (Ord. 2305, §1.)

Sec. 2-89. Compensation.

The city prosecuting attorney shall receive for his/her services an annual compensation of twenty eight thousand dollars ($28,000.00), which compensation shall be paid bi-weekly. Nothing herein contained shall be construed to mean the city prosecuting attorney is a general employee for purposes of Section 2-53.

Sec. 2-90. Duties generally.

The city prosecuting attorney shall prosecute all violations of municipal ordinances of the city in all courts of the state and shall do everything incidental thereto.

In the absence of the city counselor, the city prosecuting attorney may perform the duties of that office as established by ordinance at such compensation as may be by ordinance established. (Ord. 2297, §1.)

Section 2: That this ordinance shall be in full force and effect from and after April 16, 2018.


APPROVED:

ATTEST:

____________________
MAYOR

CITY CLERK

APPROVED AS TO FORM:

____________________
CITY COUNSELOR
ORDINANCE NO._____


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

Section 1: That Section 2-135 of the Code of the City of Rolla, Missouri, pertaining to the compensation of the municipal judge is hereby repealed and a new Section 2-135 of the Code are hereby enacted in lieu thereof as follows:

Sec. 2-135. Compensation.

The municipal judge shall receive the annual salary of eighteen thousand dollars ($18,000.00), which salary shall be paid bi-weekly.

Section 2: That this ordinance shall be in full force and effect from and after April 16, 2018.


APPROVED:

_________________________
MAYOR

ATTEST:

_________________________
CITY CLERK

APPROVED AS TO FORM:

_________________________
CITY COUNSELOR
COMMENTARY: The attached ordinance sets the sewer user rates for the next four years.

To date we have charged for sewer service based solely on water use. Our efforts in reducing inflow and infiltration (I&I) into our collection system has made it clear that a significant portion of our costs has to do with the operation, maintenance, repair and replacement of our collection system. The cost of this activity has more to do with the age of the system and not water use. Treatment costs, on the other hand are driven by volume and the amount of pollutants.

We are proposing a three part sewer rate going forward.

The first part of the rate is a user rate based on the number of gallons of water use. This portion of the fee is to cover the cost of providing the treatment wastewater receives at our three wastewater plants before it is discharged in the area watersheds. We are anticipating changes in our discharge permits with DNR in 2018. It is estimated that over the next five years we will be required to invest approximately $25 million in plant improvements primarily at our Southeast and Vichy Road Treatment Plants. This rate needed for these planned improvements plus sewer treatment operations is to be estimated to be $5.25/1000 gal of water use. We also estimate that this rate per 1000 gal should stay the same for the next four years. This proposed rate is listed in the first part of the proposed Section 35-126. Basic user for metered users.

Over this same four year period of time we are proposing the implementation of a Service Availability Fee (SAF). This fee is to be based on the cost of operation, maintenance and replacement of our sewer collection system. This service availability fee is a set charge per month and has been set based on the customer's water meter size. Most of our meters in the system are one inch or (97%). For these customers we are recommending an ultimate $12 per service availability fee implemented over a four year period. The monthly service availability fee for larger meters used by large commercial activities has been adjusted upward to more fairly reflect the impact these large users have on the size of the collection system pipe they are connected to. These proposed rates are listed in the second half of the proposed Section 35-126 Basic user for metered users.

By way of comparison the amount charged monthly to a customer with a one inch meter using 5000 gal would be the following:

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>User</td>
<td>$25.75</td>
<td>$29.25</td>
<td>$32.25</td>
<td>$35.25</td>
<td>$38.25</td>
</tr>
</tbody>
</table>

Included in the write up is a survey comparing Rolla rates with a sample of Missouri Cities. Both our proposed Service Availability Fee (SAF) and our Flow Charge per 1000 gal fall within the range of fees charged state wide for sewer service.
Using data from our metered residential usage an equivalent annual rate for non-metered users will be implemented and are listed in Section 35-127 Basic user rate for non-metered residential users and is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$325.75</td>
</tr>
<tr>
<td>2018</td>
<td>$365.40</td>
</tr>
<tr>
<td>2019</td>
<td>$377.28</td>
</tr>
<tr>
<td>2020</td>
<td>$389.16</td>
</tr>
<tr>
<td>2021</td>
<td>$401.04</td>
</tr>
</tbody>
</table>

The third part of the sewer user charge is based on the amount of pollutants measured on the pounds of BOD (biochemical oxygen demand) and pounds SS (suspended solids). As it stands today we have no users contributing wastewater pollutant levels in excess of what is considered normal domestic waste. **Section 35-128 Surcharge Rate** sets the surcharge for treating excess BOD and SS in the wastewater stream. **Section 35-129 Computation of surcharge** establishes the method used to calculate this surcharge. We presently have no customers contributing wastewater with high BOD or SS.

Staff recommends approval.
## Sewer Rate Survey 20 Missouri Cities

### Monthly Sewer Rate Comparison July 2017

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>O'Fallon</td>
<td>86,274</td>
<td>$18.33 for first 4k gal</td>
<td>$2.57</td>
<td>$20.90</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Festus</td>
<td>12,104</td>
<td>$6.83 first 1k gal</td>
<td>$4.25</td>
<td>$23.83</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independence</td>
<td>116,530</td>
<td>$12.00</td>
<td>$2.67</td>
<td>$25.35</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rolla</td>
<td>19,559</td>
<td>$5.15 for first 1K gal</td>
<td>$5.15</td>
<td>$25.75</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Columbia</td>
<td>108,500</td>
<td>$11.56</td>
<td>$3.17</td>
<td>$27.43</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Wentzville</td>
<td>37,395</td>
<td>$9.14</td>
<td>$3.74</td>
<td>$27.84</td>
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<tr>
<td>Lee's Summit</td>
<td>96,076</td>
<td>$9.53</td>
<td>$4.09</td>
<td>$29.98</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Charles</td>
<td>69,293</td>
<td>$3.06</td>
<td>$5.45</td>
<td>$30.31</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Nixa</td>
<td>21,201</td>
<td>$11.25</td>
<td>$3.86</td>
<td>$30.55</td>
<td></td>
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<tr>
<td>Ozark</td>
<td>17,820</td>
<td>$9.26 first 1k gal</td>
<td>$5.49</td>
<td>$31.22</td>
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<td></td>
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<tr>
<td>Springfield</td>
<td>167,319</td>
<td>$18.52</td>
<td>$5.50</td>
<td>$32.02</td>
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<td>St Louis</td>
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<td>$19.46</td>
<td>$2.68</td>
<td>$32.86</td>
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<td>Joplin</td>
<td>52,195</td>
<td>$25.39</td>
<td>$1.67</td>
<td>$33.74</td>
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<tr>
<td>Jefferson City</td>
<td>43,013</td>
<td>$11.33</td>
<td>$4.57</td>
<td>$34.18</td>
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<td>$5.45</td>
<td>$37.00</td>
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<td>Moberly</td>
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<td>$9.00</td>
<td>$5.69</td>
<td>$37.45</td>
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<td>Excelsior Springs</td>
<td>11,522</td>
<td>$12.22</td>
<td>$5.31</td>
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<td>$39.50</td>
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<tr>
<td>Raytown</td>
<td>29,261</td>
<td>$14.7 for first 1k gal</td>
<td>$8.28</td>
<td>$47.82</td>
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</table>

**MAX:** $47.82  
**AVERAGE:** $32.15  
**MIN:** $20.90
ORDINANCE NO.

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 35 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO SEWERS AND WATER.

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

Section 1: That Sections 35-125, 35-126, 35-127, 35-128, 35-129 and Appendix “A” of Chapter 35, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby repealed;

Section 2: That new Sections 35-125, 35-126, 35-127, 35-128 and 35-129 of Chapter 35, of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby enacted in lieu thereof follows:

Sec. 35-125. Basis for wastewater service charges.

The wastewater service charge for the use of and for service supplied by the wastewater facilities of the City of Rolla shall consist of a service availability fee for the operation and maintenance of the collection system and a basic wastewater treatment user charge for wastewater treatment operation, maintenance and replacement, sewer system reserve fund, and a surcharge rate for BOD and SS.

The service availability fee shall be based on the estimated cost for the collection system operation, maintenance and replacement costs.

The basic wastewater treatment user charge shall be based on water usage as recorded by water meters and having the following normal concentrations:

(a) A five day, 20 degree centigrade (20°C) biochemical oxygen demand (BOD) of 200 mg/l.

(b) A suspended solids (SS) content of 250 mg/l.

It shall consist of treatment operation, maintenance and replacement costs plus sewer system reserve fund costs and shall be computed as follows:

(a) Estimate the projected annual revenue required to operate and maintain the wastewater facilities, including a replacement fund for the year and a sewer system reserve fund, for all works categories.
(b) Proportion the estimated costs to wastewater facility categories by Volume, Suspended Solids and BOD, if possible.

(c) Estimate wastewater Volume, pounds of SS and pounds of BOD to be treated.

(d) Proportion the estimated costs of non-industrial users by Volume, Suspended Solids and BOD.

(e) Compute costs per 1,000 gallons for normal sewage strength.

(f) Compute surcharge costs per pound and BOD and SS in excess of normal sewage strength.

A surcharge will be levied to all users whose wastewater exceeds the normal concentrations for BOD (200 mg/l) and SS (250 mg/l). The surcharge will be based on water usage as recorded by water meters and/or sewage meters for all wastes, which exceed the 200 mg/l and 250 mg/l concentration for BOD and SS respectively. Section 35-129 specifies the procedure to compute a surcharge.

That portion of the total user charge collected which is designated for operation and maintenance including replacement purposes as established in Section 35-126, shall be deposited in a separate non-lapsing fund known as the Operation, Maintenance and Replacement Fund and will be kept in two primary accounts as follows:

(a) An account designated for the specific purpose of defraying operation and maintenance costs (excluding replacement) of both collection and treatment works (Operation and Maintenance Account).

(b) An account designated for the specific purpose of ensuring replacement needs over the useful life of the treatment works (Replacement Account). Deposits in the replacement account shall be made annually from the operation, maintenance, and replacement revenue in the amount of $272,189 annually.

The adequacy of the service availability fee and the wastewater service charge shall be reviewed annually by accountants for the City of Rolla and presented in their annual audit report. The service availability fee and wastewater service charge shall be revised periodically to reflect a change in operation and maintenance costs, replacement costs, or the sewer system reserve fund.
The City will review the user charge system every year and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

The City will notify each user at least annually, in conjunction with a regular bill, of the rate being charged for operation, maintenance and replacement of the treatment works.

The volume of flow used for computing basic user charges and surcharges shall be the metered water consumption read to the lowest even increment of 1,000 gallons.

(a) If the person discharging wastes into the public sewer procures any part, or all, of his water from sources other than the City of Rolla Water System, all or a part of which is discharged into the public sewers, the person shall install and maintain, at his expense, water meters of a type approved by the Public Works Director for the purpose of determining the volume of water obtained from these other sources.

(b) Devices for measuring the volume of waste discharged may be required by the Public Works Director if these volumes cannot otherwise be determined from the metered water consumption records.

(c) Metering devices for determining the volume of waste shall be installed, owned, and maintained by the person. Following approval and installation such meters may not be removed, unless service is cancelled, without the consent of the Public Works Director. (Ord. 2136, §2; Ord. 2886, §3; Ord. 3486, §2; Ord. 3881, §2)

Section 35-126. Basic user rate for metered users.

Each user shall pay for the services provided by the City based on his use of the treatment works as determined by water meters acceptable to the City.

User charges shall be based on water used during the current month. If a user has a consumptive use of water, or in some other manner uses water, which is not returned to the wastewater collection system, the user charge for that contributor may be based on separate water meters installed and maintained at the contributor's expense, and in a manner acceptable to the City.

On a monthly basis, each contributor shall pay a user charge rate for operation and maintenance including replacement for each 1,000 gallons of water use.
This rate per 1,000 gallons shall be as follows:

<table>
<thead>
<tr>
<th>As of first billing after</th>
<th>January 1, 2018</th>
<th>$5.25/1,000 gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>January 1, 2019</td>
<td>$5.25/1,000 gallons</td>
</tr>
<tr>
<td></td>
<td>January 1, 2020</td>
<td>$5.25/1,000 gallons</td>
</tr>
<tr>
<td></td>
<td>January 1, 2021</td>
<td>$5.25/1,000 gallons</td>
</tr>
</tbody>
</table>

In addition, a service availability fee will be assessed for all users. This fee will be assessed based on the cost of operation and maintenance of the collection system. Each user will be assessed based on the water meter size. The following table presents these costs:

<table>
<thead>
<tr>
<th>As of first billing after</th>
<th>January 1, 2018</th>
<th>Service Availability Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Meter Size</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 1”</td>
<td></td>
<td>$3.00/month</td>
</tr>
<tr>
<td>1.5”</td>
<td></td>
<td>$4.25/month</td>
</tr>
<tr>
<td>2.0”</td>
<td></td>
<td>$6.25/month</td>
</tr>
<tr>
<td>3.0”</td>
<td></td>
<td>$12.50/month</td>
</tr>
<tr>
<td>4.0”</td>
<td></td>
<td>$18.75/month</td>
</tr>
<tr>
<td>6.0”</td>
<td></td>
<td>$31.25/month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>As of first billing after</th>
<th>January 1, 2019</th>
<th>Service Availability Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Meter Size</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 1”</td>
<td></td>
<td>$6.00/month</td>
</tr>
<tr>
<td>1.5”</td>
<td></td>
<td>$8.50/month</td>
</tr>
<tr>
<td>2.0”</td>
<td></td>
<td>$12.50/month</td>
</tr>
<tr>
<td>3.0”</td>
<td></td>
<td>$25.00/month</td>
</tr>
<tr>
<td>4.0”</td>
<td></td>
<td>$37.50/month</td>
</tr>
<tr>
<td>6.0”</td>
<td></td>
<td>$62.50/month</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>As of first billing after</th>
<th>January 1, 2020</th>
<th>Service Availability Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Meter Size</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Up to 1”</td>
<td></td>
<td>$9.00/month</td>
</tr>
<tr>
<td>1.5”</td>
<td></td>
<td>$12.75/month</td>
</tr>
<tr>
<td>2.0”</td>
<td></td>
<td>$18.75/month</td>
</tr>
<tr>
<td>3.0”</td>
<td></td>
<td>$37.50/month</td>
</tr>
<tr>
<td>4.0”</td>
<td></td>
<td>$56.25/month</td>
</tr>
<tr>
<td>6.0”</td>
<td></td>
<td>$93.75/month</td>
</tr>
</tbody>
</table>
Water Meter Size | Service Availability Fee
---|---
Up to 1" | $12.00/month
1.5" | $17.00/month
2.0" | $25.00/month
3.0" | $50.00/month
4.0" | $75.00/month
6.0" | $125.00/month

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each such user shall be determined by the responsible plant operating personnel and approved by the city council.

The user charge rates established in this Article apply to all users, regardless of their location, of the City's treatment works. (Ord. 2391, §1; Ord. 2556, §1; Ord. 2886, §3; Ord. 2950, §2; Ord. 3017, §2; Ord. 3082, §2; Ord. 3215, §2; Ord. 3267, §2; Ord. 3359, §2; Ord. 3418, §2; Ord. 3486, §2; Ord. 3530, §2; Ord. 3703, §2; Ord. 3770, §2; Ord. 3830, §2; Ord. 3881, §2; Ord. 3935, §1; Ord. 3966, §1; Ord. 4060, §1; Ord. 4117, §1; Ord. 4166, §1)

Section 35-127. Basic user rate for non-metered residential users.

All residential non-metered users of wastewater facilities shall pay a flat rate annual charge to cover the charge per 1,000 gallons usage and the service availability fee equivalent to a one-inch water meter.

The flat rate annual charge for non-metered users shall be as follows:

<table>
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<tr>
<th>As of first billing after</th>
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<th>$365.40 per year</th>
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<td>January 1, 2019</td>
<td>$377.28 per year</td>
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<tr>
<td></td>
<td>January 1, 2020</td>
<td>$389.16 per year</td>
</tr>
<tr>
<td></td>
<td>January 1, 2021</td>
<td>$401.04 per year</td>
</tr>
</tbody>
</table>

The Public Works Director may require such flat rate user to install a metering device on the water supply to measure the amount of service supplied and to adjust the annual user fee accordingly. (Ord. 2391, §2; Ord. 2459, §2; Ord. 2556, §2; Ord. 2886, §3; Ord. 2950, §2; Ord. 3017, §2; Ord. 3082, §2; Ord. 3215, §2; Ord. 3267, §2; Ord. 3359, §2; Ord. 3418, §2; Ord. 3486, §2; Ord. 3530, §2; Ord. 3703, §2; Ord. 3770, §2; Ord. 3830, §2; Ord. 3881, §2; Ord. 3935, §1; Ord. 3966, §1; Ord. 4060, §1; Ord. 4117,
§1; Ord. 4166, §1)

Sec. 35-128. Surcharge rate.

The rates for surcharges for BOD and SS shall be as follows:

Unit BOD charge of $0.926 per pound.

Unit SS charge of $0.741 per pound.

Sec. 35-129. Computation of surcharge.

The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the Public Works Director and shall be binding as a basis for surcharges.

The wastewater surcharge shall be computed by the following formula:

Total monthly charge to extra strength user =

V ($5.25/1000 gal unit charge) + V ($0.926/1000 gal unit BOD charge) (BODes-BODnd)(.00834) + V ($0.741/1000 gal unit SS charge)(sees-SEND)(.00834)

Where:

V is the Volume of wastewater in 1000 gallons discharged by the extra strength user during the month.

Unit flow charge is in $/1000 gal from paragraph 4

Unit BOD charge is in $/lb BOD from paragraph 4

Unit SS charge is in $/lb SS from paragraph 4

BOD is the normal BOD strength in milligrams per liter (mg/l) as defined in Sec. 35-124 of the ordinance.

SS is the normal domestic SS strength in mg/l as defined in Sec. 35-124 of the ordinance and .00834 is a unit conversion factor.

es is extra strength

nd is normal domestic

(Ord. 2136, § 2; Ord. 2886, § 3)
Section 3: This Ordinance shall be in full force and effect as of the first billing of the Sewer and Water Charges on January 1, 2018.


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor
City staff asked for and received bids for Project 359 – Route 72 Extension. Council approved the $5,297,096.56 bid from Lehman Construction, LLC at the November 6, 2017 council meeting.

Lehman Construction, LLC
900 Russellville Road
California, MO 65018

$5,297,096.56

Staff is requesting the final reading of the ordinance authorizing the Mayor to enter into the contract with Lehman Construction, LLC for $5,297,096.56.
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lehman Construction, L.L.C.</td>
<td>900 Russellville Rd.</td>
<td>California</td>
<td>MO</td>
<td>573-796-8101</td>
<td>573-796-8293</td>
<td><a href="mailto:quotes@lehmanconstructionllc.com">quotes@lehmanconstructionllc.com</a></td>
</tr>
<tr>
<td>Capital Paving &amp; Construction, L.L.C.</td>
<td>P.O. Box 104960</td>
<td>Jefferson City</td>
<td>MO</td>
<td>573-635-6229</td>
<td>573-636-7538</td>
<td><a href="mailto:ewelsh@capitalmaterialsmo.com">ewelsh@capitalmaterialsmo.com</a></td>
</tr>
<tr>
<td>Emery Sapp &amp; Sons, Inc.</td>
<td>2301 I-70 Dr. NW</td>
<td>Columbia</td>
<td>MO</td>
<td>573-445-8331</td>
<td>573-446-4805</td>
<td><a href="mailto:chip.jones@emerysapp.com">chip.jones@emerysapp.com</a></td>
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<tr>
<td>TOTAL BID</td>
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<td>6,197,773.45</td>
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</table>

<table>
<thead>
<tr>
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<th>Address</th>
<th>City</th>
<th>State</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
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<tbody>
<tr>
<td>Bloomsdale Excaviting Co., Inc.</td>
<td>12211 State Route Y</td>
<td>Bloomsdale</td>
<td>MO</td>
<td>573-483-2564</td>
<td>573-483-9474</td>
<td><a href="mailto:ctb@blex.com">ctb@blex.com</a></td>
</tr>
<tr>
<td>Kolb Grading, L.L.C.</td>
<td>5731 Westwood Dr.</td>
<td>St. Charles</td>
<td>MO</td>
<td>636-441-0200</td>
<td>636-441-8291</td>
<td><a href="mailto:jaimb@kolbgrading.com">jaimb@kolbgrading.com</a></td>
</tr>
<tr>
<td>KCI Construction Company, Inc.</td>
<td>10315 Lake Bluff Dr.</td>
<td>St. Louis</td>
<td>MO</td>
<td>314-200-6473</td>
<td>314-894-7418</td>
<td><a href="mailto:tomhuster@kciconstruction.com">tomhuster@kciconstruction.com</a></td>
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<tr>
<td>TOTAL BID</td>
<td>$6,197,773.45</td>
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<td>6,454,353.53</td>
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<th>City</th>
<th>State</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hartman &amp; Company, Inc.</td>
<td>1200 E. Woodhurst, Suite J200</td>
<td>Springfield</td>
<td>MO</td>
<td>417-882-2062</td>
<td>417-882-2702</td>
<td><a href="mailto:justinwallace@hartmancomo.com">justinwallace@hartmancomo.com</a></td>
</tr>
<tr>
<td>Phillips Hardy, Inc.</td>
<td>5900F N. Tower Drive</td>
<td>Columbia</td>
<td>MO</td>
<td>573-447-8070</td>
<td>573-447-8074</td>
<td><a href="mailto:ihardy@phillipshardy.com">ihardy@phillipshardy.com</a></td>
</tr>
<tr>
<td>N. B. West Contracting</td>
<td>2780 Mary Avenue</td>
<td>St. Louis</td>
<td>MO</td>
<td>314-962-3145</td>
<td>314-968-3007</td>
<td><a href="mailto:sales@nbowestlcm.com">sales@nbowestlcm.com</a></td>
</tr>
<tr>
<td>TOTAL BID</td>
<td>$6,634,658.80</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,763,226.80</td>
</tr>
</tbody>
</table>

TOTAL BID: $5,538,122.51 $6,570,000.00 $7,460,825.33
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 LEHMAN CONSTRUCTION, LLC FOR PROJECT #359-HIGHWAY 72 EXTENSION.

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 Lehman Construction, LLC for Project #359-Highway 72 Extension.


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 ___________________________ 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 “HIGHWAY 72 EXTENSION, PROJECT 359”, 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 “HIGHWAY 72 EXTENSION, PROJECT 359”.

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
ty 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 \( \$5,297,096.56 \) 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

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 __________________
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
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: First Reading

SUBJECT: An ordinance approving the Development Agreement between St. Maria’s LLC and the City of Rolla that is associated with the proposed development that is to occur on the 42.06-acre parcel identified with the Phelps County Assessor’s Account Number 12081 subsequent to the annexation and zoning of said parcel.

(St. Maria’s)

MEETING DATE: 11-20-2017

GENERAL INFORMATION:
CASE NUMBER:  ANX17-02, ZON17-10  SUBMISSION DATE: 10-23-2017
LEGAL NOTICE:  11-2-2017  185-FOOT NOTICE: 10-31-2017

APPLICANT: The parcel subject to the proposed ordinances (the subject parcel) is owned by St. Maria’s LLC (the applicant), and its mailing address is 1703 North Bishop Avenue Rolla, Missouri 65402. A Mike Woessner signed the annexation application on behalf of the LLC, as he is the registered agent of said LLC.

LOCATION: The subject property is located in Phelps County, approximately 250 feet north of the intersection of Liberty Drive and McCutchen Drive (See Figure 1-A). The parcel is identified by the Phelps County Assessor’s Account Number of 12081. The legal description in Figure 1-B entails a detailed description of the location.

PROJECT DESCRIPTION: The applicant is requesting that the City of Rolla (the City) annex the subject parcel and simultaneously zone the subject parcel as Multi-family District (R-3). An ordinance that approved said annexation and zoning is under consideration today along with a separate ordinance that approves an associated development agreement (See Figure 1-G). It is being requested that the annexation will be approved if, and only if, the proposed zoning is approved, and that the associated development agreement will be approved if, and only if, the ordinance approving said zoning and annexation is approved.

As indicated through application materials, meetings, and a presentation/Q&A with neighboring residents/property owners*, if the annexation is approved with the proposed zoning, the applicant will develop the subject parcel as a low-density, amenity-rich subdivision of brick or stone exterior, two-story, vertically-attached dwelling units (up to one fourplex per lot) with gated private streets. In total, if all 57 lots are developed with four-unit dwellings, there will be a maximum of 228 units on a 42.06-acre piece of land, which comes to 5.4 units per acre in gross density and between seven and eight units per acre in net density (similar to the maximum density of single family residential subdivisions). The proposed dog park, natural areas, and clubhouse are features that could promote healthy lifestyles, community, and recreation. Architectural rendering of the clubhouse and gate are provided in Figures 1-C and 1-D. Shown in Figure1-A, the applicant has submitted a “preliminary layout” (i.e. a site plan, which is referred to in the development agreement as “Exhibit A”) of the proposed development that shows the location of the natural areas, the dog park, the clubhouse, and a mail drop-off area; the general location and size of the buildings, yards, and driveways; the location and layout of lots, streets, and sidewalks; the location

IV. A.1.
of a round-a-bout that the city has planned to build with approval; and the location of a secondary emergency access drive. The applicant describes the need for such a project in Figure 1-E.

**THE DEVELOPMENT AGREEMENT ANALYSIS**: The development agreement between the City of Rolla and the applicant gives the opportunity to the applicant to ensure the public that the annexed property will be developed at a density that is similar to the maximum density permitted in the Single Family District, which is a net density of seven units per acre. The agreement "runs with the land" and purchasers of the land are subject to the agreement. Therefore, even if the developer decided not to move forward with the project, the density standards and developer costs will still be the "law of the land". This agreement also helps to assure the public that the development will actually occur and occur in accordance to the City's needs. The developer is less likely to not develop the land because he is given better confidence that no last minute requirements or costs will be divulged well into the development process. This is done by all of the different city departments and the entity known as Rolla Municipal Utilities recommending language in the development agreement document that will satisfy the City's needs and, in turn, both parties agreeing said language shall be adopted. By all of the departments being able to insert provisions into the agreement that help get their needs met, the city is assured the public's needs are met.

Design standards that are more or less restrictive than the code mandates has been expressed in the development agreement. All of the costs to the developer and the services that the city will provide to the development are explained in the development agreement. In addition, clarifications of the rules, code provisions, and regulations related to real estate development are included in the development agreement. The following sections are meant to identify aspects of the development agreement that involve less or more restrictive standards.

**PRIVATE STREETS, COMMONLY-OWNED PROPERTY, AND PROPERTY OWNERS' ASSOCIATION**: Private streets and commonly-owned property (e.g. natural areas, dog park, clubhouse) are proposed for this project. The private streets will be gated and not open to the public. Because these elements are out of the ordinary and pose potential issues that are not regularly considered, provisions to ensure the public good is not compromised with the permission of such design elements is explicitly codified into law by being part of this development agreement. These streets and commonly-owned property will be maintained, at first, by the developer. According to Chapter 42-218.3 of the Rolla Planning and Zoning Code, once 50 percent of the lots are sold, the property owners' association will maintain such property and streets. Within the property agreement, part nine, there are provisions that refer to Sections 42-218 through 42-218.3. These provisions detail the rules that the applicant must follow in regards to property owners' associations, covenants/by-laws, and maintenance of commonly-owned property. Within the development agreement it is stated that common property will not become a nuisance and that the maintenance of open space will never become the city's responsibility or come at a cost to the city.

Private roads are allowed by ordinance if, and only if, they do not compromise the health, safety, and welfare of the public (Subsection 42-26.2 (20), Rolla's Planning and Zoning Code). Section 9(B) explicitly mandates that the developer and its successors ensure that the public interest and welfare is not jeopardized with the creation of private streets by recording an easement with the Final Subdivision Plat Map of the subdivision for this development that permits appropriate agents of the municipal government of Rolla, emergency first responders, and agents of local utility and

IV.A.2
maintenance services to access the private roads. The section ensures that the appropriate keys, codes, or computer chips that allow access to the private streets are always distributed to the appropriate entities and that said entities receive updated access tools anytime those tools change. The section ensures that this responsibility and cost falls on the developer and that any issues that arise as a result of their irresponsibility is not the fault of the City’s.

STREET AND DENSITY STANDARDS: The proposed development will be permitted to have 26-foot wide two-way roads with parking on one side and 13-foot wide roads with no parking when they are one-way roads. However, in regards to more restrictive standards, the development will be limited to a gross density of 5.4 units per acre. This limitation is caused by the more restrictive standards in the development agreement that mandate that the development be limited to 57 lots and no more than four units per lot. Exact net density will be determined by size of lots, but is estimated to be limited between seven and eight units per acre. The development will also be limited in built area intensity by building site coverage maximums of 40 percent and a minimum of 25 percent green space dedication for each lot.

OTHER NOTEWORTHY ELEMENTS: Street lighting will not be provided by the city and will instead be the responsibility of the development’s home owners’ association to enforce the rule that all buildings must keep their front porch lights on from dusk to dawn. While the city will provide trash pick-up, the enforcement will of the rule that carts must be pulled back out of the street after pick-up day will be the development’s home owners’ association.

PUBLIC COMMENTS, INTERNAL ISSUES: Sixty of the neighboring property owners’ were invited to a presentation and a question and answer session on the 24th of October, 2017. The developer and owner of the property, Mike Woessner, held and conducted this presentation. From our count, there appeared to be eight nearby residents that attended the presentation. In this presentation, the developer described a few details that were not included in the application materials. The applicant indicated that there would be a community-wide mandate for homes to have security systems and that there would be underground utilities. The meeting involved several questions concerning various aspects of the development, including the nature of the development, storm water management, fencing/landscaping, and a comment that expressed gratitude for the sewer improvements that are planned to occur as a result of the development.

As of the date of this staff report, neither the general public nor the formally notified owners’ of the properties located within 185 feet (See Figure 1-D) of the subject property have formally issued any comments or petitions to the Community Development Department. However, one property owner, who apparently lived within 185 feet of the property, submitted a vocal comment at the Planning and Zoning Commission Meeting on November, 14, 2017. This person expressed the opinion that she would be happy to see the development occur and that if more development similar to St. Maria’s would occur nearby, should welcome that development as well. In addition, the Development Review Committee (met on 10/31/17) has resolved all potential issues through the development agreement, except for one. The applicant is requesting a waiver to the in-lieu of park dedication fees. The reason this waiver is being requested is explained in Section Two of the development agreement. Shown in Figure 1-F, the Parks and Recreation Development Director submitted a letter that explains how the city’s subdivision regulations prohibit these fees from being waived.
ACTION REQUIRED: The action requested from the City Council is to conduct the first reading of the approval, denial, or conditional approval of the development agreement between St. Maria’s LLC and the City of Rolla that is associated with the proposed subsequent development on the subject parcel as it is currently written, implying approval to waive the payment in lieu of parkland deeding for the proposed St. Maria’s development. If St. Maria’s proposals are approved, it is requested that an ordinance to enact this agreement is approved and recorded.
AN ORDINANCE APPROVING THE DEVELOPMENT AGREEMENT BETWEEN ST. MARIA'S LLC AND THE CITY OF ROLLA THAT IS ASSOCIATED WITH THE PROPOSED DEVELOPMENT TO OCCUR ON THE 42.06-ACRE PARCEL IDENTIFIED WITH THE PHELPS COUNTY ASSESSOR’S ACCOUNT NUMBER OF 12081 SUBSEQUENT TO THE ANNEXATION AND ZONING OF SAID PARCEL (ST. MARIA’S)

WHEREAS, the City of Rolla desires to enter into a voluntary Development Agreement, which is attached hereto as Exhibit A, among the City of Rolla (the City) and St. Maria’s LLC (the Development Agreement) with regard to the development proposed to occur on the parcel identified with the Phelps County Assessor’s Account Number of 12081 (the property) subsequent to the annexation and zoning of said parcel;

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

Section 1: The City Council finds and determines that it is necessary and desirable to enter into the voluntary Development Agreement to ensure safe and adequate access in the future to the property and the surrounding area, to mitigate the impact on the public road system as development occurs on the property; and in accordance with the preliminary layout (attached as Exhibit B), will further define each party’s duties and responsibilities that will help ensure that their respective actions are coordinated in order to meet the shared objectives and minimize uncertainties and delays in the development process. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Development Agreement. The City Clerk is hereby authorized and directed to attest to the Development Agreement and to affix the seal of the City thereto. The Development Agreement shall be in substantially the form attached hereto as Exhibit A, which Development Agreement is hereby approved by the City Council, with such changes therein as shall be approved by the officer of the City executing the same, such approval to be conclusively evidenced by such officer’s execution of the Development Agreement.

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

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


APPROVED:

______________________________
Mayor

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Counselor
DEVELOPMENT AGREEMENT

Date of Document: ____________________________

Grantor: St. Maria’s LLC

Grantee: City of Rolla

Mailing Address: 1703 North Bishop, Rolla, MO 65401

Legal Description: Page 2

Reference Book and Page(s): ____________________________
THIS DEVELOPMENT AGREEMENT is entered into this _____ of _____, 2017, by St. Maria's LLC with the City of Rolla, Missouri, a municipal corporation (hereinafter "City").

WHEREAS, St. Maria's LLC has proposed a residential development (hereinafter the "Development") on approximately 42 acres of property owned by St. Maria's LLC located on McCutchen Drive and outside the City of Rolla, Missouri (hereinafter the "Property"); and

WHEREAS, St. Maria's LLC plans to annex the property for the Development and simultaneously designate the zoning the Property as Multi-family District (R-3); and

WHEREAS, St. Maria's LLC has submitted a preliminary layout for the entire property to be developed (attached hereto as Exhibit A); and

WHEREAS, in order to ensure safe and adequate access in the future to the property and the area, and to mitigate the impact on the public road system as development occurs on the property, the parties agree that approval of annexation and zoning of the property should be subject to the terms of this agreement between St. Maria's LLC and the City; and

WHEREAS, by voluntarily entering into this agreement, St. Maria's LLC and the City, in accordance with the preliminary layout described above, intend to further define their duties and responsibilities to ensure that their respective actions are coordinated in order to meet the shared objectives and minimize uncertainties and delays in the development process; and

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

1. The terms of this agreement apply to the following property and all portions thereof:

   A. A fractional part of Lot 1 commencing at the Northwest Corner of the West Half of Lot 1 of the Northwest Quarter of Section 6, Township 37, Range 7 West, running; thence East along the quarter section line 100 rods; thence South 64 rods; thence West 100 rods to the township line between Township 37, Range 7 and Township 37, Range 8; thence North along the township line 64 rods to the place of beginning, all in Section 6, Township 37, Range 7 containing forty acres, more or less. Also a tract of land, to-wit: Commencing at a point 100 rods East and 64 rods South of the Northwest Corner of the West Half of Lot 1 of the Northwest Quarter of Section 6, Township 37, Range 7; thence South 16 rods; thence West 24 rods; thence North 16 rods; thence East 24 rods to place of beginning, except a strip of land 105 feet in width and 16 rods in length off of the
West end of the said above described tract of land, this strip runs North and South and is known as the Hawkins Grave Yard.

2. Park Dedication. The parties agree that the Developer shall provide sufficient private recreational facilities for the development. These recreational facilities will exceed the values of in-lieu of park dedication found in Chapter 42-27 of the Rolla City Code and the City will waive the Park Dedication requirements. Neither the City nor the Rolla Parks Department shall have any responsibility for the maintenance or care of any private recreational facilities.

3. Storm Water Management Requirements. The parties agree that the Developer will follow all City of Rolla storm water management regulations.

4. Electrical Distribution.

   A. The City, through Rolla Municipal Utilities, shall provide the development with underground electric distribution.

5. Water Service.

   A. The City, through the Rolla Municipal Utilities, shall own, operate, and maintain the water mains within the development, so long as they are located within a utility easement, and shall exercise its option with Public Water District Number 2 of Phelps County as outlined in the Stipulation and Consent Judgment in Case No. 4:97CV01854ERW in the United States District Court for the Eastern District of Missouri Eastern. The developer shall be responsible for the design and installation of water main extension in accordance with RMU and City standards. The water main extension shall be subject to a one year warranty period to be fully accepted into the RMU distribution system for future maintenance. Maintenance of the one inch service lines, from the structure to the point of connection at the main, shall be the responsibility of the individual property owner for the lot being served.

   B. Two one inch water service lines are required for each lot with a minimum of two meters and a maximum of four meters. Each unit to have an individual meter.

   C. There is an existing water line frontage charge of $3.18 per lineal foot along McCutchen Drive.

6. Sanitary Sewer Service. The City shall provide a gravity sanitary sewer line for 1,250 lineal feet with six manholes along the east line of the proposed development as shown on Exhibit “A”. The Developer shall reimburse the City $15.18 per lineal feet or $18,975.00. This represents one half of the total cost to install this sewer main. The Developer shall design and construct the remaining sanitary sewer collection system, sanitary sewer pump station (lift station) and sanitary sewer force
The sanitary sewer system within the development shall be constructed per the City’s design standards, except that sanitary sewer lines may be constructed in the front, side, or back yards. All sanitary sewer lines and the lift station shall be constructed within easements dedicated or deeded to the City. After the sanitary sewer collection system, lift station and force main are completed and accepted by the City, the City will own, operate and maintain the entire sanitary sewer system within the development.

7. Public Improvements.

A. The parties agree that the public improvements for the Development shall be made in accordance with all applicable city ordinance requirements and subject to the City’s inspection and approval. The Developer shall be responsible for obtaining approval for any portion of the improvements that require approval from other state or applicable jurisdictions.

B. The parties further agree that the City of Rolla will construct the Roundabout shown on Exhibit “A” and the street improvements along McCutchen Drive, except that the developers shall reimburse the city for the cost of the concrete curb and sidewalk along the remaining McCutchen Drive frontage of 910 lineal feet at a cost of $44.00 per lineal or $40,040.00. In addition, the Developer will provide storm sewer materials for 400 lineal feet of 12” concrete pipe and 3 inlets for $4,497.00.

C. The parties further agree that the interior streets will be private streets that will have rollover concrete curb and gutters in place of the standard gutters. Curb and street widths shall be a minimum of 26 feet for two-lane traffic and 13 feet for one-way traffic. The sidewalks shall be constructed up against the curb and shall be a minimum of 4 feet in width. It shall be appropriately posted that parking within sections of the development’s private streets that are within 50 feet of all intersections within the Development is prohibited. It shall be posted on all sections of the development’s private streets that are not within 50 feet of all intersections within the Development that parking is prohibited on one side of the each such section of the street. Parking on the side of the street, where allowed, shall not exceed more than eight feet of the street’s width. These parking rules shall be enforced by the Homeowners’ Association of the development and written into such association’s restrictive covenants, rules, and by-laws. The city shall not be responsible for any damage or harm to property or body that is caused by these rules not being strictly enforced.

D. If there are no fire hydrants along any secondary emergency access road, the width of these roads shall be a minimum of 20 feet. If there are fire hydrants along these roads, the width shall be 26 feet wide. All secondary emergency access roads will be maintained all-weather-surfaced roads consisting of crushed stone.
8. Easements. All necessary easements will be dedicated by a subdivision plat.


A. All common open space and improvements shall be protected by legal arrangements that are satisfactory to the City and sufficient to assure their maintenance and preservation for the purposes intended. Restrictive covenants, rules, and by-laws or other legal arrangements shall specify owners’hip of the common open space and common improvements, method of maintenance, responsibility for maintenance, maintenance taxes and insurance; compulsory membership and compulsory assessment provisions; guarantees that any association formed to own and maintain common open space and common improvements will not be dissolved without the consent of the City, and other specifications deemed necessary by the City and consistent with Chapter 42-218 through 42-218.3 of the Rolla City Code.

B. To ensure that the public interest and welfare is not jeopardized with the creation of private streets, an easement shall be recorded with the Final Subdivision Plat Map of the subdivision for this development that permits appropriate agents of the municipal government of Rolla, emergency first responders, and agents of local utility and maintenance services to access the private roads. This list of entities that are allowed access shall include at the very least the following entities and their vehicles access to these private roads: emergency first responders, such as emergency medical technicians, paramedics, police officers, other agents of law, firefighters, and other government-related emergency persons and entities; and any agent of the municipal government of the City of Rolla or Rolla Municipal Utilities when, and only when, their access is needed to maintain or install public service facilities, conduct inspections, conduct observations, enforce the law, enforce animal control, or for any other reason that is associated to providing a public service or providing for the health, safety, and general welfare of the public. All of the entities and persons mentioned above together with their vehicles and equipment shall be given keys, or codes, or computer chips that allow them access to any gate that prevents their access otherwise. Anytime an update to the key, code, or computer chips is made that makes the existing keys, codes, or computer chips unusable, the above-mentioned entities shall be given new keys, codes, or computer chips that will allow them access to said roads. The provisions herein described shall be stated in the restrictive covenants, rules, and by-laws of the property owners’ association for this development. The responsibility to distribute, at no charge, the keys, codes, or computer chips that allow access to said roads to the above-mentioned entities will be the property owners’ association for this development.

C. No street lights will be provided. The Developer proposes to mandate that each dwelling unit have a front porch light turned on from dusk to dawn and that this mandate will be enforced by the Home Owners’ Association and included in

\[ 42-218.3 \]
the provisions of the Home Owners' Association's restrictive covenants, rules, and by-laws. The city will not be held responsible for any harm or damage to body or property that is caused by a lack of lighting on the Development. In addition, if at any point in the future it is deemed necessary or it is requested that street lighting is needed on the Development, the cost of such lighting will be the sole responsibility of the Developer and its successor(s), which includes the property owners' or the property owners’ association.

10. Planning and Zoning. The parties agree that the developer will annex the property into the City consistent with current annexation laws regarding voluntary annexations and simultaneously designated as Multi-family District (R-3) on the Official Zoning Map of Rolla. The developer further agrees that no more than a fourplex shall be constructed on each lot as shown on the attached Exhibit “A”. The number of lots for residential use will be a maximum of 57 lots.

11. Environmental Services. The City agrees to allow roll-out carts for each unit instead of central collection points in the development. The enforcement of the rule that carts must be pulled off of street after collection day will be the responsibility of the Development’s Home Owners' Association.

12. Applicable Standards and Approvals. All of the improvements outlined herein shall be made in accordance with all applicable city ordinance requirements, with the exception of those outlined in this agreement. The Developer shall be responsible for obtaining approval for any portion of the improvements that require approval from other state or applicable jurisdictions.

13. Recording of Agreement. The City agrees to record this agreement with the Phelps County Recorder's Office and agrees to pay the costs of said recording. The Covenant herein shall run with the land as described above and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

14. Complete Agreement. This agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

15. Severability. Any provision of this agreement which is not enforceable according to law will be served herefrom, and the remaining provisions shall be enforced to the fullest extent permitted by law.

16. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this agreement. This agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Rolla, Missouri.
17. Termination. Either party at its option may terminate this agreement in writing, if the entire property has not been annexed by the city within 180 days from the date of execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first written above.

APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

St. Maria’s Development, LLC

__________________________
Managing Member
TO: Steve Flowers, Interim Community Development Director

CC: Steffanie Rogers, Finance Director

FR: Floyd Jernigan, Parks and Recreation Director

RE: St. Maria’s Annexation/Zoning Proposal – City Code 42-27 Deeding of Public Parks

DATE: Tuesday, Oct. 31, 2017

City Code states that the requirement of fee-in-lieu payment for open space for public use “shall be in addition to any private open space of recreation facilities designated for the sole benefit of the subdivision residents.” Based on the code and due to the location (approximately a mile to Ber Juan Park but not immediately adjacent to existing park land or trail), park staff recommends cash-in-lieu of parkland in the amount of $35,919.24, based on the formula calculated in subsections 5 and 6, multi-family, calculated at a rate of $12,200 per acre for parkland based on the acreage (42.06) requirements. If determined owed, these monies shall be deposited into the Parks and Recreation Land Escrow Account which can only be used for park improvements by a two-thirds vote of City Council.

The code notes that Council may waive parkland deeding or payment in lieu requirements. Should Council take that action on this private open space, we recommend such language affirming that, “At no point should the City or the City’s Parks Department take over future responsibility for this private improvement.”

Sec. 42-27, Deeding of Public Parks: Alternative Payment In Lieu of Parkland Deeding.

All residential lot splits of more than two (2) lots shall, as part of the final plat process, deed land or an equivalent fee-in-lieu payment for open space for public use. This requirement shall be in addition to any private open space or recreation facilities designated for the sole benefit of the subdivision residents. The City Council may waive parkland deeding or payment in lieu requirements for subdivisions targeted to providing affordable housing as determined by the Director. The area of such open space for public use shall be within the general area of the development or be of a community nature to serve the needs created by such development and shall meet the following requirements: (Ord. 3799, §5).
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development   ACTION REQUESTED: First Reading

SUBJECT: A request to reconfigure three parcels, which are known as 515 and 521 South Bishop Avenue and 514 Fort Wyman Road, through the subdivision process.

MEETING DATE: 11-20-2017

GENERAL INFORMATION:
CASE NUMBER: SUBI7-12   SUBMISSION DATE: 10-11-2017

APPLICANT: All parcels involved in this lot reconfiguration (the subject parcels) are owned by Robert B & Judith Ryce Trust (the applicant).

LOCATION: The subject parcels are located in Rolla, Missouri, at the intersection of Fort Wyman Road and South Bishop Avenue (also known as U.S. Highway 63) and Interstate 44. The subject parcels are part of the southeast ¼ of the southwest ¼ of Section 11, Township 37 North, Range 8 West. The legal descriptions on the attached final plat map in Figure 3-A entail the specific locations of the individual parcels.

CURRENT ZONING/USE: The subject parcels are located in both the General Retail District (C-2) and the Highway Commercial District (C-3). While these parcels split-zoned currently, only one will be split-zoned, if the final plat map is approved. The current uses of the properties includes a salon, a title loans company, and vacant land (521 S. Bishop).

PROJECT DESCRIPTION: The applicant is proposing to use the minor subdivision process to adjust the boundary lines of the subject parcels. In part, this is done to ensure the signs on the properties and future signs will conform to Rolla's zoning ordinances. In addition, this subdivision process will allow the city to recognize a county-recorded division of land that is currently unrecognized by the city (i.e. will allow an 'illegal' subdivision to become legal).

PROCESS: The applicant submitted a draft version of the Final Plat that has been reviewed by the relevant staff of Rolla's municipal government and by the staff of Rolla Municipal Utilities (RMU). After review, said staff proceeded to communicate to the applicant and his/her/their surveyor the findings of said review. After review of said findings, the applicant/surveyor submitted a revised Final Plat (See Figure 3-A) to the Community Development Department. The revised Final Plat was reviewed again by relevant city and utilities staff. Since then, all relevant staff has verified that the revised version of the Final Plat meets the requirements to which they refer with one exception. RMU asked for a utility easement in their initial comments. The second draft was missing this easement. A third a Final Draft that is identical to the one attached to this staff report that includes said easement will be submitted before the First Hearing at the City Council meeting on November 20, 2017.

IV. B.I.
AREA AND BULK REQUIREMENTS: The current bulk and area specifications for the subject parcels meet C-3 and C-2 bulk and area requirements, except that some of the setbacks for some buildings are not met. However, this reconfiguration will not increase any non-conforming aspect of these parcels or buildings and will correct the violated side setback of 514 Fort Wyman Road.

PUBLIC COMMENT: No public comments or issues have been submitted to the city.

ACTION REQUIRED: The action requested from the City Council is to conduct the first reading of the approval, denial, or conditional approval of the Fort Meyer Final Plat Map. If this proposal is approved, it is requested that an ordinance that enacts this proposal is approved and recorded.
AN ORDINANCE TO APPROVE THE RECONFIGURATION OF THREE PARCELS, WHICH ARE KNOWN AS 515 AND 521 SOUTH BISHOP AVENUE AND 514 FORT WYMAN ROAD, THROUGH THE SUBDIVISION PROCESS. (Fort Wyman)

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

Section 1: The reconfiguration of three parcels, which are known as 515 and 521 South Bishop Avenue and 514 Fort Wyman Road, through the subdivision process.

Section 2: 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:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor
SUBJECT: A request to reconfigure and consolidate numerous parcels, which are located to the north and south of the stretch of Ridgeview Road between BNSF Railroad right-of-way and Spilman Avenue, into three right-of-way tracts and four lots through the resubdivision process.

GENERAL INFORMATION:
CASE NUMBER: SUB17-13
SUBMISSION DATE: 10-24-2017

APPLICANT: All parcels involved in this resubdivision process (the subject parcels) are owned by the city of Rolla (the applicant).

LOCATION: The subject parcels are located to the north and south of the stretch of Ridgeview Road between BNSF Railroad right-of-way and Spilman Avenue. This location can also be described as follows: the fractional parts of the SW 1/4 of the NW 1/4 of the SW 1/4 of Section 11, Township 37N, Range 8W; and parts of Blocks 1 & 6 of the Ridgeview Addition, Rolla, Missouri; and Parts of Lots 11 and 12 of Block 12 of Cowan’s Addition, Rolla, Missouri; and all of Lots 1 & 2 of Block 11 of Cowan’s Addition, Rolla, Missouri; and all of Lots 9 and 10 of Block 7 of Ridgeview Addition, Rolla, Missouri; and part of Lot 1 of Block 12 of Cowan’s Addition, Rolla, Missouri.

PROJECT DESCRIPTION: The applicant is creating a right-of-way through this location and, in the process, is cutting and consolidating portions of numerous existing parcels to create three right-of-way tracts and four lots.

PROCESS: The applicant submitted a draft version of the Final Plat that has been reviewed by the relevant staff of Rolla’s municipal government and by the staff of Rolla Municipal Utilities (RMU). After review, said staff proceeded to communicate to the applicant and his/her/their surveyor the findings of said review. After review of said findings, the applicant/surveyor submitted a revised Final Plat (See Figure 4-A) to the Community Development Department. The revised Final Plat was reviewed again by relevant city and utilities staff. Since then, all relevant staff has verified that the revised version of the Final Plat meets the requirements to which they refer.

AREA AND BULK REQUIREMENTS: The current and future bulk and area specifications for Lots one through four meet Single Family District and the Government and Institutional District bulk and area requirements.

PUBLIC COMMENT: No public comments or issues have been submitted to the city.
**ACTION REQUIRED:** The action requested from the City Council is to conduct the first reading of the approval, denial, or conditional approval of the Highway 72 Extension Final Plat Map. If this proposal is approved, it is requested that an ordinance that enacts this proposal is approved and recorded.
AN ORDINANCE TO APPROVE THE RECONFIGURATION AND CONSOLIDATION OF NUMEROUS PARCELS, WHICH ARE LOCATED TO THE NORTH AND SOUTH OF THE STRETCH OF RIDGEVIEW ROAD BETWEEN BNSF RAILROAD RIGHT-OF-WAY AND SPILMAN AVENUE, INTO THREE RIGHT-OF-WAY TRACTS AND FOUR LOTS THROUGH THE RESUBDIVISION PROCESS. (Highway 72 Ext.)

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

Section 1: The reconfiguration and consolidation of numerous parcels, which are located to the north and south of the stretch of Ridgeview Road between BNSF Railroad right-of-way and Spilman Avenue, into three right-of-way tracts and four lots through the resubdivision process.

Section 2: 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:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor
Commencing at the Northwest Corner of the W'/2 of Lot One of the NW'4 of Section 6, Township 37, Range 7 West, running; thence East along the quarter section line 100 rods; thence South 64 rods; thence West 100 rods to the township line between Township 37, Range 7 and Township 37, Range 8; thence North along the township line 64 rods to the place of beginning, all in Section 6, Township 37, Range 7 containing forty acres, more or less. Also a tract of land, to-wit: Commencing at a point 100 rods East and 64 rods South of the Northwest corner of the West half of Lot One of the NW'4 of Section 6, Township 37, Range 7; thence South 16 rods; thence West 24 rods; thence North 16 rods; thence East 24 rods to place of beginning, except a strip of land 105 feet in width and 16 rods in length off of the West end of the said above described tract of land, this strip runs North and South and is known as the Hawkins Graveyard.

ALSO: A 15 foot sewer line Easement in the West Half of Lot 1 of the NW'4 of Section 6, Township 37 North, Range 7 West of the 5th P.M., described as follows: Beginning at the Southeast corner of the W'/2 of Lot 1 of the NW'4 of said Section 6 and lying adjacent to, parallel with and extending 15.0 ft. West of a line described as North 0°06' East, 397.69 feet; thence extending 7.5 feet on either side of a line described as North 88°40' West, 328.57 feet.

Except all legally established roads and highways.

Subject to easements, restrictions, covenants, dedications and reservations existing or of record.

Including all appurtenant easements inuring to the benefit of the above land as the dominant tenement and subject to all easements to which the above land is the servient tenement.
Figure 1-D

CLUBHOUSE BUILDING

Covered Patio

Gaming Area

Entry

Recreation Room

Vestibule

Lobby

Foyer

Closet

Wet Bar

Spa Room
Oct 23, 2017

James Shields
City of Rolla Planner
P.O. Box 979
Rolla, MO 65402

Dear James,

We are requesting that the 42.06 acres located on McCutcheon Drive (legal attached) be annexed into the City of Rolla with an R-3 zoning per the attached Development agreement.

As the developer of Wellington Place and Kensington Park I have seen the high demand these communities have held year after year. These are both age restricted communities with 100% occupancy rates and a steadily growing waiting list but people of all ages inquire about them and are looking for something similar which Rolla doesn’t offer at this time.

We feel that a development of this nature will fill the housing gap that we currently have in the Rolla Community. St. Maria’s will be a gated community and offer its occupants security systems, maintenance free living, nature trails, a dog park and a fish clubhouse which will include a state of the art fitness room, a media/game room, restrooms, 3 kitchenette, a gathering room and a covered patio with gas fire pits.

This community will consist of 56 lots and will allow for private ownership of each lot rather than all lots being owned by one person. The limit of 56 lots on 42.06 acres and the maximum building size being a 4-plex per lot keeps this complex well within the R-1 Density requirements which is yet another feature that will attract people to this community.

St. Maria’s Tatandra was designed to perfectly fit the growing demand for this type of community which makes it the perfect addition to our Rolla community.

I appreciate your consideration of this request and will be happy to answer any questions or concerns you have regarding this development.

Sincerely,

Mike Noessner
Managing Member

ST. MARIA’S TATANDRA
11975 CR 3459
ST. JAMES, MO 65559

IV. C.q.
TO: Steve Flowers, Interim Community Development Director

CC: Steffanie Rogers, Finance Director

FR: Floyd Jemigan, Parks and Recreation Director

RE: St. Maria's Annexation/Zoning Proposal – City Code 42-27 Deeding of Public Parks

DATE: Tuesday, Oct. 31, 2017

City Code states that the requirement of fee-in-lieu payment for open space for public use “shall be in addition to any private open space of recreation facilities designated for the sole benefit of the subdivision residents.” Based on the code and due to the location (approximately a mile to Ber Juan Park but not immediately adjacent to existing park land or trail), park staff recommends cash-in-lieu of parkland in the amount of $35,919.24, based on the formula calculated in subsections 5 and 6, multi-family, calculated at a rate of $12,200 per acre for parkland based on the acreage (42.06) requirements. If determined owed, these monies shall be deposited into the Parks and Recreation Land Escrow Account which can only be used for park improvements by a two-thirds vote of City Council.

The code notes that Council may waive parkland deeding or payment in lieu requirements. Should Council take that action on this private open space, we recommend such language affirming that, “At no point should the City or the City's Parks Department take over future responsibility for this private improvement.”

Sec. 42-27. Deeding of Public Parks; Alternative Payment In Lieu of Parkland Deeding.

All residential lot splits of more than two (2) lots shall, as part of the final plat process, deed land or an equivalent fee-in-lieu payment for open space for public use. This requirement shall be in addition to any private open space or recreation facilities designated for the sole benefit of the subdivision residents. The City Council may waive parkland deeding or payment in lieu requirements for subdivisions targeted to providing affordable housing as determined by the Director. The area of such open space for public use shall be within the general area of the development or be of a community nature to serve the needs created by such development and shall meet the following requirements: (Ord. 3799, §5).
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator   ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Ordinance to Consider Show Me PACE

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

COMMENTARY:

City Council has contemplated participating in a PACE program – property assessment clean energy – for a few years. PACE provides a State-wide district or authority to provide a financing structure for residential or commercial properties for purposes of making/installing energy upgrades while placing the payment of said improvements over time (10-20 years) as a lien on the property.

While the program has undergone modifications over the years there are two primary programs in Missouri – Show Me PACE and MO Clean Energy District PACE. At the September meeting the City Council expressed interest in participating in both programs to provide the maximum flexibility to the Rolla property owner.

Even though State Law requires cities to pass an ordinance to form or join other districts, the City has no obligation or role in the improvements or the financing. Davis Haas, the County Collector, has expressed a real concern with PACE fundamentally and practically – does place a burden on the Assessor’s Office and Collector’s Office for financing (lien). A number of MO cities have enrolled in PACE programs but there has not been a large number of projects completed/financed.

Recommendation – Discussion and first reading.
PACE = Property Assessed Clean Energy
Economic development through open-market financing for energy efficiency, water conservation and renewable energy projects
*PACE financing is all private funds - no taxpayer money is used.*

PACE financing is available for:
- Commercial
- Industrial
- Agriculture
- Non-profits
- Govt. facilities

Eligible projects:
- Lighting
- Windows
- Water-saving
- Roofs
- HVAC
- Solar

Annual energy savings must exceed annual assessment increases cash flow and value of the building

Role of local government
State statute requires a municipality to pass an ordinance in order for Show Me PACE Clean Energy District* to operate in that jurisdiction.

Local communities participate in PACE to promote economic development, create jobs and save energy.

*There is NO obligation, exposure or liability for the municipality.*
To avoid placing a burden on county collectors, Show Me PACE uses third-party collection of the annual assessment.

Each participating municipality has the option to appoint a representative to serve on the Show Me PACE Advisory Board which meets annually.

*Show Me PACE Clean Energy District is a political subdivision*
Financing provided by Show Me PACE

Funding partners:
- can pay for 100% of a project's costs
- is all private capital - no taxpayer funds
- is on-demand cash
- has a fixed interest rate
- is repaid with an annual assessment up to 20 years
- is considered "off-book" on a firm's balance sheet
- does not require personal guarantees or out-of-pocket equity investment
- can stay with the building upon sale
- doesn't require first payment for 12-24 months

Consumer Protections required by the Missouri PACE Act
1) PACE projects can only be approved when the estimated economic benefit expected from the project during the financing period is equal to or greater than the cost of the project.
2) PACE projects can only be approved when it has been determined there are sufficient resources to complete the project. Show Me PACE requires the following to meet that requirement: no real estate delinquencies in past 3 years, no default or foreclosure against property in past 5 years and no bankruptcy in past 5 years.
3) Money for PACE projects is kept in escrow to ensure funds only go for intended improvements.
4) Assessment contracts must be recorded with the County Recorder of Deeds.

Additional protections with Show Me PACE
On all commercial projects, Show Me PACE requires consent of the primary mortgage holder. The Loan-to-Value ratio must be less than 90% and PACE Loan-to-Value ratio must be less than 25%.

Show Me PACE Lenders

What makes Show Me PACE unique?
- nonprofit with low fees
- on-demand cash
- open market program
- requires lender consent
- third-party collection
- transparent

Learn more at our website www.showmepace.org or contact Program Manager Jan Schumacher jan@moenergy.org, 573-616-1046

SHOW ME PACE® is a clean energy district administered by the Missouri Energy Initiative, a nonpartisan, nonprofit association of public and private sector energy entities. MEI works to increase support for energy-related economic development, innovation and education.
AN ORDINANCE TO ENABLE THE CITY OF ROLLA, MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS §67.2800 TO §67.2835, RSMO, THE "PROPERTY ASSESSMENT CLEAN ENERGY ACT," AND STATING THE TERMS UNDER WHICH THE CITY OF ROLLA, MISSOURI, WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICT.

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"); and

WHEREAS, it is in the best interests of the health, safety, and welfare of the City of Rolla, Missouri and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property; and

WHEREAS, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and

WHEREAS, Section §67.2810.1, RSMo authorizes one or more Municipalities (as defined in Section §67.2800.7, RSMo) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy ("PACE") Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and

WHEREAS, on June 15, 2015, a clean energy development board named Show Me PACE was created with the intention that all Municipalities (as defined in the PACE Act) within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, it is in the best interests of the City of Rolla, Missouri and its residents to join and participate in Show Me PACE.

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

SECTION 1: The City of Rolla, Missouri, hereby approves and authorizes joining and participating in Show Me PACE based on the following:
A. Title and Definitions.

1. Title. This Ordinance shall be known and may be cited as “The City of Rolla, Missouri Property Assessed Clean Energy Ordinance. (Show Me PACE)”

2. Definitions. Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.

   a. “Show Me PACE” or “District” means the Show Me PACE Clean Energy Development Board.

   b. “PACE Assessment” means a special assessment made against qualifying property in consideration of PACE Funding.

   c. “PACE Funding” means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency, water conservation or renewable energy improvement.

   d. “Qualifying Property” means real property located in the City of Rolla, Missouri that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City/County by:

1. providing property owners with an application to apply for PACE Funding;

2. developing standards for the approval of projects submitted by Qualifying Property owners;

3. reviewing applications and selecting qualified projects;

4. entering into Assessment Contracts with Qualifying Property owners;

5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;
6. authorizing and disbursing PACE Funding to the Qualifying Property owners;

7. receiving the PACE Assessment from the County Collector;

8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and

9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.

C. Liability of the City of Rolla, Missouri. Notwithstanding any other provision of law to the contrary, officers and other officials of the City of Rolla, Missouri shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the [City’s/Village’s/County’s] participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. The City of Rolla, Missouri has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a unit of the City of Rolla, Missouri.

D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.

E. City of Rolla, Missouri as a Non-Party. The City of Rolla, Missouri shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

SECTION 2: The City of Rolla, Missouri declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The County enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

SECTION 3: The City of Rolla, Missouri does hereby request that it be approved by the Board of Directors of Show Me PACE as a duly authorized participant in the District. The City of Rolla, Missouri, hereby approves the Show Me PACE Cooperative Agreement among the District and the participating Municipalities in substantially the form attached hereto as Exhibit A (the "Cooperative Agreement"). The Mayor of the City of Rolla, Missouri, is hereby authorized and directed to execute the Cooperative on behalf of the City of Rolla, Missouri.
SECTION 4: The election of the City of Rolla, Missouri to join the District shall in no way constitute an obligation of the City of Rolla, Missouri, necessitating any corresponding appropriation.

SECTION 5: The Rolla City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the jurisdictional and geographic boundaries of the City of Rolla, Missouri, for inclusion in the jurisdictional and geographic boundaries of the District.

SECTION 6: The officials and agents of the City of Rolla, Missouri, are hereby authorized and directed to, take such actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 7: This Ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor
EXHIBIT A

SHOW ME PACE
COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this “Cooperative Agreement”) is made and entered into by Show Me PACE, a Missouri clean energy development board (“Show Me PACE”) and the municipalities of the State of Missouri that, from time to time, may execute this Cooperative Agreement (each, a “Municipality,” and together, the “Municipalities”).

RECITALS

WHEREAS, on November 20, 2017, the City Council of the City of Rolla, Missouri, adopted Ordinance No. (____), creating Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the “PACE Act”); and

WHEREAS, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a clean energy development board; and

WHEREAS, clean energy development boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality’s participation in Show Me PACE, each Municipality hereby agrees as follows:

1. Representations. Each Municipality has taken all legislative actions necessary to approve such Municipality’s participation in Show Me PACE.

2. Approval of Bylaws. The current bylaws of Show Me PACE (the “Bylaws”) have been provided to the Municipality and the Municipality approves such Bylaws.

3. Board of Directors. The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.
4. **Clean Energy Development Board Powers.** Each Municipality agrees that Show Me PACE is authorized to exercise all clean energy development board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

5. **Counterparts.** This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time to time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

6. **Withdrawal.** No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality’s boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality’s boundaries.

**IN WITNESS WHEREOF,** Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: ______________, 20__

**SHOW ME PACE**

By: ____________________________
Josh Campbell, J.D., President

Date: ______________, 20__

**City of Rolla, Missouri**

Adopted Ordinance No. _____ joining Show Me PACE on Nov. 20, 2017.

By: ____________________________
Name: ____________________________
Title: ____________________________
Missouri Property Assessed Clean Energy (PACE)

Citation of law--definitions--projects subject to municipal ordinances and regulations.

67.2800. 1. Sections 67.2800 to 67.2835 shall be known and may be cited as the "Property Assessment Clean Energy Act".

2. As used in sections 67.2800 to 67.2835, the following words and terms shall mean:

(1) "Assessment contract", a contract entered into between a clean energy development board and a property owner under which the property owner agrees to pay an annual assessment for a period of up to twenty years in exchange for financing of an energy efficiency improvement or a renewable energy improvement;

(2) "Authority", the state environmental improvement and energy resources authority established under section 260.010;

(3) "Bond", any bond, note, or similar instrument issued by or on behalf of a clean energy development board;

(4) "Clean energy conduit financing", the financing of energy efficiency improvements or renewable energy improvements for a single parcel of property or a unified development consisting of multiple adjoining parcels of property under section 67.2825;

(5) "Clean energy development board", a board formed by one or more municipalities under section 67.2810;

(6) "Energy efficiency improvement", any acquisition, installation, or modification on or of publicly or privately owned property designed to reduce the energy consumption of such property, including but not limited to:

(a) Insulation in walls, roofs, attics, floors, foundations, and heating and cooling distribution systems;

(b) Storm windows and doors, multiglazed windows and doors, heat-absorbing or heat-reflective windows and doors, and other window and door improvements designed to reduce energy consumption;

(c) Automatic energy control systems;

(d) Heating, ventilating, or air conditioning distribution system modifications and replacements;

(e) Caulking and weatherstripping;
(f) Replacement or modification of lighting fixtures to increase energy efficiency of the lighting system without increasing the overall illumination of the building unless the increase in illumination is necessary to conform to applicable state or local building codes;

(g) Energy recovery systems; and

(h) Daylighting systems;

(7) "Municipality", any county, city, or incorporated town or village of this state;

(8) "Project", any energy efficiency improvement or renewable energy improvement;

(9) "Property assessed clean energy local finance fund", a fund that may be established by the authority for the purpose of making loans to clean energy development boards to establish and maintain property assessed clean energy programs;

(10) "Property assessed clean energy program", a program established by a clean energy development board to finance energy efficiency improvements or renewable energy improvements under section 67.2820;

(11) "Renewable energy improvement", any acquisition and installation of a fixture, product, system, device, or combination thereof on publicly or privately owned property that produces energy from renewable resources, including, but not limited to photovoltaic systems, solar thermal systems, wind systems, biomass systems, or geothermal systems.

3. All projects undertaken under sections 67.2800 to 67.2835 are subject to the applicable municipality's ordinances and regulations, including but not limited to those ordinances and regulations concerning zoning, subdivision, building, fire safety, and historic or architectural review.

(L. 2010 H.B. 1692, et al.)

Rulemaking authority.

67.2805. 1. The authority may, as needed, promulgate administrative rules and regulations relating to the following:

(1) Guidelines and specifications for administering the property assessed clean energy local finance fund; and

(2) Any clarification to the definitions of energy efficiency improvement and renewable energy improvement as the authority may determine is necessary or advisable.

2. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are
nonseverable and if any of the powers vested with the general assembly under chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2010, shall be invalid and void.

(L 2010 H.B. 1692, et al.)

Clean energy development boards may be formed, members, powers of board--annual report--limitation on certain legal actions.

67.2810. 1. One or more municipalities may form clean energy development boards for the purpose of exercising the powers described in sections 67.2800 to 67.2835. Each clean energy development board shall consist of not less than three members, as set forth in the ordinance or order establishing the clean energy development board. Members shall serve terms as set forth in the ordinance or order establishing the clean energy development board and shall be appointed:

(1) If only one municipality is participating in the clean energy development board, by the chief elected officer of the municipality with the consent of the governing body of the municipality; or

(2) If more than one municipality is participating, in a manner agreed to by all participating municipalities.

2. A clean energy development board shall be a political subdivision of the state and shall have all powers necessary and convenient to carry out and effectuate the provisions of sections 67.2800 to 67.2835, including but not limited to the following:

(1) To adopt, amend, and repeal bylaws, which are not inconsistent with sections 67.2800 to 67.2835;

(2) To adopt an official seal;

(3) To sue and be sued;

(4) To make and enter into contracts and other instruments with public and private entities;

(5) To accept grants, guarantees, and donations of property, labor, services, and other things of value from any public or private source;

(6) To employ or contract for such managerial, legal, technical, clerical, accounting, or other assistance it deems advisable;

(7) To levy and collect special assessments under an assessment contract with a property owner and to record such special assessments as a lien on the property;

(8) To borrow money from any public or private source and issue bonds and provide security for the repayment of the same;
(9) To finance a project under an assessment contract;

(10) To collect reasonable fees and charges in connection with making and servicing assessment contracts and in connection with any technical, consultative, or project assistance services offered;

(11) To invest any funds not required for immediate disbursement in obligations of the state of Missouri or of the United States or any agency or instrumentality thereof, or in bank certificates of deposit; provided, however, the limitations on investments provided in this subdivision shall not apply to proceeds acquired from the sale of bonds which are held by a corporate trustee; and

(12) To take whatever actions necessary to participate in and administer a clean energy conduit financing or a property assessed clean energy program.

3. No later than July first of each year, the clean energy development board shall file with each municipality that participated in the formation of the clean energy development board and with the director of the department of natural resources an annual report for the preceding calendar year that includes:

(1) A brief description of each project financed by the clean energy development board during the preceding calendar year, which shall include the physical address of the property, the name or names of the property owner, an itemized list of the costs of the project, and the name of any contractors used to complete the project;

(2) The amount of assessments due and the amount collected during the preceding calendar year;

(3) The amount of clean energy development board administrative costs incurred during the preceding calendar year;

(4) The estimated cumulative energy savings resulting from all energy efficiency improvements financed during the preceding calendar year; and

(5) The estimated cumulative energy produced by all renewable energy improvements financed during the preceding calendar year.

4. No lawsuit to set aside the formation of a clean energy development board or to otherwise question the proceedings related thereto shall be brought after the expiration of sixty days from the effective date of the ordinance or order creating the clean energy development board. No lawsuit to set aside the approval of a project, an assessment contract, or a special assessment levied by a clean energy development board, or to otherwise question the proceedings related thereto shall be brought after the expiration of sixty days from the date that the assessment contract is executed.

(L. 2010 H.B. 1692, et al.)
Assessment contract or levy of special assessment, requirements--maximum assessment--assessment to be a lien, when--right of first refusal, when.

67.2815. 1. A clean energy development board shall not enter into an assessment contract or levy or collect a special assessment for a project without making a finding that there are sufficient resources to complete the project and that the estimated economic benefit expected from the project during the financing period is equal to or greater than the cost of the project.

2. An assessment contract shall be executed by the clean energy development board and the benefitted property owner or property owners and shall provide:

   (1) A description of the project, including the estimated cost of the project and details on how the project will either reduce energy consumption or create energy from renewable sources;

   (2) A mechanism for:

      (a) Verifying the final costs of the project upon its completion; and

      (b) Ensuring that any amounts advanced or otherwise paid by the clean energy development board toward costs of the project will not exceed the final cost of the project;

   (3) An acknowledgment by the property owner that the property owner has received or will receive a special benefit by financing a project through the clean energy development board that equals or exceeds the total assessments due under the assessment contract;

   (4) An agreement by the property owner to pay annual special assessments for a period not to exceed twenty years, as specified in the assessment contract;

   (5) A statement that the obligations set forth in the assessment contract, including the obligation to pay annual special assessments, are a covenant that shall run with the land and be obligations upon future owners of such property; and

   (6) An acknowledgment that no subdivision of property subject to the assessment contract shall be valid unless the assessment contract or an amendment thereof divides the total annual special assessment due between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

3. The total special assessments levied against a property under an assessment contract shall not exceed the sum of the cost of the project, including any required energy audits and inspections, or portion thereof financed through the participation in a property assessed clean energy program or clean energy conduit financing, including the costs of any audits or inspections required by the clean energy development board, plus such administration fees, interest, and other financing costs reasonably required by the clean energy development board.
4. The clean energy development board shall provide a copy of each signed assessment contract to the local county assessor and county collector and shall cause a copy of such assessment contract to be recorded in the real estate records of the county recorder of deeds.

5. Special assessments agreed to under an assessment contract shall be a lien on the property against which it is assessed on behalf of the applicable clean energy development board from the date that each annual assessment under the assessment contract becomes due. Such special assessments shall be collected by the county collector in the same manner and with the same priority as ad valorem real property taxes. Once collected, the county collector shall pay over such special assessment revenues to the clean energy development board in the same manner in which revenues from ad valorem real property taxes are paid to other taxing districts. Such special assessments shall be collected as provided in this subsection from all subsequent property owners, including the state and all political subdivisions thereof, for the term of the assessment contract.

6. Any clean energy development board that contracts for outside administrative services to provide financing origination for a project shall offer the right of first refusal to enter into such a contract to a federally insured depository institution with a physical presence in Missouri upon the same terms and conditions as would otherwise be approved by the clean energy development board. Such right of first refusal shall not be applicable to the origination of any transaction that involves the issuance of bonds by the clean energy development board.

(L. 2010 H.B. 1692, et al.)

Program authorized, requirements--application process--audit may be required.

67.2820. 1. Any clean energy development board may establish a property assessed clean energy program to finance energy efficiency improvements or renewable energy improvements. A property assessed clean energy program shall consist of a program whereby a property owner may apply to a clean energy development board to finance the costs of a project through annual special assessments levied under an assessment contract.

2. A clean energy development board may establish application requirements and criteria for project financing approval as it deems necessary to effectively administer such program and ration available funding among projects, including but not limited to requiring projects to meet certain energy efficiency standards.

3. Clean energy development boards shall ensure that any property owner approved by the board to participate in a property assessed clean energy program or clean energy conduit financing under sections 67.2800 to 67.2835 shall have good creditworthiness or shall otherwise be considered a low risk for failure to meet the obligations of the program or conduit financing.
4. A clean energy development board may require an initial energy audit conducted by a qualified home energy auditor as defined in subdivision (4) of subsection 1 of section 640.153 as a prerequisite to project financing through a property assessed clean energy program as well as inspections to verify project completion.

(L. 2010 H.B. 1692, et al.)

Alternative financing method.

67.2825. 1. In lieu of financing a project through a property assessed clean energy program, a clean energy development board may seek to finance any number of projects to be installed within a single parcel of property or within a unified development consisting of multiple adjoining parcels of property by participating in a clean energy conduit financing.

2. A clean energy conduit financing shall consist of the issuance of bonds under section 67.2830 payable from the special assessment revenues collected under an assessment contract with the property owner participating in the clean energy conduit financing and any other revenues pledged thereto.

(L. 2010 H.B. 1692, et al.)

Issuance of bonds.

67.2830. 1. A clean energy development board may issue bonds payable from special assessment revenues generated by assessment contracts and any other revenues pledged thereto. The bonds shall be authorized by resolution of the clean energy development board, shall bear such date or dates, and shall mature at such time or times as the resolution shall specify, provided that the term of any bonds issued for a clean energy conduit financing shall not exceed twenty years. The bonds shall be in such denomination, bear interest at such rate, be in such form, be issued in such manner, be payable in such place or places, and be subject to redemption as such resolution may provide. Notwithstanding any provision to the contrary under this section, issuance of the bonds shall conform to the requirements of subsection 1 of section 108.170.

2. Any bonds issued under this section shall not constitute an indebtedness of the state or any municipality. Neither the state nor any municipality shall be liable on such bonds, and the form of such bonds shall contain a statement to such effect.

(L. 2010 H.B. 1692, et al.)

Allocation of state's residual share of certain bond limitation.
67.2835. The director of the department of economic development is authorized to allocate the state’s residual share, or any portion thereof, of the national qualified energy conservation bond limitation under Section 54D of the Internal Revenue Code of 1986, as amended, for any purposes described therein to the authority, any clean energy development board, the state, any political subdivision, instrumentality, or other body corporate and politic.

(L. 2010 H.B. 1692, et al.)
ITEM/SUBJECT: Ordinance to Consider PACE with MO Clean Energy District (MCED)

BUDGET APPROPRIATION (IF APPLICABLE) $N/A

DATE: November 20, 2017

COMMENTARY:

See write-up for Show Me PACE. Rather than selecting one of the two active MO clean energy districts Council expressed interest in joining both. The City has not taken a position on the preference of these two options – Show Me PACE and MCED PACE.

Recommendation: Discussion, first reading.
July 19, 2016

Mortgagee Letter 2016-11

To

All FHA Approved Mortgagees
All Direct Endorsement Underwriters
All FHA Roster Appraisers
All FHA Roster Inspectors
All FHA Approved 203(k) Consultants
All HUD Approved Housing Counselors
All HUD Approved Nonprofit Organizations
All Governmental Entity Participants
All Real Estate Brokers
All Closing Agents

Subject

Property Assessed Clean Energy (PACE)

Purpose

This transmits updates to the following sections of HUD Handbook 4000.1, Single Family Policy Handbook:

- Section II.A.1.a.i(E)(1)(a)(iii), Sales Contract and Supporting Documentation
- Section II.A.1.a.iii(B)(6)(c), Additional Requirements When Ordering an Appraisal
- Section II.A.1.b.iv(A)(6), Property Assessed Clean Energy (PACE)
- Section II.A.4.a.iii(A)(1), Automated Underwriting System Data Entry Requirements
- Section II.A.4.d.iii(G)(2), Interested Party Contributions (TOTAL)
- Section II.A.5.c.iii(G)(2), Interested Party Contributions (Manual)
- Section II.A.5.d.vii(B), Calculating Total Mortgage Payment
- Section II.A.6.a.viii(A), Monthly Escrow Obligation
- Section II.D.12.d.iv, Property Assessed Clean Energy (PACE)
Mortgagee Letter 2016-11, Continued

Effective Date

These Handbook sections are effective for all case numbers assigned on or after 60 days from publication of this Mortgagee Letter; however, Mortgagees may begin using the policy immediately.

4000.1 FHA Single Family Housing Policy Handbook

The attached updates to HUD’s Single Family Housing Policy Handbook 4000.1 will be incorporated in a future publication of the Handbook.

Background

FHA supports the goals of clean energy, energy efficiency, and resilience. Property Assessed Clean Energy (PACE) programs may provide an alternative means of financing energy and other PACE-allowed improvements to residential properties using financing provided by private enterprises in conjunction with state and local governments.

The terms and conditions of the PACE obligation may vary by state, local government, and PACE program. PACE programs also determine the scope of allowable improvements made under their respective PACE programs. Generally, the repayment of the PACE obligation is collected in the same manner as a special assessment is collected by the local government, rather than paid directly by the Borrower to the party providing the PACE financing. Generally, the PACE obligation is also secured in the same manner as a special assessment against the property. In the event of the sale, including a foreclosure sale, of the property with outstanding PACE financing, the obligation will continue with the property causing the new homeowner to be responsible for the payments on the outstanding PACE amount. In cases of foreclosure, priority collection of delinquent payments for the PACE assessment may be waived or relinquished.

The Department of Energy is updating its Best Practices Guidelines for Residential PACE Financing, which may be used by states and counties to align with their consumer protection goals.

FHA regulations at 24 CFR §203.32(a) require, in part, that with certain exceptions, at the time the mortgage is offered for insurance, the property must be free and clear of any liens other than the FHA-insured mortgage. In addition, FHA regulations at 24 CFR §203.41(c)(2) require that any restrictions on conveyance automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the FHA-insured mortgage is assigned to the Secretary.

Continued on next page
Attached to this ML are additions and revisions to the Handbook 40001. The following is a summary of Title II Forward Mortgage policy changes, which is provided for informational purposes only.

**Outstanding PACE Obligations**

Properties which will remain encumbered with a PACE obligation may be eligible for FHA-insured mortgage financing, provided that the mortgagee determines that the following requirements have been met:

- under the laws of the state where the property is located, the PACE obligation is collected and secured by the creditor in the same manner as a special assessment against the property;
- the property may only become subject to an enforceable claim (i.e., a lien) that is superior to the FHA-insured mortgage for delinquent regularly scheduled PACE special assessment payments. The property shall not be subject to an enforceable claim (i.e., lien) superior to the FHA-insured mortgage for the full outstanding PACE obligation at any time (i.e., through acceleration of the full obligation.) However, a notice of lien for the full PACE obligation may be recorded in the land records;
- there are no terms or conditions that limit the transfer of the property to a new homeowner. Legal restrictions on conveyance arising from a PACE obligation that could require the consent of a third party before the owner can convey the real property are prohibited, unless such provisions may be terminated at the option of, and with no cost to, the homeowner;
- the existence of a PACE obligation on a property is readily apparent to mortgagees, appraisers, borrowers and other parties to an FHA-insured mortgage transaction in the public records and must show the obligation amount, the expiration date and cause of the expiration of the assessment, and in no case may default accelerate the expiration date; and
- in the event of the sale, including a foreclosure sale, of the property with outstanding PACE financing, the obligation will continue with the property causing the new homeowner to be responsible for the payments on the outstanding PACE amount.

**Disclosure of PACE Obligation, Terms and Conditions upon Sale**

For properties with existing PACE obligations, the property sales contract must indicate whether the obligation will remain with the property or be satisfied by the seller at, or prior to closing. Where the obligation will
Mortgagee Letter 2016-11, Continued

(continued) remain, all terms and conditions of the PACE obligation must be fully disclosed to the borrower and made part of the sales contract between the seller and the borrower.

**Appraisal Requirements**

Where energy and other PACE-allowed improvements have been made to the property through a PACE program, and the PACE obligation will remain outstanding, the appraiser must analyze and report the impact on the value of the property, whether positive or negative, of the PACE-related improvements and any additional obligation (i.e., the PACE special assessment).

**Home Equity Conversion Mortgages And Title I Loans**

These policies are not applicable to Home Equity Conversion Mortgages (HECM) or Title I Loans. Properties with PACE obligations are not eligible for an FHA-insured HECM or Title I Loan.

**Information Collection**

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2502-0059 and OMB Control number 2502-0538. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

**Questions**

Please address any questions about the topics addressed in this Mortgagee Letter to the FHA Resource Center at (800) 225-5342. Persons with hearing or speech impairments may reach this number via TTY by calling the Federal Relay Service at (800) 877-8339. For additional information on this Mortgagee Letter, please visit [www.hud.gov/answers](http://www.hud.gov/answers).

**Signature**

Edward L. Golding
Principal Deputy Assistant Secretary for Housing

**Attachments**

1, 2, 3, 4, 5, 6, 7, 8, 9, 10

(Download [zip file](#))
Missouri Clean Energy District
A Political Subdivision of the State of Missouri

Overview
- The District's mission is to help make Missouri more energy-efficient, making a positive impact in the communities we serve.
- Results support that the program is achieving this goal in active member communities.
- In partnership with Renovate America's HERO program, partnered with 500 local governments since 2011, with a strong track record representing the value being created in the community.

Goals
- To grow in Missouri and help create over 3,000 jobs over the first five years of the HERO program being active across Missouri, and in the process, invest over $300 million to improve the local housing and building stock — at no cost to taxpayers.
- To provide an efficient economic development tool for local government by creating jobs with local contractors and providing affordable and accessible financing for residential and commercial building owners who want to improve their property with energy efficient and renewable energy investments (e.g., HVAC, windows/doors, roofs, solar).
- Through the HERO program, leverage technology and attract private capital to invest and improve local infrastructure efficiently through PACE, or Property Assessed Clean Energy (http://pacenation.us/pace-market-data/).

PACE is another voluntary financing option that expands consumer choice and may be the right financing tool for many property owners.

Positive Results

Since the District began offering HERO financing in greater Kansas City in September 2016, the program has since expanded to numerous municipalities in greater St. Louis, Springfield, and most recently, Columbia and Jefferson City. Here are the actual results since last year:

- 2,500 applications (property owner demand), of which 1,650 were approved
- 1,290 projects completed, improving the local housing stock by $12+ million and the commercial building stock by $3+ million
- Energy savings over the useful life of the products of 50 million kWh, resulting in millions in energy savings for local homeowners
- 100 new jobs for local contractors (currently, 200+ HERO-registered contractors in MO)
- $20 million economic impact

Additionally, 85 communities around Missouri have adopted a membership ordinance (or resolution) in the Missouri Clean Energy District, with homes in these local jurisdictions representing almost 50% of Missouri households.

For more information, please contact the Missouri Clean Energy District, David Pickerill at dpickerill@mcned.mo.gov or John Maslowski at imaslowski@renovateamerica.com.
Missouri Clean Energy District
A Political Subdivision of the State of Missouri

Community Benefits

- Empowering property owners to reduce energy costs through conservation measures and education, resulting in more energy-efficient communities

- Local job creation, working with local contractors (HVAC, windows/doors, roofs, solar, etc.)

- Workforce training, ongoing (working with custom software to make it efficient for local contractors to grow their business)

- Economic development tool, attracting private global capital to improve the local housing and building stock

- Competitive, fully-amortizing and fixed interest rates for homeowners, primarily dependent on term selected (up to 20 years in Missouri), starting at 2.99%

- Consumer protections and safeguards, including eligibility criteria, disclosures, ongoing support and requirements for contractors to follow (partnering only with trusted contractors)

- Clean energy is good for the environment and will help reduce emissions in the community

- Improve the health (cleaner air to breathe inside the home or building), safety, durability and comfort of homes and buildings; address critical needs in community such as HVAC for seniors

- Residential and commercial program is active in Missouri today, generating positive results

- Technology (web & app) and transparency to monitor results on a real-time basis

For more information, please contact the Missouri Clean Energy District, David Pickerill at dpickerill@mc.ed.mo.gov or John Maslowski at jmaslowski@renovateamericacom.
ORDINANCE NO.__________

A ORDINANCE ENABLING THE CITY OF ROLLA, MISSOURI, TO JOIN THE MISSOURI CLEAN ENERGY DISTRICT PURSUANT TO STATE STATUTE, AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES AS A MEMBER OF SAID DISTRICT.

WHEREAS, the 95th General Assembly of Missouri enacted Sections 67.2800 to 67.2835, inclusive, RSMo, known as the "Property Assessment Clean Energy Act" (the "Act"); and,

WHEREAS, the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property, will create jobs for residents of the City of Rolla, Missouri, advance the economic well-being and public and environmental health of the City of Rolla, Missouri, and contribute to the energy independence of our nation; and,

WHEREAS, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the Act is to promote the public purposes described above; and,

WHEREAS, Section 67.2810.1 authorizes one or more Municipalities (as defined in Section 67.2800.7) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy ("PACE") Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to their properties located in such Municipalities; and,

WHEREAS, on January 3, 2011, a clean energy development board now named the Missouri Clean Energy District was created with the intention that all Municipalities within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and,

WHEREAS, the City desires to establish consumer protection policies to protect the integrity of the PACE Program for property owners and the City;

WHEREAS, it is in the best interest of the City of Rolla, Missouri, and for the benefit of its residents and businesses to join and participate in the District; and,

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

SECTION 1: That the City hereby approves and authorizes joining and participating in the Missouri Clean Energy District

SECTION 2: That the City declares its intent that the provisions of this Ordinance, as stated herein, shall be in conformity with federal and state laws. The City enacts this Ordinance, pursuant to Sections 67.2800 to 67.2835 RSMo, as amended.

A. Title and Definitions.

1) Title. This Ordinance shall be known and may be cited as the City of Rolla, Missouri, Property Assessed Clean Energy (MCED PACE) Ordinance."
2) Definitions. Except as specifically defined below, word and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes (2000), as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.

“Missouri Clean Energy District” or “District” means the Missouri Clean Energy District.

“Consumer Protection Policies” means any policy designed to protect homeowners as adopted by the District from time to time. The current policy is attached as Exhibit 1.

“PACE Assessment” means a special assessment made against qualifying property in consideration of PACE Funding.

“PACE Funding” means funds provided to the owner(s) of qualified property by the District for an energy efficiency improvement.

“Qualifying Property” means any real property located in the City of Rolla, Missouri.

B. Program Administration.

The Missouri Clean Energy District shall administer the functions of the PACE Program within the City by:

A. providing qualifying property owners with an application in order to apply for PACE Funds;

B. developing standards for the approval of Projects submitted by property owners;

C. reviewing applications and select qualified Projects;

D. entering into Assessment Contracts with property owners;

E. providing a copy of each executed PACE Assessment to the local county assessor and county collector and causing a copy of each such PACE Assessment to be recorded in the real estate records of the Recorder of Deeds for the county;

F. authorizing and disbursing the PACE Funds to the property owners;

G. receiving the PACE Assessment;

H. recording the lien for the PACE Assessment; and

I. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes (2000), as amended, including, but not limited to, the power to separately levy and collect special assessments under an assessment contract with a property owner.
C. Liability of City Officials; Liability of City.

Notwithstanding any other provision of law to the contrary, officers and other officials of the City, the District and the City shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City’s PACE Program, including, without limitation, claims for or related to uncollected PACE Assessments. The City has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. The District shall for all purposes be considered an independent entity and shall not be considered a political subdivision of the City.

SECTION 3: That to protect the rights of property owners who participate in the PACE Program, and to ensure the integrity of the PACE Program and the good name of the City of Rolla, Missouri, the City of Rolla, Missouri, hereby authorizes and requires that the District and/or any PACE Program which operates in the City of Rolla, Missouri, shall adhere to the then current Consumer Protection Policy adopted by the District. The current Consumer Protection Policy is attached as Exhibit 1.

SECTION 4: That the City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the jurisdictional and geographic boundaries of the City for inclusion in the jurisdictional and geographic boundaries of the District.

SECTION 5: That the City may designate a member of the Advisory Board of Missouri Clean Energy District and direct the City Clerk to notify the Executive Director of the District of such designation.


APPROVED:

__________________________
ATTEST:
Mayor

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
OVERVIEW

Property assessed clean energy ("PACE") programs enable a much broader range of homeowners to implement energy efficiency and renewable energy upgrades that increase the value, functionality, and sustainability of their homes. Such upgrades ("Measures") make homes less costly to operate and more comfortable to live in, while simultaneously reducing energy consumption. Without PACE Programs, many homeowners would have no, or costlier, access to these Measures.

Residential PACE Programs ("PACE Programs" or "Program"), including the government authorities sponsoring and administering ("Authority") them and, where applicable, the entities who help implement them ("Partners"), provide advice, tools and resources that enable homeowners to make smart, informed and responsible choices regarding such Measures1. PACE Programs must be responsible for ensuring that the advice, tools and resources are appropriate and accurate, which means that care must be taken with homeowners before, during and after the origination of Program financing. Consumer protections that serve homeowners must be a core value of PACE Programs and Partners.

PACE Programs should implement consumer protection policies ("Policy" or "Policies") that address the following areas: (1) Eligibility and Risk; (2) Disclosures and Documentation; (3) Funding; (4) Operations; (5) Post-Funding Homeowner Support; (6) Data Security; (7) Privacy; (8) Marketing and Communications; (9) Protected Classes; (10) Registered Contractors; (11) Eligible Products; (12) Pricing; (13) Reporting; (14) Closing & Funding; and (15) Policy Revision & Certification.

Programs shall be substantially informed by all provisions set forth herein, unless some or all of the subject areas appearing in this Policy are otherwise covered by, or in conflict with, state law, in which case applicable state law shall control.

1 In this document, "Partner" refers to the government authority in all cases where a Program does not include a third party non-government partner. The term Partners also does not apply to Municipal PACE Programs (e.g. Programs that are owned, operated, administered and publicly funded by the local government authority). These Policies apply only to residential properties, as defined by state law. These Policies do not apply to commercial properties.
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For more information, please contact the Missouri Clean Energy District, David Pickerill at dpickerill@mced.mo.gov or John Maslowski at maslowski@renovateamerica.com
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A Political Subdivision of the State of Missouri

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- Technology (web & app) and transparency to monitor results on a real-time basis

For more information, please contact the Missouri Clean Energy District, David Pickerill at dpickerill@mced.mo.gov or John Maslowski at maslowski@renovateamerica.com
The attached is an ordinance authorizing the Mayor to enter into an agreement to construct a sidewalk from Kingshighway to Missouri State Highway 72 along the west side of US Highway 63. The Move Rolla Transportation Development District will be funding the construction. MoDOT requires an agreement from the City of Rolla in order to proceed with the project.

Staff recommends approval.
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 THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR SIDEWALK CONSTRUCTION ALONG ROUTE 63 FROM JUST EAST OF KINGSHIGHWAY TO ROUTE 72.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and the Missouri Highways and Transportation Commission for sidewalk construction along Route 63 from just east of Kingshighway to Route 72, a copy of said agreement being attached hereto and marked Exhibit A.


APPROVED:

____________________________________
MAYOR

ATTEST:

____________________________________
CITY CLERK

APPROVED AS TO FORM:

____________________________________
CITY COUNSELOR
## Exhibit B

**Route 63 ADA Transition Plan Improvements; MoDDOT Job No. 15P3125**

**Kingshighway to Ridgeview Road (approximately 1600 feet on west side)**

**Pre-Concept Level - Engineer's Opinion of Probable Project Cost**

Submitted July 18, 2017

<table>
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<th>Pay Item No.</th>
<th>Pay Item Description</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Cost</th>
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<td>202-20.10</td>
<td>Removal of Improvements</td>
<td>L.S.</td>
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<td>$350.00</td>
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<td>304-01.43</td>
<td>Type 1 Aggregate for Base (4 in. Thick) (for Sidewalks/Curb Ramps)</td>
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<td>Lighting (4 Relocated)</td>
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<td>Signals (2 New Push Buttons/Ped/Poles &amp; Associated Wiring)</td>
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**Sub Total Construction Costs** | $220,210

**Notes:**
- Quantities are based upon aerial mapping and major assumptions on yet-to-be-designed plans.
- Unit Prices are based upon available 2016 bid tab information. This estimate does not include future inflation.
- This cost estimate is conceptual. Final design, quantities & unit prices are subject to change based on actual design.
- Assumptions:
  - Minimal drainage, signal and lighting costs.
  - Right-of-way takings are based on 9 temporary easements @ $2,50 per square foot, including admin.
  - Potential utility reimbursement costs are not known at this time and are not included in this estimate.
  - Construction cost assumes placing aggregate base below new paved approaches and sidewalks.
  - Actual paved approach and retaining wall quantities could vary more than others and are based on our best engineering judgment.
- Design fee does not include legal descriptions for nine temporary easements.
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AND COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the Entity of Rolla, Missouri, a municipal corporation (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission is planning the upgrade of existing pedestrian facilities to compliance with the Americans with Disabilities Act on Route 63 from north of the Interstate 44 to south of Route CC (hereinafter, "public improvement");

WHEREAS, the parties desire the addition of pedestrian facilities on the west side of Route 63 between Kingshighway and Ridgeview Road;

WHEREAS, the Entity is willing to cooperate in the design and construction of said public improvement to add the pedestrian facilities in accordance with the Americans with Disabilities Act on the west side of Route 63 between Kingshighway and Ridgeview Road, subject to the terms and conditions herein; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. IMPROVEMENT DESIGNATION: The public improvement designated as Route 63, Phelps County, Job No. J5P3129 shall consist of design and constructing pedestrian facility improvements. The project excludes any structural changes to the BNSF railroad bridge.

2. IMPROVEMENT WITHIN ENTITY: The improvement within the Entity is located as follows:

On the west side of Route 63 beginning generally at the intersection of Route 63 and Kingshighway extending in a generally southerly direction to the intersection of Route 63 and Ridgeview Road. The area is shown on "Exhibit A" and made a part of this Agreement.

3. EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the Entity limits as they exist on the date this Agreement is executed by the Entity.
(4) **LOCATION:** The general location of the public improvement is along Route 63 in, or near, the Entity of Rolla, Missouri as shown in Exhibit A. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) **PURPOSE:** It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the Entity limits described in paragraphs (1) and (2) above and designated as Commission Job No. J5P3129. The parties' responsibilities with respect to construction, maintenance, and the funding of said improvements are outlined further herein.

(6) **PROJECT RESPONSIBILITIES:** With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of details right of way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may be modified in order to carry out the work.

(C) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) **PAYMENT RESPONSIBILITIES:** With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The estimated cost to construct the pedestrian facilities on the west side of Route 63 between Kingshighway and Ridgeview Road within the limits of this improvement is four hundred two thousand five hundred thirty three dollars ($402,533.00) as shown in Exhibit B. The Entity shall remit a check in the amount of $402,533.00 by December 8, 2017. The check shall be made payable to the "Missouri Highway and Transportation Commission Local Fund". If the Entity fails to make this payment, the Commission is under no obligation to continue with the project.

(B) The Entity is responsible for the balance of the herein improvements in excess of $402,533.
(C) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the Entity, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the Entity payment is due, it shall notify the entity of the new due date in writing, which shall be binding immediately upon the Entity's receipt of the written notice. The check must be made payable to the Director of Revenue — Credit State Road Fund. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the Entity fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the Entity by the extended due date. If the Commission makes a contingent award of the contract and the Entity fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(D) If the final project cost for the herein improvements is less than the estimated amount of $402,533, the Commission shall remit a check in the difference to the Entity.

(8) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the State Road Fund. If the amount deposited with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the Entity based on its pro rata share of the investment.

(9) MAINTENANCE RESPONSIBILITIES: The Entity and Commission will be responsible for maintenance of Route 63 within the Entity limits as follows:

(A) During construction of the project, the Commission will maintain all portions of the roadway within Commission owned right of way.

(B) During construction of the project, the Commission will maintain the travel lanes of Route 63 within the Entity owned right of way.

(C) During construction of the project, the Entity will maintain the pedestrian facilities along the west side of Route 63 between Kingshighway and Ridgeview Road unless otherwise mentioned in this Agreement.
(D) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), Entity-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(E) When it is necessary to revise or adjust Entity streets, the right-of-way acquired for these adjustments and connections will be deeded to the Entity.

(F) The Entity shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(10) **RIGHT-OF-WAY USE**: The Entity grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvement.

(11) **CLOSE AND VACATE**: The Entity shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(12) **RIGHT-OF-WAY ACQUISITION**:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the Entity clerk of the Entity and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the Entity, any necessary right-of-way required for the construction of the improvement.

(B) The portion of state highway covered by this Agreement shall be a normal access highway and rights of access between the highway and abutting property shall be procured and the cost classified as right-of-way cost and paid for by the Commission in the same manner as other right-of-way costs. Only such rights of ingress and egress shall be allowed as indicated on the plans approved by the Commission and FHWA.

(13) **UTILITY RELOCATION**:

(A) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.
(B) In cases of public utilities owned by the Entity which must be moved, adjusted, or altered to accommodate construction of this improvement, and such Entity-owned utilities, poles, wires, conduits, and pipes are located within the present Entity limits and located on an existing Entity street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the Entity will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the Entity except as otherwise provided. The Entity shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the Entity in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the Entity in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the Entity for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(C) Should it be necessary to alter, relocate or adjust any Entity-owned utility facilities outside the present Entity limits on public right-of-way or on state highway right-of-way within or outside the Entity limits or within the right-of-way of a public way other than a Entity street or alley, the alteration, relocation, or adjustment shall be made by the Entity at its cost.

(D) The Entity agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the Entity will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The Entity shall take whatever actions that are necessary to assure compliance with this Subsection.

(14) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No
lighting system shall be installed or maintained by the Entity on the improvement without approval of the Commission.

(15) **TRAFFIC CONTROL DEVICES:** The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The Entity shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(16) **DRAINAGE:** The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The Entity shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the Entity's authority and control of the storm sewer facilities or natural drainage involved.

(17) **PERMITS:** The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(18) **COMMENCEMENT OF WORK:** After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(19) **ACCEPTED WITHIN HIGHWAY SYSTEM:** Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the Entity street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The Entity shall perform or cause to be performed normal
maintenance on the project site.

(20) ENTITY TO MAINTAIN: Except as provided in this Agreement, upon completion of construction of this improvement, the Entity shall accept control and maintenance of the improved Entity street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (19) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the Entity street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the Entity street system under this Agreement shall cease upon completion of the improvement.

(21) POLICE POWERS: It is the intent of the parties to this Agreement that the Entity shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the Entity will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission will not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the Entity shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(23) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the Entity shall take whatever actions that are necessary to enforce this Section.

(24) WITHHOLDING OF FUNDS: In the event that the Entity fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the Entity for compliance and the Entity's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the Entity.

(25) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(26) INDEMNIFICATION:
(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) The Entity will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the Entity and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the Entity and Commission, respectively.

(28) COMMISSION REPRESENTATIVE: The Commission's Central District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(29) ENTITY REPRESENTATIVE: The Entity's Mayor is designated as the Entity's representative for the purpose of administering the provisions of this Agreement. The Entity's representative may designate by written notice other persons having the authority to act on behalf of the Entity in furtherance of the performance of this Agreement.
NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Entity:

Attn: Louis Magdits
Entity of Rolla
901 N Elm Street
Rolla, MO 65402

Facsimile No: (573) 426-6948

(B) To the Commission:

Attn: Dave Silvester, District Engineer
MoDOT, Central District
1511 Missouri Blvd.
Jefferson City, MO 65109

Facsimile No: (573) 522-1059

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have
been duly authorized, directed and empowered to execute this Agreement.

(36) **SECTION HEADINGS:** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity this ___ day of ____________, 20__.

Executed by the Commission this ___ day of ____________, 20__.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _______________________
Title: _______________________

ATTEST:

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

CITY OF ROLLA, MISSOURI

By: _______________________
Title: _______________________

ATTEST:

By: _______________________
Title: _______________________

APPROVED AS TO FORM:

By: _______________________
Title: _______________________

Ordinance Number__________________
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion $####

ITEM/SUBJECT: Medium Duty Trucks

BUDGET APPROPRIATION: Street $25,000
Parks $80,000
Wastewater $50,000

DATE: 11/20/2017

COMMENTARY:

City staff asked for and received bids for 2017 Model Year Medium Duty Trucks. Multiple
bids were received and the bid tabulations are attached. Each recommendation is for the
low bidder using RFB3-170105TV Medium Duty Vehicles in the agreement between
Missouri Highways and Transportation Commission and the low bidder.

Item #1: Wastewater - 2017 Standard Cab ¾ Ton Pickup w/ 8' Bed:
Public Works staff recommends City Council award the bid to Capitol Dodge of Jefferson
City, MO for $25,410. This unit is a planned replacement in the Wastewater Department.
We will surplus the existing pickup through GovDeals.

Item #2: Wastewater - 2017 Crew Cab ¾ Ton Pickup w/ 8' Bed:
Public Works staff recommends City Council award the bid to Capitol Dodge of Jefferson
City, MO for $28,618.00. This unit is a planned replacement in the Wastewater
Department. We will surplus the existing pickup through GovDeals.

Item #3: Parks - 2017 Crew Cab ¾ Ton Pickup w/ 6' Bed:
Parks staff recommends City Council award the bid to Capitol Dodge of Jefferson City, MO
for $28,618.00. This unit is a planned replacement in the Parks Department. We will
surplus the existing pickup through GovDeals.

Item #4: Parks - 2017 17,500 GVWR 4WD Dual Rear Wheels w/ Dump Bed:
Parks staff recommends City Council award the bid to Capitol Dodge of Jefferson City, MO
for $49,980. This unit is a planned replacement in the Parks Department. We will surplus
the existing pickup through GovDeals.

Item #5: Street - 2017 15 Passenger Van:
Public Works staff recommends City Council award the bid to Lou Fusz Chevrolet of St.
Peters, MO for $28,040.00. This unit was a planned replacement in the Street Department
for next budget year. We postponed a pickup replacement to allow for the van
replacement. We will surplus the existing van through GovDeals.

ITEM NO. 

\[\sqrt{\frac{A}{i}}\]
City of Rolla, MO  
Medium Duty Truck  
11/8/2017  

<table>
<thead>
<tr>
<th>Item #2 Wastewater</th>
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<tr>
<td>Crew Cab 3/4 Ton 4WD, 8' Box</td>
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<tr>
<td>Capitol Dodge</td>
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<tr>
<td>Lou Fusz Chevrolet</td>
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<tr>
<td>Midway Ford Truck Cetner</td>
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<td>Lou Fusz Chevrolet</td>
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<td>Midway Ford Truck Cetner</td>
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<tr>
<td>Hutcheson Ford Sales, Inc.</td>
</tr>
<tr>
<td>Midway Ford Truck Cetner</td>
</tr>
</tbody>
</table>