Note: Please turn off all cell phones and pagers during the meeting.

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

AGENDA OF THE ROLLA CITY COUNCIL
Monday, December 4, 2017; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

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

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Brian Woolley

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – November 6, 2017
   2) City Council Closed Session Meeting – November 6, 2017
   3) City Council Meeting – November 20, 2017

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) Missouri S&T Architectural Engineering Program Animal Shelter Concepts – Mr. Stuart W. Baur and Mr. Heath Pickerill
B) Rolla Municipal Utilities (RMU) FY 2017 Fourth Quarter Report – RMU General Manager Rodney Bourne

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report – October 2017
B) Police Department Monthly Report – October 2017
C) Animal Control Division Monthly Report – October 2017
D) The Centre Financial Analysis – October 2017
E) Parks Department Financial Analysis – October 2017
F) Health and Recreation Center Board Meeting Minutes – August 16, 2017
G) Building Codes Monthly Report – October 2017
H) Planning & Zoning Commission Meeting Minutes – November 14, 2017
I) Development Review Committee Meeting Minutes – November 28, 2017
J) Rolla Municipal Utilities Monthly Report – October 2017
K) Rolla Board of Public Works Meeting Minutes – October 31, 2017
L) Cash Analysis Report – October 31, 2017
V. OLD BUSINESS
A) Ordinance Rezoning 112 & 114 N. Spilman from Neighborhood Business District (C-1) to General Retail District (C-2) (Meyer) - (City Planner James Shields) - Final Reading
B) Ordinance Approving the Resubdivision of 515 & 521 S. Bishop Ave., & 514 Ft. Wyman Road (Ft. Wyman) - (City Planner James Shields) - Final Reading
C) Ordinances Adjusting Elected Officials Compensation - (City Administrator John Butz) -
   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
D) Ordinance Considering Participation in Show Me PACE - (City Administrator John Butz) - Final Reading
E) Ordinance Considering Participation in MCED PACE - (City Administrator John Butz) - Final 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) - Final Reading

VI. NEW BUSINESS
A) Ordinance Authorizing the Mayor to Execute a Certain Overpass Agreement with the BNSF Railroad for Project #359-Highway 72 Extension - (Public Works Director Steve Hargis) - First/Final Readings

VII. CLAIMS and/or FISCAL TRANSACTIONS

VIII. CITIZEN COMMUNICATION
A) Open Citizen Communication

IX. MAYOR/CITY COUNCIL COMMENTS
A) Motion Reappointing Mr. Ben Tipton to Rolla Regional Economic Commission (RREC) Board as City Appointee (December 2020) - Motion

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION
Pursuant to Section 610.021 RSMo. the City Council will discuss the following issues in Closed Session:
   A) Contract Negotiations
   B) Real Estate

XII. ADJOURNMENT
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, NOVEMBER 6, 2017; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

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

Council Members Absent: Brian Woolley

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

Other City Officials in Attendance: City Administrator John Butz, City Planner James Shields, City Counselor Lance Thurman, and City Clerk Carol Daniels

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

Councilman John Meusch led in the Pledge of Allegiance.

I. CONSENT AGENDA

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

(A) Approval of the Rolla City Council Minutes for the following:
   1) City Council Workshop – September 25, 2017
   2) City Council Meeting – October 2, 2017
   3) City Council Closed Session Meeting – October 2, 2017
   4) City Council Meeting – October 16, 2017
   5) City Council Closed Session Meeting – October 16, 2017

II. PUBLIC HEARINGS
None.

NOVEMBER 6, 2017
III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) Small Business Saturday Ribbon Cutting – Tuesday, Nov. 21, 2017: Rolla Area Chamber of Commerce Executive Director Stevie Kearse explained the “Small Business Saturday” Ribbon cutting would be held on Tuesday, November 21, 2017, at the corner of Seventh and Pine Streets. Mayor Magdits then read a proclamation wherein he proclaimed Saturday, November 25, 2017, as “Small Business Saturday,” in Rolla, Missouri.

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

Mayor Magdits referred the Council to (A) the September 2017, Environmental Services Department Monthly Report; (B) the September 2017, Police Department Monthly Report; (C) the September 2017, Animal Control Division Monthly Report; (D) the September 2017, Centre Financial Analysis; (E) the September 2017 Parks Financial Analysis; (F) the September 2017 Building Codes Monthly Report; (G) the October 10, 2017, Planning and Zoning Commission Meeting Minutes; (H) the September and October 2017 Municipal Court Monthly Report; (I) the September 26, 2017, Development Review Committee Meeting Minutes; (J) the August and September Rolla Municipal Utilities Monthly Reports; (K) The August 22 and October 3, 2017, Rolla Board of Public Works Meeting Minutes, and; (L) the September 30, 2017, Cash Analysis Report.

V. OLD BUSINESS

(A) Ordinance Rezoning a 0.19-Acre Parcel at 601 North Elm Street from Heavy Manufacturing District (M-2) to Center City District (CC) (G.R.A.C.E.): City Planner James Shields explained the Greater Rolla Area Charitable Enterprise (G.R.A.C.E.), which is located at 601 North Elm Street is requesting the rezoning of the subject property from M-2 (Heavy Manufacturing District) to (CC) Center City District. Mr. Shields told the Council the current use of the subject property is a storage warehouse with accessory offices for administrative purposes. He noted the current use of the property is considered a legal non-conforming use located in a Heavy Manufacturing District (M-2). With the approval of the rezoning request, Mr. Shields pointed out the current use of the property would become permitted and the legal non-conforming use aspect of this parcel would be eliminated.

NOVEMBER 6, 2017
V. OLD BUSINESS (continued)

(A) Ordinance Rezoning a 0.19-Acre Parcel at 601 North Elm Street from Heavy Manufacturing District (M-2) to Center City District (CC) (G.R.A.C.E.) (continued): City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4375: AN ORDINANCE TO APPROVE THE REZONING OF A 0.19-ACRE PARCEL LOCATED IN THE CITY OF ROLLA, PHELPS COUNTY, MISSOURI, AT 601 NORTH ELM STREET, FROM HEAVY MANUFACTURING DISTRICT (M-2) TO CENTER CITY DISTRICT (CC). (G.R.A.C.E). A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Schott, Meusch, Jordan, Williams, Hines, Jung, Long, Bowe, Crowell, Morris, and Miller. Nays; None. Absent; Woolley. Motion carried. The ordinance passed.

(B) Ordinance Rezoning a 6.94-Acre Tract (3 Parcels) Located at 1150 & 1151 Lynwood Dr., & a Vacant Lot from Single-Family District (R-1) to Rural Residential District (R-R) (Rolla): City Planner James Shields stated the subject request is rezone a 6.94-acre tract from R-1 (Single-Family District) zoning to R-R (Rural Residential) district zoning. He pointed out the applicant/owner is the City of Rolla. The subject property is located in west Rolla, approximately 900 feet south of Kingshighway and approximately 800 feet west of Adrian Avenue. Mr. Shields noted the parcels were purchased by the City for the purpose of creating a right-of-way with the new Highway 72 extension.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4376: AN ORDINANCE TO APPROVE THE REZONING OF A 6.94 TRACT OF LAND COMPRISED OF PORTIONS OF THE THREE PARCELS IDENTIFIED WITH THE PHELPS COUNTY ASSESSOR’S ACCOUNT NUMBERS OF 9668, 8024, AND 8025, FROM THE SINGLE-FAMILY DISTRICT (R-1) TO THE RURAL RESIDENTIAL DISTRICT (R-R). (ROLLA). A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Jung, Miller, Jordan, Hines, Williams, Bowe, Crowell, Meusch, Long, Schott, and Morris. Nays; None. Absent; Woolley. Motion carried. The ordinance passed.

(C) Ordinance Authorizing the Minor Subdivision of Parcels Known as 2409 & 2419 N. Bishop: City Planner James Shields explained the applicant/owner, Randy Clayton Properties (RCP), is requesting the adjustment of the boundary lines of the
V. OLD BUSINESS (continued)

(C) Ordinance Authorizing the Minor Subdivision of Parcels Known as 2409 & 2419 N. Bishop (continued): parcels known as 2409 and 2419 N. Bishop. The properties current use is the sale of motor-vehicle accessories/parts. Additionally, the subdivision process would allow the City to recognize a county-recorded division of land that is currently unrecognized by the City.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4377: AN ORDINANCE TO APPROVE THE ADJUSTMENT OF THE BOUNDARY LINES OF THE PARCELS THAT ARE KNOWN AS 2409 AND 2419 NORTH BISHOP AVENUE THROUGH THE SUBDIVISION PROCESS. (RCP). A motion was made by Williams and seconded by Morris to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Miller, Bowe, Williams, Hines, Jung, Meusch, Jordan, Morris, Long, Schott, and Crowell. Nays; None. Absent; Woolley. Motion carried. The ordinance passed.

VI. NEW BUSINESS

(A) Resolution Authorizing the Mayor to Execute a Supervised Work Release Program Agreement with the South Central Correctional Center (SCCC): Public Works Director Steve Hargis referred the Council to the proposed agreement with the South Central Correctional Center (SCCC) for 2018. He said offenders from this facility are used to cut grass, weeds, pick up trash, etc. Mr. Hargis indicated the City has participated in this program since 2005 and it has been a very successful program for both the City and offenders.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1907: A RESOLUTION 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 CORRECTIONS. A motion was made by Williams and seconded by Long to approve the proposed resolution. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The resolution passed.
VI. NEW BUSINESS (continued)

(B) Ordinance Setting Sewer User Rates: Public Works Director Steve Hargis recalled the Council has had several meetings over the past few months regarding the City’s wastewater operations. He noted the meetings included changing regulations and plans to do improvements that would take place over the next several years. Mr. Hargis continued by expanding on the proposed sewer rates over the next few years.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: 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.

(C) Resolution Extending Lease with Downtown Barber Shop: City Administrator John Butz stated the Downtown Barber Shop has been leasing its building from the City since 1995. Staff is proposing a three-year extension until December 31, 2020 and proposing the rate be increased to $690/month. Mr. Butz added they have been excellent tenants.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1908: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AMENDMENT TO COMMERCIAL LEASE BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE DOWNTOWN BARBER SHOP. A motion was made by Williams and seconded by Morris to approve the proposed resolution. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The resolution passed.

(D) Resolution for Tourism Contract for Service with Rolla Area Chamber of Commerce: City Administrator John Butz explained the following three items are all related. He explained the subject Contract for Service with the Rolla Area Chamber of Commerce consists of a two-year contract that establishes accountability and reporting requirements to the City and outlines the obligations by the Chamber.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1909: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY
VI. NEW BUSINESS (continued)

(D) Resolution for Tourism Contract for Service with Rolla Area Chamber of Commerce (continued): OF ROLLA, MISSOURI, A CONTRACT FOR SERVICE BETWEEN THE ROLLA AREA CHAMBER OF COMMERCE AND THE CITY OF ROLLA, MISSOURI FOR TOURISM/PROMOTION. A motion was made by Williams and seconded by Morris to approve the proposed resolution. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The resolution passed.

(E) Resolution Renewing Visitor Center Property (old Forest Ranger Site) to Chamber: City Administrator John Butz explained the subject lease runs parallel with the service property lease, which was just approved. The subject lease states the Chamber is responsible for maintaining the properties, and are doing so on behalf of the City using the hotel/motel tax proceeds for that purpose.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1910: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI THE CHAMBER LEASE-FOREST SERVICE PROPERTY BY AND BETWEEN THE CITY OF ROLLA, MISSOURI AND THE ROLLA AREA CHAMBER OF COMMERCE. A motion was made by Williams and seconded by Morris to approve the proposed resolution. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The resolution passed.

(F) Resolution Renewing Fiscal Agent Agreement with the Chamber (Tourism): City Administrator John Butz explained the subject agreement also runs simultaneously with the previous two agreements. He explained the Fiscal Agent Agreement outlines the services the City provides on behalf of the Chamber on the collection of the 3% hotel/motel tax.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1911: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI THE FISCAL AGENT AGREEMENT BETWEEN THE CITY OF ROLLA AND THE ROLLA AREA CHAMBER OF COMMERCE. A motion was made by Williams and seconded by Morris to approve the proposed resolution. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried. The resolution passed.
VI. NEW BUSINESS (continued)

(G) Ordinance Adjusting Elected Officials Compensation: City Administrator John Butz stated it has been some time since there has been an increase in the stipend for the City's elected officials. He referred the Council to the agenda materials, which outlines the current salaries along with the proposed change. Mr. Butz noted these increases would not take effect until after the next relevant election. Additionally, he mentioned that State law refers to the prosecutor as "city attorney." Since there is some confusion between the role of "city attorney" and "city counselor," he suggested changing the office 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.

A motion was made by Long and seconded by Williams to amend the subject ordinance by removing Section 2-12(b) from the proposed ordinance. A voice vote on the motion showed five ayes, six nays, and one absent. Motion failed.

A motion was made by Schott and seconded by Long to bring back the issue at the next Council meeting with four separate ordinances. A voice vote on the motion showed ten ayes, one nay, and one absent. Motion carried.

(H) Ordinance Authorizing the Mayor to Execute an Agreement with the Missouri Department of Natural Resources for Certain Equipment: Fire Chief Ron Smith reported the Fire Department recently attended radiation training through the Missouri Department of Natural Resources (MoDNR). As part of the training, MoDNR agreed to provide the Fire Department with certain radiation equipment at no cost. Chief Smith said the Fire Department would receive the equipment and a five-year agreement specifying that MoDNR would bear the costs associated with the certifications, calibrations, repairs and maintenance. After the five years, the equipment would be turned over to the Fire Department.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR MEMORANDUM OF AGREEMENT.
VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for 20 Cubic-Yard Refuse Truck: Environmental Services Director Brady Wilson stated the subject bid award would replace a 2008 Sterling/Loadmaster. Staff is recommending the bid be awarded to the lowest bid received, meeting specifications, to Scheppers International, Jefferson City, Missouri, for $145,836. Additionally, Mr. Wilson recommended selling the 2008 unit on GovDeals.com. A motion was made by Williams and seconded by Morris to award the bid for a 20 cubic-yard packer truck to Scheppers International, Jefferson City, Missouri for a 2018 International 7400 with Loadmaster Legacy for $145,836. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(B) Motion Awarding Bid for Pickup Truck: Environmental Services Director Brady Wilson explained the subject bid award would add a small/mid-sized pickup truck to the fleet primarily for the enforcement inspector for purposes of enforcing the rollout container ordinance that went into effect earlier this year. The vehicle would be shared with the Director as needed. Mr. Wilson reported three bids were received and staff is recommending purchasing the vehicle from the low bidder, Hutcheson Ford, St. James, Missouri, for $25,681. After some discussion, a motion was made by Long and seconded by Morris to award the bid for a 2018 Ford F-150 to Hutcheson Ford, St. James, Missouri, for $25,681. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(C) Motion Authorizing the Purchase of 45 Glock Pistols: Police Chief Sean Fagan asked the Council to consider replacing the Police Department’s duty issued handguns, which are currently eight years old. Staff is recommending the purchase of forty-five pistols from Kiesler Police Supply, the sole supplier for the multi-state area. He informed the Council the current pistols would be sold to our police officers at $260, which was the trade in price from Kiesler Police Supply. The net difference would be $8,595.00. A motion was made by Meusch and seconded by Long to award the bid for the purchase of forty-five Glock pistols from Kiesler Police Supply. A voice vote on the motion showed eleven ayes, zero, nays, and one absent. Motion carried.

(D) Motion Authorizing the Purchase of a New 2018 Dodge Charger: Police Chief Sean Fagan reported that on September 25, 2017, one of the police officers was involved in an automobile accident and the 2016 Dodge charger vehicle was totalled. He said the insurance company reimbursed the City $19,964.50 for the vehicle. Chief Fagan reported the low bid for a 2018 Dodge Charger Police Interceptor was received from Lou Fusz.
VII. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(D) Motion Authorizing the Purchase of a New 2018 Dodge Charger (continued): Dodge, O’Fallon, Missouri for $23,126. He pointed out that in addition to the $23,126, the City would need to replace the push bumper and some of the lights for a total of $6,366.50. A motion was made by Williams and seconded by Long to authorize the purchase of a new 2018 Dodge Charger from Lou Fusz Dodge, O’Fallon, Missouri as outlined by Chief Fagan. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(E) Motion Awarding Bid for Skid Steer Loader: Public Works Director Steve Hargis requested permission to participate in the State bid through the Missouri Department of Transportation (MoDOT) for the planned replacement of a skid steer loader for $51,863.20. Staff plans to surplus the present loader through Purple Wave, an online auction company that specializes in construction equipment. A motion was made by Williams and seconded by Jordan to award the bid for a T650 Bobcat Compact Track Loader from Bobcat Company for $51,863.20 as set out in the agreement between the Missouri Highways and Transportation Commission and the Bobcat Company. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(F) Motion Awarding Bid for Project #359—Highway 72 Extension and; an Ordinance Authorizing the Mayor to Enter into an Agreement with Lehman Construction, LLC, for Same: Public Works Director Steve Hargis stated that staff received bids for the first phase of the Transportation Development District (TDD) project, the Highway 72 Extension. The engineer had estimated the project would cost $7.4 million. Mr. Hargis informed the Council that nine bids were received and the low bid was from Lehman Construction, LLC, California, MO for $5,297,096.56. A motion was made by Meusch and seconded by Morris to award the bid for Project #359—Route 72 Extension, for $5,297,096.56. A voice vote on the motion showed ten ayes, one nay, and one absent. Motion carried.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND LEHMAN CONSTRUCTION, LLC FOR PROJECT #359-HIGHWAY 72 EXTENSION.
VIII. CITIZEN COMMUNICATION

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

(1) Mr. Frank Furman, 403 Hutchinson, Rolla, Missouri, a member of the Friends of the Library, invited everyone to attend the Friends of the Library Book Sale. The sale is scheduled to be held from November 16 through November 18, 2017. Mr. Furman pointed out that all proceeds from the sale would go to the library.

(2) At the request of Mayor Magdits, Public Works Director Steve Hargis updated the Council on the construction at the library. Mr. Hargis reported the City is restoring the front of the library to what it looked like when it was first built. He noted the ramp was removed and new steps were poured. He pointed out the ramp did not meet ADA (American with Disabilities Act) requirements. Mr. Hargis explained the Children's Library provides an ADA compatible entrance to the Library.

(3) Mr. Rodney Bourne, 607 E. 5th Street, Rolla, Missouri, emphasized he is not addressing the Council as the RMU (Rolla Municipal Utilities) manager or representing RMU in any way. He commented he feels the Council is going in the right direction with regard to sewer rates and service availability fees. Mr. Bourne stated, however, he does not feel it is right that those individuals who live outside the city limits pay the same rate as City residents.

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Pine Street Closing: Councilman Morris asked if the City had addressed a street closing concern on Pine Street in conjunction with Christmas shopping.

City Administrator John Butz responded that in October the Council approved the street closing for the Christkindl Market.

Mr. Morris stated several businesses have asked if the City could adjust this because it restricts the patrons coming to their business.

Mr. Butz indicated staff is having conversations with those involved and are trying to amend the street closing.

NOVEMBER 6, 2017
IX. MAYOR/CITY COUNCIL COMMENTS (continued)

(B) Rolla Bulldog Football Team: Councilman Morris congratulated the Rolla Bulldog Football team for their district win.

(C) Rolla Soccer Team: Councilman Meusch also congratulated the Rolla Soccer Team for their district win.

X. COMMENTS FOR THE GOOD OF THE ORDER
None.

XI. CLOSED SESSION

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

The Council adjourned into Closed Session at approximately 8:18 p.m.

XII. CLOSED SESSION ACTION

The Council reconvened into Open Session at approximately 9:32 p.m.

City Counselor Lance Thurman reported that during Closed Session, the Council considered real estate and legal matters. No final action was taken.

XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 9:33 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR

NOVEMBER 6, 2017
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, NOVEMBER 20, 2017; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

Council Members in Attendance: Jonathan Hines, Monty Jordan, Matthew Miller, Kelly Long (arrived at 6:37 p.m.), Matthew Crowell, David Schott, Don Morris, John Meusch, Jim Williams, Brian Woolley, Steven Jung, and Walt Bowe

Council Members Absent: None.

Department Directors in Attendance: Interim Community Development Director Steve Flowers, Finance Director Steffanie Rogers, Public Works Director Steve Hargis, Police Chief Sean Fagan, Fire Chief Ron Smith, and Parks and Recreation Director Floyd Jernigan

Other City Officials in Attendance: City Administrator John Butz, City Planner James Shields, City Counselor Carolyn Buschjost, and City Clerk Carol Daniels

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

Councilman Jim Williams led in the Pledge of Allegiance.

I. PUBLIC HEARINGS

(A) Ordinance Annexing and Zoning a 42.06 Acre Parcel to Multi-Family District (R-3) (St. Maria’s): City Planner James Shields explained the subject request is to annex a 42.06 acre parcel located on the northeast boundary of the city limits about 250 feet north of the intersection of Liberty and McCutchen Drives. The applicant is St. Maria’s LLC and Mr. Mike Woessner is the registered agent of the LLC. Mr. Woessner is requesting the property be zoned to R-3 (Multi-Family District). Mr. Shields said the proposed subdivision would consist of vertically attached units up to four per lot, with a maximum of 228 units.

Councilman Long entered the meeting at approximately 6:37 p.m.

Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject-rezoning request.

NOVEMBER 20, 2017
I. PUBLIC HEARINGS (continued)

(A) Ordinance Annexing and Zoning a 42.06 Acre Parcel to Multi-Family District (R-3) (St. Maria's) (continued): Ms. Deborah Castle, 16800 State Route O, Rolla, Missouri, and managing member of Scott Family Investments, LLC, told the Council that her father Dr. Jim Scott along with Mr. Bill Brown developed Brownwood Estates condominium community, which is within 185 feet of the annexation request. Ms. Castle said she is not naïve to the cost and the challenge of subdivision development. She stated she applauds Mike Woessner for developing in Rolla and believes we should have respect for those willing to invest in our community. Ms. Castle pointed out development requires a lot of upfront money and it not without sizeable risk as evidenced by a number of developers who went under during the housing slump. She added Mr. Woessner is in the business so he is more aware than she is or probably anyone else in the room about what kinds of housing are needed in Rolla. For this reason, Ms. Castle stated she supports his request for multi-family zoning and his annexation request.

Ms. Castle continued by saying she understands Mr. Woessner plans to keep the street within his development private with a homeowners association taking over maintenance when the development is complete. She said she sees this as a formula for disaster. The only reason she can see to saddle homeowners with this liability is to save upfront money by building substandard streets. Streets not built with the proper base are a nightmare to maintain and asking homeowners or investors to come together and come up with the money for road maintenance is asking for problems. Ms. Castle indicated there are good reasons for requiring subdivisions to be built to City standards. City streets need to be sized and designed for fire trucks, emergency equipment to safely operate, and City streets need to be maintained adequately for safety. She respectfully requested the Council to ensure by their vote that City standards be required of all neighborhoods within the city limits.

Mr. Mike Woessner, 1703 North Bishop Avenue, Rolla, Missouri, told the Council that he and his wife purchased this property about two years ago. He said they currently have about 40 people on a waiting list to move into these complexes. Mr. Woessner noted it is a 42-acre development, 57 lots with restrictions, and a gated community. Regarding the comment about the streets, he said he would prefer they were city streets, but Public Works Director Steve Hargis has informed them that the fact it is a gated community makes it a private street. Mr. Woessner noted the proposed development agreements stipulate the streets will be constructed to City standards. He said he is leaning toward installing a concrete street to where the maintenance issue becomes a minute part of the
I. PUBLIC HEARINGS (continued)

(A) Ordinance Annexing and Zoning a 42.06 Acre Parcel to Multi-Family District (R-3) (St. Maria's) (continued): development. Mr. Woessner told the Council the development would include a clubhouse, dog park, nature area and postal area. Additionally, Mr. Woessner said they are requesting annexation into the city and a conditional R-3 (Multi-Family District) zoning per the development agreement. If the Council is not going to accept the development agreement and the annexation, Mr. Woessner encouraged the Council to turn them both down, since he said he would be unable to attend the next Council meeting, when the Council would consider the final reading of the proposed ordinances. He stated he needs them both and would not annex without the development agreement being approved.

No one else present addressed the Council concerning the subject annexation and zoning request. Mayor Magdits closed the public hearing.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: 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).

(B) Ordinance Rezoning 112 & 114 N. Spilman from Neighborhood Business District (C-1) to General Retail District (C-2) (Meyer): City Planner James Shields explained the applicant, Mr. Joshua H. Meyer, who has signed a real estate agreement for the purchase of the subject parcel, is requesting the rezoning of a 0.51 acre tract, located at 112 and 114 N. Spilman Avenue, from C-1 (Neighborhood Business District) to C-2 (General Retail District). The subject parcels are owned by the Winfred B. and Tina M. Eudaly Trust. Following the rezoning, Mr. Meyer plans to subdivide the property for a pre-owned vehicle lot.

Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject-rezoning request.

Ms. Sue Eudaly, stated she and her husband Mark reside at 400 Greenbriar and the subject property is part of the Bosco and Tina Eudaly Trust and the trust also owns 108 Spilman. Ms. Eudaly told the Council that Bosco and Tina Eudaly always felt this property should be zoned commercial. She asked the Council to consider rezoning the subject property.
I. PUBLIC HEARINGS (continued)

(B) Ordinance Rezoning 112 & 114 N. Spilman from Neighborhood Business District (C-1) to General Retail District (C-2) (Meyer) (continued):

No one else present addressed the Council. Mayor Magdits closed the public hearing.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE 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).

II. SPECIAL PRESENTATIONS

(A) Siemens Energy Performance Contract Wrap Up: Mr. Gerard Puleo, Account Representative with Siemens Industries introduced Mr. Jonathan Artsma and Mr. John Lambert, also with Siemens who summarized the savings report, which was delivered to the City a few weeks ago. Following their presentation, they entertained questions from the Council.

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 reported Fire Department personnel recently attended a Response Radiological Transportation Training class through the Missouri Department of Natural Resources (MoDNR). As part of the training, MoDNR agreed to provide the Fire Department with certain radiation equipment at no cost to the City. Chief Smith asked the Council to consider the final reading of the subject ordinance, which would authorize the Mayor to execute the agreement.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4378: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF...
III. OLD BUSINESS (continued)

(A) Ordinance Authorizing the Mayor to Execute an Agreement with the Missouri Department of Natural Resources for Certain Equipment (continued):  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. A motion was made by Williams and seconded by Meusch to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Schott, Meusch, Jordan, Williams, Hines, Jung, Woolley, Long, Bowe, Crowell, Morris, and Miller. Nays: None. Absent: None. Motion carried. The ordinance passed.

(B) Ordinances Adjusting Elected Officials Compensation: City Administrator John Butz stated he has noticed over the past several years that Rolla’s elected officials’ salaries have been lagging behind in the averages for Missouri cities of comparable size to Rolla. He clarified that no elected official has ever approached him about an increase. Mr. Butz noted the total budgeted impact as proposed would be $13,800, which is included in the budget. Mr. Butz noted he is also requesting that the word “prosecuting” be included in the city attorney title to avoid confusion with the city counselor.

Municipal Judge James Crump stated if the Council finds it is unwise to increase the salary, he requested they not do it. In conversations with City Attorney Brad Nekkernann, he said he knows he feels the same way. He said neither of them do the job to make a whole bunch of money. However, increasing the salary might make the positions more attractive. If there are any concerns, he suggested the Council just vote against it. Judge Crump told the Council that since the events in Ferguson, Missouri, the Supreme Court has generated ten new minimum operating standards for municipal judges. In those ten standards, there are 121 subsections. The good news is that other than about ten of them, no changes needed to be made in Rolla since we were already doing them. Where we had to make changes, there is now a certain amount of time within which a municipal judge has to see the defendant after they are arrested. Judge Crump explained this involves extra time for him and the court clerk.

1) Amend Sec. 2-69 Mayor: City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: 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.

NOVEMBER 20, 2017
III. OLD BUSINESS (continued)

(B) Ordinances Adjusting Elected Officials Compensation (continued):

2) Amend Sec. 2-12 City Council: City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. 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.

3) Amend Sec. 2-88 through 2-90 City Prosecuting Attorney: City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. AN ORDINANCE REPEALING SECTIONS 2-88, 2-89, AND 2-90 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING NEW SECTIONS 2-88, 2-89, AND 2-90 IN LIEU THEREOF PERTAINING TO THE COMPENSATION OF THE CITY PROSECUTING ATTORNEY.

4) Amend Sec. 2-135 Municipal Judge: City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. AN ORDINANCE REPEALING SECTION 2-135 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 2-135 IN LIEU THEREOF PERTAINING TO THE COMPENSATION OF THE MUNICIPAL JUDGE.

(C) Ordinance Setting Sewer User Rates: Public Works Director Steve Hargis asked the Council to consider the final reading of an ordinance that would increase sewer rates and introduces the concept of a service availability fee (SAF). The SAF would be set to cover the fixed costs in providing a collection system for all users in Rolla. All users would share in the cost equally, independent of how much water is used. Mr. Hargis pointed out the ordinance covers a four-year period and the SAF would be phased in over the next four years in three-dollar increments.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4379: 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. A motion was made by Morris...
III. OLD BUSINESS (continued)

(C) Ordinance Setting Sewer User Rates (continued): and seconded by Long to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Jung, Miller, Jordan, Hines, Woolley, Bowe, Crowell, Meusch, Long, Schott, and Morris. Nays; Williams. Absent; None. Motion carried. The ordinance passed.

(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 recalled the Council, during its last meeting, awarded the bid for Project #359 – Highway 72 Extension, to Lehman Construction for $5,297,096.56. Additionally, the Council conducted the first reading of the ordinance authorizing the mayor to enter into an agreement with Lehman Construction for the project. Mr. Hargis asked the Council to consider the final reading of the subject ordinance. He reported that today the Transportation Development District (TDD) Board agreed to pay for this project.

Mayor Magdits asked Mr. Hargis to update the Council on the railroad bridge permit.

Mr. Hargis said a right-of-way use agreement with the railroad would be necessary and will include an annual lease payment. He said he anticipates the annual cost to be somewhere around $1,200. To date, that documentation has not been received. Mr. Hargis said it might be necessary to hold up the notice to proceed with Lehman Construction if the agreement is not received soon.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title ORDINANCE NO. 4380: 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. A motion was made by Morris and seconded by Schott to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Miller, Bowe, Woolley, Hines, Jung, Meusch, Jordan, Morris, Long, Schott, and Crowell. Nays; Williams. Absent; None. Motion carried. The ordinance passed.
IV. NEW BUSINESS

(A) Ordinance Approving the Development Agreement with St. Maria’s LLC: City Planner James Shields explained the subject development agreement with St. Maria’s LLC is associated with the proposed development on the 42.06-acre parcel located approximately 250 feet north of the intersection of Liberty Drive and McCutchen Drive, subsequent to its annexation and zoning. He said the development agreement gives the applicant an opportunity to ensure the public that the annexed property will be developed at a density that is similar to the maximum density permitted in a single-family district. Mr. Shields pointed out the applicant is requesting a waiver of the in-lieu of parkland dedication fees.

After a lengthy discussion, a motion was made by Woolley and seconded by Schott to amend Section 2 of the subject Development Agreement and impose Section 42-27 of the Rolla City Code regarding the cash-in-lieu-of park dedication. A hand count on the motion showed eight ayes, four nays, and zero absent. Motion carried.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title, as amended by vote regarding the park dedication and instead requiring cash-in-lieu-of park dedication per Section 42-27. ORDINANCE: 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).

(B) Ordinance Approving the Resubdivision of 515 & 521 S. Bishop Ave., & 514 Ft. Wyman Road: City Planner James Shields told the Council the applicants, Robert B. and Judith Ryce Trust, have requested the reconfiguration of three lots located at the intersection of Fort Wyman Road and South Bishop Avenue (aka 515 and 521 S. Bishop Avenue and 514 Fort Wyman Road). He explained the applicant is proposing to use the minor subdivision process to adjust the boundary lines of the subject parcels to ensure the signs on the properties and future signs will conform to Rolla’s zoning ordinances. Additionally, Mr. Shields stated this subdivision process would allow an unrecognized subdivision to become recognized.
IV. NEW BUSINESS (continued)

(B) Ordinance Approving the Resubdivision of 515 & 521 S. Bishop Ave., & 514 Ft. Wyman Road (continued): City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: 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)

(C) Ordinance Reconfiguring & Consolidating Numerous Parcels on Ridgeview Road Between BNSF Railroad Right of Way & Spilman Ave.: City Planner James Shields noted the City of Rolla owns the subject parcels. The subdivision is being processed to create a right-of-way and to consolidate/reconfigure the parcels along this right-of-way in conjunction with the Route 72 extension.

Public Works Director Steve Hargis asked the Council to consider the first and final readings of the subject ordinance at this meeting, since the City is unable to close on the Wands property until the plat is approved.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4381: 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.). A motion was made by Morris and seconded by Jordan to suspend the rules and the ordinance be read for its final reading, by title. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried. Ms. Buschjost then read the following proposed ordinance for its final reading, by title. A motion was made by Jordan and seconded by Crowell to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Williams, Jordan, Jung, Schott, Woolley, Miller, Bowe, Crowell, Meusch, Long, Morris, and Hines. Nays: None. Absent: None. Motion carried. The ordinance passed.

(D) Ordinance Considering Participation in Show Me PACE: City Administrator John Butz indicated the next two items are related. He recalled that a few years ago, the Council had conversations with groups representing Show Me PACE (Property Assessed
IV. NEW BUSINESS (continued)

(D) Ordinance Considering Participation in Show Me PACE (continued): Clean Energy) program and the MCED (Missouri Clean Energy District). These programs provide a financing structure for residential or commercial properties for purposes of making/installing energy upgrades while placing the payment of the improvements over time as a lien on the property. Mr. Butz indicated the first ordinance is to consider joining Show Me PACE and the second ordinance is to join MCED PACE. This gives the public an opportunity to choose which program works better for them.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: 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.

(E) Ordinance Considering Participation in MCED PACE: City Administrator John Butz said this program is similar to Show Me PACE, considered previously, but with different fee structures and the way they are administered, but both, in essence, provide the same service.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: 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.

(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 noted the subject ordinance would authorize the Mayor to enter into an agreement with the Missouri Department of Transportation (MoDOT) to build a sidewalk from Kingshighway and Highway 63 to the new Highway 72 extension, along the entire length of the west side of Highway 63. He said MoDOT would be doing an overlay along Highway 63, from Interstate 44 through town and filling in the sidewalk gaps. Mr. Hargis added the Move Rolla Transportation Development District will fund the construction.
(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 (continued): City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title.

ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR SIDEWALK CONSTRUCTION ALONG ROUTE 63 FROM JUST EAST OF KINGSHIGHWAY TO ROUTE 72.

V. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Vehicle Bids for Street, Parks and Wastewater Departments:

1) Wastewater – 2017 Standard Cab ¾ Ton: Public Works Director Steve Hargis noted this vehicle was a planned purchase. Staff plans to surplus the existing pickup through GovDeals.com. A motion was made by Hines and seconded by Long to award the bid for a 2017 Standard Cab ¾-ton pickup with eight-foot bed to Capitol Dodge, Jefferson City, Missouri for $25,410. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

2) Wastewater – 2017 Crew Cab: Public Works Director Steve Hargis stated this vehicle was a planned replacement. This vehicle was upsized from a standard cab to a crew cab to accommodate the number of employees attending out of town trainings. Staff plans to surplus the existing vehicle through GovDeals.com. A motion was made by Hines and seconded by Long to award the bid for a 2017 Crew Cab ¾-ton pickup with eight-foot bed to Capitol Dodge of Jefferson City, Missouri, for $28,618.00. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

3) Parks - 2017 Crew Cab - ¾ Ton: Public Works Director Steve Hargis noted this vehicle is a planned replacement and the existing unit would be surplused on GovDeals.com. A motion was made by Hines and seconded by Long to award the bid for a 2017 Crew Cab ¾-ton pickup with six-foot bed to Capitol Dodge, Jefferson City, Missouri for $28,618.00. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

NOVEMBER 20, 2017
V. CLAIMS and/or FISCAL TRANSACTIONS (continued)

(A) Motion Awarding Vehicle Bids for Street, Parks and Wastewater Departments:

4) Parks — 2017 17,500 GVWR with Dump (continued): Public Works Director Steve Hargis noted this item is a planned replacement and the existing unit would be surplused through GovDeals.com. A motion was made by Long and seconded by Crowell to award the bid for a 2017, 17,500 GVWR four-wheel drive, dual rear wheels with dump bed to Capitol Dodge, Jefferson City, Missouri, for $49,980.00. A voice vote on the motion showed twelve ayes, zero nays, and zero absent. Motion carried.

5) Street — 2017 15 Passenger Van: Public Works Director Steve Hargis explained this vehicle is for the prison crew and was not a planned replacement. However, a pickup truck had instead been included in the budget. Mr. Hargis said there are several pickups in the Street Department and if one breaks down, another one would probably be available in the interim. However, there is only one van and when it is unavailable, the prison crew is unable to work and staff is concerned the current van will not make it another year. Mr. Hargis noted the existing unit would be surplused through GovDeals.com. A motion was made by Hines and seconded by Long to award the bid for a 2017, 15-passenger van to Lou Fusz Chevrolet, St. Peters, Missouri for $28,040. A voice vote on the motion showed eleven ayes, one nay, and zero absent. Motion carried.

VI. MAYOR/CITY COUNCIL COMMENTS

(A) Proposed Zoning Changes on Website: Councilman Crowell asked if there was any update on the posting of proposed zoning changes on the website.

City Administrator John Butz said City Planner James Shields is doing some research to determine the best route to use.

VII. CITIZEN COMMUNICATION

(A) Open Citizen Communication: Mayor Magdits opened the floor to any citizen wishing to address the Council. No one present responded.

NOVEMBER 20, 2017
VIII. COMMENTS FOR THE GOOD OF THE ORDER

(A) Small Business Week Ceremony: Mayor Magdits announced the Small Business Week ceremony would be held at 10 a.m., Tuesday, November 21, 2017, at Seventh and Pine Streets. A brief ceremony would be held to bring attention to small businesses and the importance of small business in Rolla, Missouri.

IX. CLOSED SESSION

None.

X. ADJOURNMENT

Having no further business, the meeting adjourned at 9:13 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK.  MAYOR
2017
Fiscal Year 4th Quarter Report

Rolla Municipal Utilities
Provided to Rolla City Council
December 4, 2017
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STATEMENT BY THE
BOARD OF PUBLIC WORKS

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

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

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

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

Beginning immediately, $1000.00 per month from
the profits will be paid to the General Fund of the
City of Rolla, which is to replace the Franchise Tax
formerly paid by the Missouri General Utilities.

No merchandise will be sold in competition with
local merchants.

No repair service will be maintained in competi-
tion with local Electric Service men.

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

Rolla Board of Public Works

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

OPERATING INCOME and EXPENSES

<table>
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<th>4th Quarter FYTD 2016</th>
<th>4th Quarter FYTD 2017</th>
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<td>OPERATING REVENUES</td>
<td>$30,286,681</td>
<td>$29,239,187</td>
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<td>OPERATING EXPENSES</td>
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<td>($29,084,019)</td>
<td>($721,828)</td>
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<td>OPERATING INCOME</td>
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<td>($325,666)</td>
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<tr>
<td>NET INCOME</td>
<td>$2,203,935</td>
<td>$677,197</td>
<td>($1,526,738)</td>
</tr>
</tbody>
</table>

Upon completion of the fourth quarter of FY 2017, Operating Revenues are down $1,047,494 as compared to last year. Operating Expenses are down $721,828 for the same period resulting in an Operating Income of $155,168, which is down $325,666. When combined with miscellaneous income and expenses, RMU experienced a Net income of $677,197 which is down $1,526,738 as compared to the fourth quarter of FY2016.
STATUS OF PENDING PROJECTS

ELECTRIC DEPARTMENT

• ELECTRICAL EXTENSIONS/UPGRADES
  o Missouri Highway Patrol Troop I Headquarters – Directional bore for new primary, riser pole, and new service with three-phase underground to new padmount transformer. Started, November 17, 2016. Ongoing.
  o 12kV Distribution System Connection between Old St. James Road and Nagagomi Substation north of I-44 – Conversion of 4kV electric distribution system to 12kV distribution plus new 12kV distribution system. Started, February 23, 2017. Ongoing.


Oak Pointe of Rolla (Clearpath Assisted Living, Lions Club Drive) – Underground extension of 12kV distribution system to service new development. Started, August 21, 2017. Ongoing.


Transformer testing – Collection of samples for annual testing of oil in substation transformers. Started and completed, October 19, 2017.

**ELECTRIC GENERATION**

Capacity test – Bi-annual test of all generating units for MoPEP capacity credits. Output achieved was 32.1 MW. Performed July 19, 2017.


**WATER DEPARTMENT**

**WATER MAIN INSTALLATION**


Water Service Line replacement – Replaced service lines at Holt Avenue, Lauren Court, Allyson Court, Timber Creek Road, Condo Drive, Huntleigh Drive, Inverness Drive and Overland Drive. Work performed by MB Construction. Started, July 5, 2017. Completed, August 18, 2017.


Water meter conversion to radio reads – Routes 1,2,15,23,41, and 43. Started, May 16, 2017. Completed routes 1, 23, and 41.

Meriweather Court – Replaced 6” and 8” water main with 8” PVC. Started, October 13, 2017. Ongoing.

Westside Marketplace – Abandonment of 12” water main parallel to Old Wire Road. Started and completed, October 2, 2017.

The ALF and Cottage’s at Parkside Assisted Living – Connected new water main installed by developer to previously existing water main. Started and completed, October 2, 2017.

RMU Well #12, pump control system – Replaced motor starter and upgraded ancillary components, including installation of a PLC and flow control switch. October, 2017.

- 10 WATER TAPS
- 4 FIRE HYDRANTS

FIBER/SCADA

Settings for operation of electric substation breakers – Operations staff has updated list of settings for all breakers. Staff has reviewed settings to fine tune when and how breakers are expected to operate. RMU staff has started making field updates.

Controllers for voltage regulators – Upgraded controllers installed in late 2015 have been experiencing operational issues that RMU staff is continuing to work with manufacturer to resolve.

MISCELLANEOUS

RMU Service Department remodel – Construction is continuing to progress. Started, March 20, 2017. Complete.

Street Repairs for RMU water projects –
- August 1, 2017 – 2,987 square feet at a cost of $7,467.50
- September 12, 2017 – 10th Street; 1,383 square feet at a cost of $3,802: Old St. James Road; 5,787 square feet at a cost of $17,490 with 92 tons at a cost of $26,395: Sally Road; 6,402 square feet at a cost of $20,886.
- September 28, 2017 – 10th Street; 738 square feet at a cost of $1,860.
- October 18, 2017 – 3,420 square feet at a cost of $8,168.

TRAINING/PERSONNEL

Missouri Public Utility Alliance (MPUA) Apprentice Lineman Training Program; Kansas City, MO – Bucket and Digger Truck School September 5-7, 2017 with one employee attending. Two day URD Splicing and Terminations held September 20-21, 2017 with two employees attending.

University of Arkansas Electric Meter School – Held October 2-5, 2017 with one employee attending.

LAGERS annual meeting held at Osage Beach, MO on October 19-20, 2017 with three employees attending.

Building a Business Case for UAS (Drones) – APPA DEED webinar held October 18, 2017 with three employees attending.

Wireless Pole Attachments and other New Infrastructure Developments Affecting Public Power Pole Owners – APPA webinar held October 19, 2017 with one employee attending.
PRESENTATIONS

- RMU and water resources presentation to Kaleidoscope Discovery Center on September 23, 2017 with Operations Manager, Chad Davis presenting.
- Classroom presentation and field visit to RMU well and tower site for MO S&T water resources class on September 25, 2017 with Staff Engineer, Vicki Cason presenting.

MPUA/MoPEP UPDATES

- The MoPEP Working Group on Rates and Resource Planning met on August 10, 2017 with discussions concerning the future need for replacement power for the expiring Dynegy Coal contract which expires in 2021. Also, discussed were adding combined cycle, wind and solar to the portfolio and the impacts on the load curves and existing resources. Specifically Dogwood generating facilities and wind energy out of Western Kansas.
- The Grain Belt case was denied by the Missouri Public Service Commission but is under appeal. The Grain Belt parties have hired former Governor Nixon to represent as Co-Counsel in the appeal process which could take around a year or more to resolve. Discussions will continue for other resource options and their performance and the impact on MoPEP.
- A community solar retail product was also discussed and recommendation to develop a program to implement. This may not replace rooftop solar as an option, but has merit in providing renewable energy to RMU customers.
- Great Plain Energy attempted a merger last year with Westar Energy which was denied by the Kansas City Public Commission. Great Plains Energy is planning to resubmit a merger plan. RMU's interest in the merger is to follow any impacts as related to the MoPEP agreement for power from KCPL facilities, notably the MoPEP piece of Iatan 2.
- The power cost outlook is forecasted to remain steady through 2018. Natural gas cost is historically low, which helps with the wholesale power cost.
- MoPEP is purchasing another 50MW within the Dogwood facility. MoPEP does not need the capacity today and is contracting with the MMMPEP group to take the energy for a 5 year period.
- Rolla will be part of the community solar working group within the MoPEP Group. Rolla, Lebanon and Hermann will be involved in marketing the solar energy to customers within our communities.
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**City of Rolla Missouri Police**

**October 2017**

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## ANIMAL CONTROL MONTHLY TOTALS

### October 2017

### ANIMALS IMPOUNDED

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### ANIMAL DISPOSITION

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**Finance Dept:** 11/28/2017
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<td>$ 34,309.86</td>
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<td>$ 16,428.96</td>
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| MAINTENANCE |          |          |           |            |            |            |                  |
| Revenue     | $ 3,478.98 | $ 615.99 | $ 3,012.92 | $ 3,009.11 | ($566.00)  | $ 1,068.67 | ($20,000.00)    |
| Reimbursement |          |          |           |            |            |            | $10,911.33      |

| Expenses    |          |          |           |            |            |            |                  |
| Personnel   | $ 25,238.33 | $ 24,891.70 | $ 22,738.34 | $ 21,756.56 | $ 12,876.12 | $ 15,147.14 | $ 217,662.86    |
| Supplies    | $ 2,849.09  | $ 289.13  | $ 1,558.65  | $ 1,495.67  | $ 1,746.09  | $ 1,900.73  | $ 16,450.00     |
| Services    | $ 2,105.00  | $ 299.96  | $ 425.00    | $ 350.00    | $ 550.90    | $ 1,350.00 | $ 16,500.00     |
| Maintenance | $ 1,685.39  | $ 1,520.38 | $ 361.72    | $ 653.68    | $ 13.99     | $ 2,477.36 | $ 9,282.62      |
| **Total Expenses** | $ 32,788.71 | $ 26,949.17 | $ 24,881.91 | $ 24,354.81 | $ 15,322.07 | $ 19,918.23 | $ 209,214.75    |

| Total Operating Revenues | $ 65,993.60 | $ 95,497.16 | $ 91,714.58 | $ 125,136.55 | $ 74,318.16 | $ 70,553.77 | $ 1,119,117.60 |
| Total Operating Expenses | $ 141,451.47 | $ 215,813.52 | $ 125,714.06 | $ 105,045.49 | $ 73,129.76 | $ 79,462.06 | $ 1,906,516.00 |

| OPERATING REVENUES OVER EXPENSES | ($44,457.87) | ($120,118.38) | ($34,969.48) | ($19,591.06) | ($1,188.84) | ($8,908.49) | ($886,408.00) |

- Operating %  96%  44%  72%  119%  101.63%  82.29%  62%  82%  62%  0.98  62%  82%
- Operating %  94%  44%  74%  119%  102.71%  87.77%  62%  62%  62%  0.87  62%  62%

| OTHER REVENUES |          |          |           |            |            |            |                  |
| Sales Tax     | $ 233.14  | $ 111.61 | ($363.57) | $ 57.17    | $ -        | $ -        | $ -             |
| Interest Incomes | $ 1,038.67 | $ 461.70 | $ 1,472.20 | $ 1,523.06 | $ 1,178.75 | $ 16,811.25 |
| Miscellaneous | $ 637.30  | ($3,780.00) | ($205.00) | $ 30.00    | $ -        | $ -        | $ -             |
| Sale of property | $ -       | $ -     | $ -       | $ -        | $ -        | $ -        | $ -             |
| Contribution to General Fund | $ - | - | ($15,975.00) | - | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 |
| **TOTAL OTHER REVENUES:** | $ 1,688.31 | ($4,130.18) | ($15,071.37) | ($87.17) | $ 1,023.06 | $ 1,178.75 | ($3,428.73) |

| CAPITAL EXPENSES |          |          |           |            |            |            |                  |
| Equipment     | $ 1,785.97 | $ 2,779.99 | $ 20,828.90 | $ 59.99    | $ 1,488.36 | $ 327.35  | $ 37,172.65    |
| Lease Purchases | $ -       | $ -     | $ 2,778.76 | $ 2,778.76 | $ 3,054.29 | $ 39,178.75 | $ 37,172.65    |
| Vehcles       | $ -       | $ -     | $ -       | $ -        | $ -        | $ -        | $ -             |
| Building & Grounds | $ 4,228.37 | $ 5,778.84 | $ 2,545.44 | $ 674.82  | $ 103.62  | $ 1,802.38 | $ 57,260.00   |
| **TOTAL CAPITAL EXPENSES:** | $ 11,914.22 | $ 21,287.19 | $ 23,374.34 | $ 3,813.67 | $ 4,247.14 | $ 3,675.26 | $ 34,440.83 |

- Total Revenues (Operating + other) | $ 94,602.57 | $ 91,286.98 | $ 76,643.21 | $ 125,223.72 | $ 75,841.22 | $ 71,332.32 |  $ 1,065,769.13 |
| Total Revenues (Operating + capital) | $ 122,265.99 | $ 150,528.93 | $ 150,088.40 | $ 105,545.49 | $ 73,129.76 | $ 79,462.06 | $ 1,906,516.00 |
| **TOTAL REVENUES OVER EXPENSES:** | ($4,662.72) | ($135,514.23) | ($73,446.19) | $ 16,164.86 | ($1,335.86) | ($11,706.00) | ($336,612.84) |
|------------------------|----------|----------|------------|------------|--------|--------|
| PARKS FINANCIAL ANALYSIS UNAUDITED |          |          |            |            |        |        |
| ADMIN                  |          |          |            |            |        |        |
| Revenue                | $0       | $0       | $0         | $0         | $0     | $0     |
| Reimburse/Donation     | $7,891   | $9,568   | $8,742     | $9,411     | $4,303 | $6,558 |
| Sale of Property       | $0       | $0       | $0         | $0         | $0     | $0     |
| Total Revenue          | $0       | $0       | $0         | $0         | $0     | $0     |
| MAINTENANCE            |          |          |            |            |        |        |
| Revenue                | $0       | $0       | $0         | $0         | $0     | $0     |
| Reimburse/Donation     | $725     | $1,396   | $642       | $1,020     | $0     | $0     |
| Rental喙                | $1,600   | $2,300   | $500       | $1,400     | $1,404 | $1,248 |
| Misc                    | $0       | $0       | $0         | $0         | $0     | $0     |
| Total Revenue          | $1,825   | $2,896   | $599       | $1,844     | $1,404 | $1,248 |
| Expense                |          |          |            |            |        |        |
| Personnel              | $4,200   | $4,647   | $4,222     | $3,049     | $2,205 | $2,688 |
| Supplies               | $633     | $0       | $0         | $0         | $155   | $15    |
| Services               | $1,038   | $1,174   | $716       | $210       | $302   | $224   |
| Maintenance            | $700     | $50      | $45        | $151       | $21    | $183   |
| Total Expenses         | $6,089   | $5,871   | $4,982     | $4,010     | $2,863 | $2,311 |
| PARKS                  |          |          |            |            |        |        |
| Revenue                | $43,095  | $45,529  | $38,416    | $38,849    | $22,737 | $24,189 |
| Charges for Service    | $45      | $105     | $45        | $225       | $3,447 | $2,400 |
| Cemetery Burial Fees   | $690     | $2,430   | $880       | $1,190     | $532   | $324   |
| Reimburse/Donation     | $890     | $4,050   | $333       | $10,927    | $443   | $918   |
| Pavilion Reservation   | $4,410   | $0       | $0         | $0         | $0     | $0     |
| Misc                    | $0       | $0       | $230       | $180       | $230   | $180   |
| Total Revenue          | $56,690  | $56,782  | $51,026    | $46,866    | $29,837 | $31,790 |
| SPALSHZONE             |          |          |            |            |        |        |
| Revenue                | $0       | $0       | $0         | $0         | $0     | $0     |
| Reimburse/Donation/Programs |      |          |            |            |        |        |
| Revenue                | $8,007   | $8,007   | $8,007     | $8,007     | $8,007 | $8,007 |
| Supplies               | $0       | $0       | $0         | $0         | $0     | $0     |
| Services               | $2,137   | $2,197   | $213       | $213       | $213   | $213   |
| Maintenance            | $2,781   | $1,536   | $1,707     | $62        | $272   | $57    |
| Total Revenue          | $11,127  | $11,346  | $9,988     | $2,498     | $418   | $0     |
| Expense                |          |          |            |            |        |        |
| Personnel              | $16,029  | $16,317  | $5,253     | $5,247     | $1,069 | $731   |
| Supplies               | $6,807   | $7,672   | $3,839     | $5,453     | $395   | $417   |
| Services               | $2,137   | $2,197   | $213       | $213       | $213   | $213   |
| Maintenance            | $2,781   | $1,536   | $1,707     | $62        | $272   | $57    |
| Total Expenses         | $27,630  | $28,666  | $10,998    | $10,823    | $3,110 | $2,951 |
## PARKS FINANCIAL ANALYSIS UNAUDITED

### DESCRIPTION
- **OUTDOOR REC**
  - Revenue
  - Reimbursement/Donation
  - Recreation Program Fees
  - Resale
  - Battleground Fees
  - Batting Cage Income
  - Misc. Income
  - Concessions
- **Expense**
  - Personnel
  - Supplies
  - Services
  - Maintenance
- **TAXES**
  - Real Estate Taxes
  - Penalty & Interest-Taxes
  - Parks Sales Tax
- **MISC**
  - Reimbursements
  - Transfer To/From Cemetery
  - Transfer To/From General Fund
  - Interest Income
  - Sale of Property
  - Lease purchase revenue
  - Misc.
- **CAPITAL EXPENSES**
  - Lease purchases
  - Equipment
  - Vehicle
  - Building & Grounds
  - Major Park Improvements
- **Operating Revenues**
- **Operating Expenses**
- **Total Revenues (operating + other)**
- **Total Expenses (operating + capital)**
- **TOTAL REVENUES OVER EXPENSES**

###比較

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### 注
- 未提供详细页码信息。
Health & Recreation Center Board
Meeting Minutes

August 16, 2017
The Centre – Conference Room

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

1. Call to Order
2. Approval of Minutes - Approved
3. Directors Report
   a. Financials
      • Roller Derby at the Centre
         o $1,000 Revenue
         o Additional event in October
         o 1 complaint – Customer wanted to use the Gym
         o Will only need 1 staffer for future events
         o No damage to the floor
         o No liability issues, insurance, additional insured
      • Silver Sneakers and Healthy Contributions
         o Area outreach continues to increase memberships
            a. S&T Retirees
            b. Retired School Teachers
            c. Leisure Lutherans
            d. Press Releases
            e. Fun Times
            f. Silver Eagles has 400+ contacts
            g. Church groups
            h. Senior living residences
         o Currently losing money
      • Aquatics
         o New Glide Fit Class shared with Splash Zone
         o New Evening Water Fitness Class (Centre Class)
         o Hosted S&T Summer Camp
            a. Met with S&T to discuss future opportunities
         o First Rolla Swim Meet at The Centre in 15 years
      • Fitness
         o Fitness Manager Position
            a. 20 have applied – many qualified candidates- 4 internal
            b. Email and phone interviews
c. Narrow to 3-6 candidates and begin interviews

- Guest Services
  - Customer Service and Sales Manager
    - 40 have applied
    - 3-6 viable candidates
  - 300 new members would increase revenue by $100,000
  - We need someone who will be working in the community to increase memberships, boost facility rentals, promote recreation programs and interact with current members
  - The right person will pay for themselves
  - Unanimous motion by the Recreation Advisory Board to add a full-time sales professional to the 2017/2018 City of Rolla budget.

4. Financials/Metrics
   a. At our current rate the reserve fund will be depleted in approximately 3 years
   b. Revenue for June was not fully posted in InCode until after July 19
   c. Total revenue needs to increase by $300,000 per year
   d. Revenue is down $20,000 YTD
   e. Recreation programs account for our greatest loss followed by facility reservations
   f. We are up around 600 members – why doesn’t this reflect in revenue? (growth is in lowest revenue areas - 206 are City of Rolla employees and their memberships are paid based on attendance – 68 more are Silver Sneakers and they are paid based on attendance, 13 are agency passes, 363 are value passes)
      Annual adult pass (our highest revenue pass is down 65 members)
   g. Expenses are down $80,000 from prior year
   h. Charges for services are $100,000 over budget to date (insurance difference)
   i. It is often overlooked that The Centre contributes $67-72K quarterly to the general fund
   j. "Time is wasted every month asking about the financial data"
      - RecTrac numbers vs. Finance (InCode) numbers
        - End of month/year processes had not been done in RecTrac
        - Contact RecTrac to verify reports
      - Need more auditable procedures (all rates continue to be verified)
      - Timely and accurate financial data should come through the Finance Dept
      - Unanimous motion by the Recreation Advisory Board to add a full-time Bookkeeper or Accountant to the 2017/2018 City of Rolla budget.

5. Old Business
a. Marketing Plan
   • Version 3 of the Centre marketing plan will detail specific tasks (and will have input from new sales manager)

6. New Business
   a. Towel Service
      • Discontinue fitness floor towel service October 1, 2017
         o Green initiative
         o $30,000 annual savings
         o Water, utilities, machines and detergent
   b. Personal Training Rates
      • Recreation Advisory Board recommends a 10% (more or less) increase to all training packages
      • Increases will go into effect October 1, 2017
   c. Personnel
      • Personal Trainers
         o Unanimous motion by the Recreation Advisory Board that we increase to two full-time personal trainers.
      • Combine Fitness Attendant and Front Desk Attendant
         o We receive a high mark for cleanliness – will monitor any changes
      • Janitorial Staff – The Centre
         o Currently being used at Eugene Northern, police station (backup), city hall (backup) and library
   d. Equipment
      • Money has been approved in the budget to replace elliptical machines as necessary
      • $15,000 has been approved to replace the pool’s sand filters with glass (sand recommended to be replaced every 2-3 years, overdue)
      • Money is in the budget to replace the Centre’s main copier/scanner/fax machine
   e. Future budget items that must be planned for – Each item listed below comes with a 6 figure cost ($100,000 plus) except for Pool Pac
      • HVAC R22 retrofit (R22 being phased out nationally)
      • Roof
      • Lighting conversion (fluorescents old technology and being phased out)
      • Slide in the Natatorium
      • Pool resurfacing
      • Pool Pac
7. Recreation Advisory Board does not approve the budget as it stands relating to the previous motions listed
   a. Hire a Bookkeeper or Accountant to provide timely and accurate financial reports
   b. Hire a Sales Professional to increase sales in all areas
   • We can’t cut our way to prosperity

Adjournment: Meeting adjourned at 8:45pm

Janet Mich, Recreation Specialist – Guest Services, prepared the minutes
## Management Report
### FISCAL YEAR 2018

### October 2017

#### BUILDING PERMITS ISSUED

<table>
<thead>
<tr>
<th>PERMITS ISSUED</th>
<th>OCTOBER FY 2018</th>
<th>OCTOBER FY 2017</th>
<th>YTD FY 2018</th>
<th>YTD FY 2017</th>
<th>∆ CHANGE FY 17 - FY 18</th>
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<td>Single Fam Detached</td>
<td>20 $ 347,366</td>
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<td>1 $ 347,366</td>
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<td>Single Family Attached</td>
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<td>Duplexes</td>
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<td>3-or-4 family</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>5-or-more family</td>
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<td>Hotels, Motels</td>
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<td>Other nonhousekeeping shelter</td>
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<td>Amusement, social, recreational</td>
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<td>Churches, other religious</td>
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<td>Parking garages</td>
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<td>Towers, antennas</td>
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<td>Signs, attached and detached</td>
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<td>2 $ 1,198 150.0% 4006.8%</td>
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<td>Demolition, single family</td>
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<tr>
<td>Demolition, 5-or-more family</td>
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<td>Demolition, all other</td>
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#### INSPECTIONS PERFORMED

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<th>OCTOBER FY 2017</th>
<th>YTD FY 2018</th>
<th>YTD FY 2017</th>
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MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY, NOVEMBER 14, 2017 5:30 P.M.

Presiding: Don Brown, Chairperson
Commission Members Present: Robert Anderson, Bill Lindgren, Janece Martin, Matt Miller, Russell Schmidt, and Monte Shields
Commission Members Absent: Jack Morris, and Steven Shields
City Officials in Attendance: Community Development Director Steve Flowers and City Planner James Shields

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

I. APPROVAL OF MINUTES: The October 10, 2017 minutes were then approved.

II. REPORT ON RECENT CITY COUNCIL ACTIONS:

1. A request to rezone the 0.19-acre parcel that is located in the city of Rolla, Phelps County, Missouri, at 601 North Elm Street, from the Heavy Manufacturing District (M-2) to the Center City District (CC). City Council approved the final reading on November 6, 2017.

   (G.R.A.C.E.)

2. A request to rezone the 6.94-acre tract of land that is comprised of portions of the three parcels identified with the Phelps County Assessor’s account numbers of 9668, 8024, and 8025, from the Single-Family District (R-1) to the Rural Residential District (R-R). City Council approved the final reading on November 6, 2017.

   (Rolla)

3. A request to adjust the boundary lines of the parcels that are known as 2409 and 2419 North Bishop Avenue through the subdivision process. City Council approved the final reading on November 6, 2017.

   (RCP)

III. PUBLIC HEARING:

1. A request to annex the 42.06-acre parcel identified with the Phelps County Assessor’s Account Number of 12081, to simultaneously designate the zoning of said parcel as Multi-Family District (R-3), to amend the Future Land Use Map

   IV. H. 1.
Designation of the Parcel to Low/Medium Density, and to approve a development agreement for the subsequent development proposed to occur on said parcel.

(St. Maria’s)

James Shields explained that this annexation takes place outside the Northeast boundary of the City limits; approximately 250’ north of the intersection of Liberty Dr. and McCutchen Dr. The applicant is St. Maria’s LLC and the registered agent is Mike Woessner. There are three ordinances that are being requested. The first being the annexation of the subject parcel and an amendment to the official zoning map to designate the subject parcel as Multi-Family District (R-3). The second is to amend the Future Land Use Map (FLUM) to designate the subject parcel as Low/Medium Density. The third is to approve the associated development agreement for the proposed development that is to occur on this annexed property.

Mr. Shields began by saying it is approximately a 42 acre lot. It is going to be a 57 lot residential subdivision with vertically attached units up to four per lot with a maximum of 228 units. It’s a low density development. The gross density is 5.4 units per acre (number of units divided by the whole 42 acres). Net density is the number of units divided by the acreage of the residential lots. This should be approximately 7 to 8 units per acre; which is close to the R-1 maximum of 7 units per acre.

Mr. Shields continued by explaining the amenities will include a dog park and a club house. It will be a gated community. The roads will be private with 26’ streets and parking on one side. They will be maintained by the Property Owners Association once 50% of the lots are sold. The buildings will be limited to two stories with brick or stone facades on fronts and sides with mandated garages for all units.

There were some initial meetings where the project was introduced and the number of lots and units were to be limited. It was concluded that and annexation with R-3 zoning would be needed and a development agreement would be the best way to associate density limitations to the R-3 zoning. The Public Works Department initially drafted the development agreement and sent it to the Community Development Department. The Community Development Department made suggestions in particular with the Property Owners Association and access to government emergency personnel. A public presentation was done by the developer. Approximately 60 of the neighboring property owners were invited to a presentation with a question and answer session. Close to 10 neighbors were at the meeting. There were questions about various aspects of the development; including the nature of the development, storm water management, fencing, landscaping and comments that expressed gratitude for sewer improvements.

All requested provisions to be added to the agreement were addressed at the DRC meeting. The City and the applicant agreed to the draft of the agreement. Only the
questionable waiver for park land in lieu of fees was left undecided. After further analysis it was discovered that a FLUM amendment would be needed with R-3 zoning.

The urban growth area delineates the continuous land that lays outside of Rolla's 2005 City Limits. It reflects the additional space that may be needed to accommodate population growth in future development trends. It represents the area in which urban scale growth will be encouraged based on physical characteristics. In the Comprehensive Plan Rolla 2020 it was projected that at least 1,000 acres would need to be annexed by 2015. We have grown about 286 acres since 2005. One acre of that growth is zoned R-3. In total through re-zoning we have gone from 391 acres of R-3 zoning to 454 acres. According to state law there are two criteria for annexation. The first one being “Is the annexation reasonable and necessary to the proper development of the City”? The second is “Does the City have the ability to furnish normal municipal services to the area to be annexed within a reasonable time”? Rolla Municipal Utilities (RMU) and all other City departments have indicated that the second criterion has been met. In regards to the first criterion the subject parcel is within the UGA. Rolla has not met its annexation goals in the amount of acres annexed and deficit of R-3 zoned land outlined in Rolla 2020. There is a deficit of 181 acres.

Less than 400’ to the northwest is a condominium development. The Brownwood Estates is a 20 acre condominium development. It is zoned R-3. There is Medium/High Density Residential to the north and northwest, and Low/Medium Density Residential also to the north and northwest. There is vacant land to the west and all Single Family Low Density Residential to the south. There is R-2 almost adjacent to the development to the southwest.

When it was first designated Low Density Residential everything outside the City limits was given a FLUM designation based on development patterns. The more appropriate FLUM designation for the development proposed to occur on the subject parcel is the FLUM category of Low/Medium Density as opposed to the Low Density Residential as it is now. Because this category allows for Multi-Family units; net densities of up to 10 units per acre and gross densities of up to 10 units per acre. The Low Density FLUM category does not allow for development with these characteristics. By amending the FLUM to be compatible with an R-3 zoning designation the zoning of said parcel to R-3 is aligned with the intent of Rolla 2020. While the gross density of the proposed development is below the 7 units per acre maximum density of a Single Family District the net density of the residential district is a little more than 7 units per acre. Attached units of three or more are not allowed in the Single Family District or the Two Family District. The R-3 Multi-Family District would be the least intense zoning district that would allow for such a type of building in such net density.

There are a number of land uses created in R-3 that are not allowed in R-1, such as private parking areas, private schools, academies, and boarding, rooming and
lodging houses. However, the development agreement ensures the subject property will only be used as low density residential subdivision. It is no different than the current uses located on adjacent and nearby properties.

Another criterion that is taken into consideration when changing the zoning district on any piece of land is the impact on pedestrian and vehicular traffic. At full buildout lots of four units dwellings would produce about 1,366 trips per day. McCutchen Dr. currently handles about 1,175 trips per day and it is able to handle up to 6,000 trips per day. The additional traffic produced by the proposed development can be handled by the existing infrastructure. In anticipation of the increased traffic the Public Works Department will design and implement a roundabout. The developer is contributing over $40,000 for the City of Rolla to improve McCutchen Dr. These improvements will include installation of sidewalks, curbs, and gutters.

Russ Schmidt asked who is responsible for the utilities. Mr. Shields responded street lights will not be provided, but the developer has indicated there will be a private rule mandating all buildings must keep front porch lights on from dusk to dawn. While the City will provide trash pickup for individual carts the enforcement of the cart pull back rule will be the Home Owners Association. The City will provide sewer and electricity. The streets are private so the Home Owners Association will take care of those.

Bill Lindgren asked if the development would be individual owned condominiums or rental property. Mr. Shields answered each lot will have a single owner, but there may be up to four units per lot. The owner could rent out up to three other units. Mr. Schmidt asked if the owner builds the structure or does the developer build it. Mr. Shields said the developer is only selling the lots and the owner builds the building.

Janice Martin asked about the section on the park land in lieu of fees implying a waiver request from the applicant. She asked if it was part of the process to grant that. Mr. Shields said he was not sure if they wanted to recommend to the City Council whether or not it should be waived. Don Brown said that was to be determined later.

Chairperson Brown officially opened the public hearing.

Mike Woessner
1703 N. Bishop
Rolla, MO 65401

Mr. Woessner said he and his wife bought the property two years ago with the intention of doing a development similar to this. Currently at Wellington and Kensington they have a waiting list that has topped 40 couples. People do not move from these types of homes very often. There is a greater need in the community for
that type of housing. There is also a growing list of middle age people living in nice homes who no longer want to take care of a big house and yard work. They are interested in buying a lot and building a duplex where they can live in one half and rent out the other half. In addition to that there are people who are interested in community style living that is secure and offers amenities.

It will be a gated community and because of that it will be a private street. The Home Owners Association will have to maintain the streets. The developer is looking into concrete streets. There is about 4,500 feet of streets.

There will be a clubhouse, some walking trails, some nature areas, and a dog park. Restrictions will be varied with maximum four-plex, all units must have a minimum one car garage, all buildings will have brick or stone on the front and sides, and a maximum two stories above grade. All buildings will be wired for security systems. No metal roofs will be allowed.

The clubhouse will be about 3,700 sq. ft. The building will be handicap accessible. There will be a fully furnished 1,000 sq. ft. fitness center. There will also be a gathering room, a kitchen, a 700’ covered patio area with gas fire pits, and a media game room.

Monte Shields asked where the roundabout would be. Mr. Woessner replied it would be to the east at 18th St. Mr. Schmidt asked if there was adequate room for the roundabout or would the City have to purchase additional land. Mr. Woessner said it has already been agreed that the City would have to get it from him and Bob Davis. College Hills has a serious sewer issue and Mr. Woessner has agreed to fund half of the line that will come up from McCutchen Dr.

Matt Miller said Mr. Woessner talked about the demand for duplexes, but it looks as though this is a tract of four-plexes. Mr. Woessner replied that it could be. Mr. Miller asked why not ask for an annexation for R-2 and plan for a tract of duplexes if that is what the demand is for. Mr. Woessner said they are putting potentially 228 units on 42 acres. It is a density of 5.43 units per acre, which is well below the R-1 density. He cannot develop this into an R-2 and expect to get his investment back. Mr. Miller also asked why they are using individual trash carts and not a central location for trash. Mr. Woessner replied he met with Brady Wilson about this. There will be a lot of retirees who won’t be able to walk a block with their trash to a central location. Trash carts will be required to be placed in the garage. Nothing will be visible from the outside except for the 24 hours it is going to be picked up.

Mr. Schmidt asked why Mr. Woessner would not use a PUD on something like this. Mr. Woessner responded the cost is about four times more. Mr. Miller asked what the time frame will be. Mr. Woessner said he already signed a contract with Archer–Elgin and they are just waiting for this to be approved. Mr. Schmidt asked if the 2nd exit to the south has an easement. Mr. Woessner answered it does not
need an easement because he owns it. The public will not use that gate. They plan on using the same gate system as The Lodges at Rolla with the same code.

Lindsay Bagnell
2001 McCutchen
Rolla, MO 65401

Ms. Bagnell said they own the McCutchen house directly across from the proposed development. She believes the development would be a great idea. They would love to have these kinds of neighbors.

Chairperson Brown officially closed the public hearing.

Ms. Martin asked if they were voting on three separate things or if they were lumping them all together. Mr. Shields replied the FLUM should be by itself because the ordinance has its own format. Chairperson Brown said the annexation, the zoning, and the development agreement should come first and if that passes then the FLUM.

A motion was made by Russ Schmidt, seconded by Bill Lindgren to recommend to the City Council to approve the request. A roll call vote on the motion showed the following Ayes: Anderson, Lindgren, Martin, Miller, Schmidt and M. Shields. Nays: None. Absent: Morris and S. Shields. Motion carried 6:0.

2. 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 Future Land Use Map to designate said parcels as Community Commercial.

(Meyer)

Mr. Shields said the applicant is Joshua Meyer. He has signed a real estate agreement for the purchase of the subject parcels that is contingent on the approval of this rezone proposal. The parcel to the north has a 30’ front and is 3,465 sq. ft. The current usage is vacant. The rezoned parcel will meet all the area and bulk requirements for the C-2 zoning district. These parcels will be developed as a used car sales lot. There will be a subdivision to get rid of the lot lines and make the lot conforming.

Chairperson Brown officially opened the public hearing.
Mark Eudaly
400 Greenbriar Dr.
Rolla, MO 65401

Mr. Eudaly stated the property is owned by his family trust. The area has improved by becoming commercial. They are fully in favor of the project. It would be good for the whole area.

Chairperson Brown officially closed the public hearing.

A motion was made by Monte Shields, seconded by Bill Lindgren to recommend to the City Council to approve the request. A roll call vote on the motion showed the following

IV. OLD BUSINESS: NONE

V. NEW BUSINESS:

1. 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.
   (Fort Wyman)

   Mr. Shields said all three parcels are owned by Robert B & Judith Ryce Trust. They are going from three parcels to three parcels by reconfiguring the boundary lines. There is one split zoned parcel. 514 Fort Wyman Rd. does not meet the side setback requirement.

   Chairperson Brown said most of this is being brought forward because of the need for sign changes. To be conforming these changes needed to be made for the sign that is going on this property. Mr. Shields said this change will make a nonconforming sign come up to code. They want to refurbish the sign so that the business at 514 can post their name on the sign. Right now off premise signs are not allowed. By approving this request each business will be allowed to have a sign on Bishop Ave. It will also allow the improvement of the sign that is now falling apart.

   Mr. Schmidt said there is a 20’ utility easement going through the middle of lot two and three. He asked if there was a building there. Sylvester Furse said the easement was requested by Public Works for sanitary sewer line. There is a building over the line. That is a preexisting condition.

   A motion was made by Bill Lindgren, seconded by Bob Anderson to recommend to the City Council to approve the request. A roll call vote on the motion showed the following
2. 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 re-subdivision process.

(Rolla 72 Ext.)

Mr. Shields said sixteen deeded parcels are being consolidated and reconfigured. They are owned by the City of Rolla. The current and future bulk and area specifications for lots 1 through 4 meet Single Family District and the Government and Institutional District bulk and area requirements. This is a platting process that is needed by the Public Works Department to create their right-of-way for the Highway 72 extension.

A motion was made by Janece Martin, seconded by Monte Shields to recommend to the City Council to approve the request. A roll call vote on the motion showed the following Ayes: Anderson, Lindgren, Martin, Miller, Schmidt and M. Shields. Nays: None. Absent: Morris and S. Shields. Motion carried 6:0.

VI. REPORT FROM THE CHAIRPERSON, COMMITTEE OF STAFF: NONE

VII. OTHER BUSINESS / CITIZEN COMMENTS: NONE

Meeting adjourned at 6:41 p.m.
Minutes prepared by Karen Fagan
NEW BUSINESS:

1. A request to rezone the 0.69-acre tract of land that is located in Rolla, Missouri, at 901 Oaklane Drive from the General Retail District (C-2) to the Multi-Family District (R-3).

   James Shields began by explaining he only received comments from RMU. There may be an existing electric line that may be in conflict with the proposed drives. They are planning on building two five-plexes on each lot. The water main that will serve this property is located on the north side of Oaklane Dr. It is expected that this development as proposed will require six taps of water services. The GIS system shows it has a red line. David Forshee added they have a tag that says it is an illegal lot split. Mr. Shields asked if someone sells a piece of property and it becomes an illegal subdivision, then they buy it back, is it still an illegal subdivision. Mr. Forshee answered not if it is the same exact configuration. Steve Flowers said in his opinion if he owns an existing lot and purchases the other lot they will not be in the same land description, because they are originally from two different lots. No subdivision will be required. Mr. Shields said the County is showing two different lots there, so if the owner wants to build on the line he would have to do a lot consolidation. Mr. Flowers said if you look at each lot as a stand-alone lot the illegal subdivision needs to go back to a black line since he owns both lots. Mr. Shields said if someone buys back a lot that was illegally sold then it should not be classified as an illegal subdivision. So, they should not be holding up permits for that reason. Mr. Flowers asked how it become an illegal subdivision if it was always two account numbers. Mr. Forshee replied when the mapping system was created all the parcels from the County were scanned in. From that point on any split that was made that was not a subdivision over 5,000 sq. ft. was tagged an illegal lot split.

2. A request to consolidate three parcels that are known as 1601, 1603, and 1605 North Pine Street into one parcel through the re-subdivision process.

   Mr. Shields said there are some discrepancies with the easements. Some of them are vacated, but they have not been vacated on the map. Ordinance 890 says a 10 ft. alley has been vacated. Mr.
Flowers said the reason for the vacation of the alley is because they wanted the overall sq. ft. for building coverage. Mr. Shields said a park dedication fee and a land development permit will not be required. No storm water detention facility is required. Out boundary of the tract as labeled meets closure requirements. No utility easements are shown. Everett Briggs said two years ago Public Works did a storm plan and laid out some easements that they want if they were to maintain it. They have never heard back from the owners. Public Works wants to know if that is something the owners plans to do in the future. Mr. Flowers said they are going to keep the existing building and build a new structure in front of it. Chad Davis asked which version of the plans was given to the Community Development Dept., because RMU has seen two different versions. One being where they were cutting off part of the north part of the existing house and making parking all the way back to the west. The second set left the existing building as is. Mr. Flowers replied the second set is the one Community Development has seen. They are going to build the building, have some parking and a circle drive. Ron Smith said if they tear half the building apart they will need to have it sprinkled. Mr. Flowers the existing structure is not sprinkled. They don't mind sprinkling the new building, but they don't want to have to retro fit a sprinkler system in an older building. Mr. Briggs asked if the Fire Department could get back there. Mr. Smith replied that they have talked about that. They are going to build two parking lots which would allow them to get into both sides of the buildings. Mr. Briggs said they may need some easements if the City is going to maintain it. Mr. Davis said RMU is requesting easements, because the owners want to put in a transformer to serve the buildings. Mr. Smith said there is a fire impact with a 25' set back requirement. That forces the Fire Dept. to not be able to use a ladder, because they have a 75' ladder.

3. A request to consolidate four parcels that are known as 206 and 208 East 12th Street 207 and 209 East 11th Street, into one parcel through the re-subdivision process.

(Sigma P1)

Mr. Shields explained the owners plan to tear down all three buildings and build a new building with 66 bedrooms. They will be required to have 44 parking spaces. Mr. Flowers said the City code will not allow any signage or shrubbery. But, it doesn’t mention anything about parking. The intent is to not block any vision or keep people from walking through the area. Since the code mentions directly signage and shrubbery; parking should be included in that also. It will create a vision obstruction. Mr. Smith said there has to be at least 26' and since is 40 ft. it is okay. There is a provision for an aerial ladder fire access roads. Mr. Briggs said since it is a re-subdivision of an existing subdivision all the fees will be waived. Mr. Davis said RMU has power coming across the railroad going behind the existing two houses. RMU has been asked to reroute the power pole. They are not sure they can do that, because if they take the street up to the right-of-way there may not be enough room for a pole. The owners need to get ahold of CenturyLink. CenturyLink has two poles with a large cable on it. Mr. Shields said the trash can may not be large enough and the parking spot nearest to the enclosure would allow for a parked car to obstruct the approach to the dumpster. Mr. Briggs said depending on where the end of the existing curb is they are required to develop the rest of 11th Street all the way up to the railroad. James Shields asked for a written statement from Public Works before the next Planning and Zoning meeting.

Adjourned 2:11 PM.

Minutes prepared by Karen Fagan
**FINANCIAL STATEMENT**  
**OCTOBER 2017**

### RECEIPTS:
- Electric, Water, Tax, Sewer and Refuse Charge: $3,270,598.51
- Accounts Receivable - Miscellaneous: $41,414.00
- Customer’s Deposits - Refundable: $20,180.08
- Misc Non-Operating Revenue: $1,319.34
- **Total Receipts:** $3,333,512.83

- Super-Now Account Interest (September 30, 2017): $65.16
- Money Market Account Interest (September 30, 2017): $4,645.78
- Electronic Payment Account Interest (September 30, 2017): $88.87
- Public Utility Cash In Bank (September 30, 2017): $25,435,509.60
- **Total Receipts and Cash In Bank:** $28,773,616.24

### DISBURSEMENTS:
- Power Purchased: $1,631,320.70
- Operating Expenses: $84,216.34
- Administrative and General Expenses: $84,243.98
- Payroll: $159,241.33
- Electric and Water Capital Expenditures: $76,470.46
- Stock Purchases (Inventory): $10,735.88
- Balance of Customer’s Deposits after Finals: $20,947.79
- Medical, Dental, Vision and Life Insurance Paid by Employees: $13,493.76
- Support Payment: $0.00
- U.S. Withholding Tax: $25,407.68
- Missouri Dept. of Revenue (Sales Tax): $47,463.50
- Missouri Dept. of Revenue (Income Tax): $9,029.00
- Phelps County Bank (Social Security): $33,366.10
- Sewer Service Charge: $319,801.67
- Refuse Service Charge: $179,200.52
- Purchase U.S. Treasury Bill / Certificates of Deposit: $0.00
- Unclaimed Deposits: $0.00
- PILOT to City of Rolla: $123,204.93
- Standpipes Lease/Purchase: $3,710.46
- Electric Power Supply Infrastructure Lease/Purchase: $91,004.36
- Unclaimed Deposits to State: $0.00
- Primary Fees: $0.00
- Void Checks: $0.00
- **Total Disbursements:** $2,913,178.36

**Cash in Bank (October 31, 2017):** $25,860,437.88

**Total Disbursements and Cash In Bank:** $28,773,616.24

### BALANCE OF OTHER FUNDS:

**PUBLIC UTILITY ACCOUNTS:**
- Central Federal Savings & Loan, Check #1223 for $312.32
- Citizens Bank of Newburg, Check #1222 for $968.94
- First State Community Bank, Check #1005 for $407.94
- Phelps Co Bank-Electronic Payment Account, Check #1086 for $779.391.76 (Finals)
- Phelps Co Bank-Money Market
- Phelps Co Bank-Super Now, Checks #25385 thru #25478 for $2,913,178.36
- Town & Country Bank, Check #1223 for $2,811.03 (Finals)
- **Total Public Utility Accounts:** $8,105,053.88

**ELECTRIC RESERVES:**
- Certificates of Deposit: $0.00
- Money Market Account: $14,766,218.00
- **Total Electric Reserves:** $14,766,218.00

**WATER RESERVES:**
- Certificates of Deposit: $0.00
- Money Market Account: $2,989,166.00
- **Total Water Reserves:** $2,989,166.00

**TOTAL RESERVES:**
- $17,755,384.00

**TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:**
- $25,860,437.88
## STATISTICS
### OCTOBER 2017

<table>
<thead>
<tr>
<th>PRODUCTION</th>
<th>ELECTRIC SALES</th>
<th>WATER SALES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Demand</td>
<td>10/02/2017</td>
<td>Residential - Single Phase kWh</td>
</tr>
<tr>
<td>Time of Demand</td>
<td>04:20 PM</td>
<td>Residential - Three Phase kWh</td>
</tr>
<tr>
<td>Scada Demand</td>
<td>43,720.00</td>
<td>Commercial - Single Phase kWh</td>
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<tr>
<td>kWh Purchased</td>
<td>22,972,295</td>
<td>Commercial - Three Phase kWh</td>
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<tr>
<td>Total Cost</td>
<td>$1,820,645.23</td>
<td>Power Service kWh</td>
</tr>
<tr>
<td>Cost per kWh</td>
<td>0.079254</td>
<td>Industrial kWh</td>
</tr>
<tr>
<td>Load Factor</td>
<td>69.9%</td>
<td>Area/Street Lighting kWh</td>
</tr>
<tr>
<td>Rental Lights kWh</td>
<td>79,322</td>
<td>Total kWh Sold</td>
</tr>
<tr>
<td>Demand kW</td>
<td></td>
<td>Demand kW</td>
</tr>
<tr>
<td>Revenue</td>
<td></td>
<td>Monthly Loss</td>
</tr>
<tr>
<td>Fiscal Year to Date Loss</td>
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<td>Fiscal Year to Date Loss</td>
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<table>
<thead>
<tr>
<th>PUMPED</th>
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<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>#2 Well</td>
<td>6,897,000</td>
<td>Residential - Single Phase Gallons</td>
<td>28,973,000</td>
</tr>
<tr>
<td>#3 Well</td>
<td>0</td>
<td>Residential - Three Phase Gallons</td>
<td>490,000</td>
</tr>
<tr>
<td>#4 Well</td>
<td>5,180,000</td>
<td>Commercial - Single Phase Gallons</td>
<td>6,807,000</td>
</tr>
<tr>
<td>#5 Well</td>
<td>3,372,000</td>
<td>Commercial - Three Phase Gallons</td>
<td>4,470,000</td>
</tr>
<tr>
<td>#6 Well</td>
<td>3,062,000</td>
<td>Power Service Gallons</td>
<td>11,465,000</td>
</tr>
<tr>
<td>#7 Well</td>
<td>1,739,000</td>
<td>Industrial Gallons</td>
<td>197,900</td>
</tr>
<tr>
<td>#8 Well</td>
<td>1,994,000</td>
<td>Missouri S&amp;T Gallons</td>
<td>4,656,000</td>
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<tr>
<td>#9 Well</td>
<td>3,802,000</td>
<td>PWSD #2 Gallons</td>
<td>1,502,000</td>
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<td>#10 Well</td>
<td>3,031,000</td>
<td>Total Gallons Sold</td>
<td>58,660,000</td>
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<tr>
<td>#11 Well</td>
<td>4,765,000</td>
<td>Revenue</td>
<td>$237,035.35</td>
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<tr>
<td>#12 Well</td>
<td>0</td>
<td>Pumping Cost, Electric</td>
<td>$36,447.08</td>
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<tr>
<td>#13 Well</td>
<td>5,085,000</td>
<td>Monthly Unidentified Loss</td>
<td>16.00% **</td>
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<tr>
<td>#14 Well</td>
<td>7,915,000</td>
<td>Sewer Service Charge</td>
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<tr>
<td>#15 Well</td>
<td>3,394,000</td>
<td>Refuse Service Charge</td>
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<td>#16 Well</td>
<td>4,263,000</td>
<td>Total Gallons</td>
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<td>#17 Well</td>
<td>3,130,000</td>
<td>Pumping Cost, Electric</td>
<td>$36,447.08</td>
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<tr>
<td>#1 Ind Park Well</td>
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<td>Monthly Unidentified Loss</td>
<td>16.00% **</td>
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<tr>
<td>#2 Ind Park Well</td>
<td>6,347,000</td>
<td>Sewer Service Charge</td>
<td>$297,865.37</td>
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<table>
<thead>
<tr>
<th>METERS IN SERVICE</th>
<th>Electric</th>
<th>Water</th>
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</thead>
<tbody>
<tr>
<td>Residential - Single Phase</td>
<td>7,925</td>
<td>6,365</td>
</tr>
<tr>
<td>Residential - Three Phase</td>
<td>21</td>
<td>19</td>
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<tr>
<td>Commercial - Single Phase</td>
<td>971</td>
<td>517</td>
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<tr>
<td>Commercial - Three Phase</td>
<td>433</td>
<td>242</td>
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<tr>
<td>Power Service</td>
<td>143</td>
<td>126</td>
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<tr>
<td>Industrial</td>
<td>7</td>
<td>2</td>
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<tr>
<td>Area/Street Lighting</td>
<td>41</td>
<td>7</td>
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<td>Missouri S&amp;T</td>
<td>5</td>
<td></td>
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<tr>
<td>PWSD #2</td>
<td>486</td>
<td></td>
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<tr>
<td>Total</td>
<td>9,441</td>
<td>7,769</td>
</tr>
<tr>
<td>Gross Payroll</td>
<td>$221,957.08</td>
<td></td>
</tr>
</tbody>
</table>

* Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 2,369,000 gallons per water main flushing records.
*** FY loss includes 2,369,000 gallons per water main flushing records.
ELECTRIC

E1. MO Highway Patrol Troop I headquarters
   - Directional bore for new primary, new riser pole, and new service to Hwy Patrol with three phase underground to new padmount transformer. Transformer and service energized November 21, 2017.
   - Started: November 17, 2016
   - Ongoing
   Note: Upgrade will also allow RMU to abandon an overhead I-44 crossing.

E2. 12kv Distribution System Connection Between Old St James Road and Nagagomi substations north of I-44
   - Conversion of some 4 kV electric distribution system to 12 kV distribution (including transformers) and some new 12 kV distribution system.
   - Started Feb 23, 2017
   - Ongoing

E3. Lodges at Rolla - White Columns Road (8 multi-unit residential apartment buildings and clubhouse)
   - Installation of underground primary conductor, transformers, and meters.
   - Started: June 2, 2017
   - Ongoing

E4. Oak Pointe of Rolla, Clearpath Assisted Living - Lions Club Drive
   - Underground extension of 12 kV distribution system to serve new development with temporary and permanent service. Temporary service energized October 27, 2017.
   - Started: August 21, 2017
   - Ongoing

E5. Menards (Westside Marketplace)
   - Installation of underground primary conductor, transformer and meter.
   - Started: August 15, 2017
   - Completed: November 13, 2017

E6. Academy Sports (Westside Marketplace)
   - Installation of underground primary conductor, transformer and meter.
   - Started: October 12, 2017
   - Ongoing

E7. Ross Dress for Less (Westside Marketplace)
   - Installation of underground primary conductor, transformer and meters.
   - Started: October 30, 2017
   - Completed: November 21, 2017

E8. TJ Maxx, PetSmart, and landlord meter (Westside Marketplace)
   - Installation of underground primary conductor, transformer and meter (one transformer for all three meters).
   - Started: October 30, 2017
   - Completed: November 21, 2017

E9. Streetlighting at Westside Marketplace
   - Installation of street lighting for new streets at Westside Marketplace
   - Started: Oct 23, 2017
   - Ongoing

E10. Lions Club - building addition, meter relocation
    - Renovation of metering and electric service to accommodate building addition, including relocation of transformer.
    - Started: October 31, 2017
    - Ongoing
ELECTRIC GENERATION

G1. NESHAP RICE control equipment for generators
- Reviewing operations of pressure transducers for catalyst monitoring.
  Started: Spring 2017
  Ongoing

WATER

V1. Meriweather Court
- Replacement of 8" and 6" water main with 8" PVC
  - Installed 20 feet of 6" PVC, 760 feet of 6" PVC and 1 fire hydrant
  Started: October 13, 2017
  Completed: November 2, 2017

W2. Well #13
- Chlorine feed line inside well house broke and damaged electric equipment, including motor starter. Diagnosing the damage and undertaking repairs.
  Started: November 16, 2017
  Ongoing

W3. RMU HyPoint Well #3
- Installation of piping, electrical, and treatment equipment
  Started: February 4, 2016
  Ongoing

W4. Service and main taps
- 3 - 4' taps (Americare - Old St James Road)
  1 - 3/4" tap (1339 Thomas)
  3 - 1" taps (100 Lovers Lane)

W5. Conversion of water meters to radio reads
- 5/8" meters: Delivery of 6,504 meters was completed November 16, 2017.
- Installation being performed by staff members from RMU and City wastewater department.
  Started: November 20, 2017
  Completed since last report: 78
  Completed to date: 78
  Ongoing
REGULAR SESSION - October 31, 2017

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

The meeting was called to order at 4:31 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

Board members: Vice President Albert Crump, Jr. (Joined meeting at 4:37 p.m.)
Secretary Matthew Z. Williams
Vice Secretary Dr. Wm. E. Showalter

RMU Staff: General Manager Rodney P. Bourne, P.E.
Operations Manager Chad Davis, P.E.
Business/Finance Manager Dennis Roberts
Staff Engineer Vicki Cason. P.E.

Minutes submitted, according to Agenda, by RMU's Executive Administrative Assistant, Nicole Sikes.

I. APPROVAL OF MINUTES

Williams made a motion, seconded by Showalter, the minutes of the October 3, 2017, Board meeting Regular and Executive session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. STAFF REPORTS

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

1. The Board received the Statement of Income & Expenses reports for September 2017 (FY17).

   Roberts noted that period twelve for FY17 has ended. Next month reports will include one or two more periods for FY17 with additional adjustments and/or audit entries.

   Roberts reviewed the September 2017 report (FY17), with the following comparisons:

   **Month-to-Date comparison of September 2017 to September 2016**

   - Operating Income decreased $267,832. Purchased Power expense decreased $62,382; Operating Expenses decreased $154,273 resulting in a Operating Income of $281,462 which showed a decreased Income of $113,559; Total Other Income decreased $724,995.
   - Total Net Income for September 2017 was $341,129, a decreased Income of $838,554 in comparison to September 2016.

   Roberts notes that the Other income and Expense has decreased due to the difference in contractor mains that have been accepted into the system this year compared to last year.

   **Year-to-Date (YTD) FY2017 and FY2016**

   - Operating Income decreased $1,047,494. Purchased Power expense increased $31,481; Operating Expenses decreased $721,828 resulting in a Operating Income of $155,168 which showed a decreased Income of $325,666; Total Other Income decreased $1,201,072. Total Net Income for September 2017 was $677,197, a decreased Income of $1,526,738 in comparison to September 2016.

   Roberts reported that there is a handout showing a break down of the Power and Water Cost Adjustments. In total, RMU provided $1,366,440 rate relief in FY2017.

   Showalter stated the Power and Water Cost Adjustment discount was a good program to implement based on RMU's financial position..

   Bourne stated the Power and Water Cost Adjustment discount was a good program to implement based on RMU's financial position.

2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for September 2017 which included the following public utility account checks and transfers:

<table>
<thead>
<tr>
<th>Public utility checks</th>
<th>Phelps Co Bank - Super Now</th>
<th>Checks #25286-25384</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer of funds</td>
<td>Phelps Co Bank - Electronic Pmt Acct</td>
<td>Check #1085</td>
</tr>
<tr>
<td></td>
<td>Central Federal Savings &amp; Loan</td>
<td>Check #1222</td>
</tr>
<tr>
<td></td>
<td>Citizens Bank of Newburg</td>
<td>Check #1221</td>
</tr>
<tr>
<td></td>
<td>Town &amp; Country Bank</td>
<td>Check #1222</td>
</tr>
<tr>
<td></td>
<td>First State Community Bank</td>
<td>Check #1004</td>
</tr>
</tbody>
</table>

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

3. Miscellaneous.
Roberts reported that August was the first full month to use the new On-Line Bill Pay Program. Credit card transactions for August was increased by 31% and September credit card transactions were increased by 47%. RMU received many positive remarks since implementing our On-Line Bill Pay Program.

Barrack asked does RMU have a goal and if so, is it 50/50. Bourne responded that RMU does not have a goal in place. Customers asked for a online payment option for quite sometime. RMU worked on finding a program that syncd well with our system. Williams asked if there is something in place for customers with reoccurring bill pay that will alert customers when their credit card is about to expire. Roberts responded that all credit card information is saved within Paymentus. Roberts stated that he could contact Paymentus to find out further information. Bourne stated that he assumes the Paymentus system is set up similar to his Amazon or Ebay account, which those two programs send notifications to your email regarding account information, including the credit card expiration date. Williams stated that he is concerned about customers not realizing their credit cards have expired and then their utility bill won't get paid in time. Roberts responded that he will contact Paymentus regarding the notifications and will report back at next months Board meeting.

B. STAFF ENGINEER’S REPORT (Cason)

1. Updates on:
   a. Contractor Mains.
      - Cason reported construction continues at the Lodges. Phase II is still pending.
      - Cason reported that the City is taking bids on the Highway 72 Extension project which includes relocation of the existing water main on Kingshighway between Fairgrounds Road and Bridge School Road. Bids will be in tomorrow November 1, 2017. RMU will provide inspection of the work performed by the City’s contractor.

C. OPERATION MANAGER’S REPORT (Davis)
Davis reported that along with the Highway 72 Extension project RMU will be building a new overhead extension parallel to Hwy 72 from Kingshighway and Bridge School Road East to Walker. RMU is continuing to work with the Railroad for a permit. After the City signs and accepts construction bids RMU will begin working on the new overhead extension project.
Williams asked how much does the Railroad charge RMU to work over the railroads. Cason responded around $2,500 and the permit is more for insurance purposes. The application is approximately $800 for review and optional railroad insurance is about $1,000 to $2,000. Bourne added that if the work is not inside a street right-of-way there is a higher cost and it is an annual payment, which RMU has opted out and paid up front in the past on other projects to avoid reoccurring payments.

Barrack stated that years ago, he and Bourne discussed removing the power lines off of Kingshighway and asked if the new overhead extension will include removal of power lines from Kingshighway. Davis responded that the existing RMU overhead lines along Kingshighway have been considered, but at this time RMU is not planning to remove or relocate. The new improvements along Hwy 72 are not intended to be a replacement for the lines on Kingshighway, as the lines on Kingshighway include subtransmission lines and distribution lines to businesses along Kingshighway. Bourne added that RMU will continue to review to consider if there are options that would allow for elimination of some of the overhead lines along Kingshighway.
Davis reported that the City is starting to consider future improvements for Kingshighway that would include water system improvements from Juliene Street to the East. The work is being considered for 2019 and may be installed by a contractor at the same time the roadway improvements are being constructed.

1. Update on current RMU projects
   ELECTRIC DEPARTMENT -
   (E1) MO Highway Patrol Troop I headquarters, Directional bore for new primary, new riser pole, and new service to Hwy Patrol with three phase underground to new padmount transformer. Started, November 17, 2016. Ongoing.
   (E2) 12kV Distribution System Connection: between Old St. James Rd and Nagapomi substation north of I-44, Conversion of some 4kV electric distribution system to 12kV distribution (including transformers) and some new 12kV distribution system. Started, February 23, 2017. Ongoing.
   (E6) Menards (Westside Market Place). Installation of underground primary conductor, transformer, and
Rolla Board of Public Works
October 31, 2017

Regular Session


NOTE: Bourne reported that when the contractor installed the conduits they did not take into consideration that RMU would be installing junction boxes so the installation may be taking a little longer than had been expected.


(E10) Lions Club - Building addition and meter location. Renovation of metering and electric service to accommodate building addition, including relocation of transformer. Started, October 31, 2017. Ongoing.


ELECTRIC GENERATION -

(G1) NESHAP RICE (Control equipment for generators). Reviewing operations of pressure transducers for catalyst monitoring. Started, Spring 2017. Ongoing.

WATER DEPARTMENT -

(W1) Meriweather Court. Replacement of 8” and 6” water main with 8” PVC. Started, October 13, 2017. Ongoing.


(W3) The ALF and Cottages at Parkside Assisted Living and Independent Living by Americare - Forum and Old St. James Road. Connection of new water main installed by developer to previously existing RMU water main. Started and completed, October 12, 2017.

(W4) Well 12. Pump control system. The motor starter had to be replaced due to damage (lighting was suspected). While replacing the starter ancillary components were also upgraded, including installation of a PLC, and rewiring the flow control switch. Completed October 2017.


(W6) Service and main taps:
  • 2 - 4” tap (1702 East 10’)
  • 1-4” and 1-6” tap (Oak Pointe of Rolla, Clearpath, Assisted Living - Lions Club Drive)

(W7) Conversion of water meters to radio reads. Working on Route 43.

MISCELLANEOUS -

(1) Street repairs for Sally Road water main project. (September 29, 2017 invoice)
  • Total area = 6,402 square feet
  • Cost = $20,886.40

(2) Street repairs for RMU water projects. (October 18, 2017 invoice)
  • Total area = 738 square feet
  • Cost = $1,859.76

(3) Street repairs for RMU water projects. Water service replacements. (October 18, 2017 invoice)
  • Total area = 3,420 square feet
  • Cost = $8,618.40

(4) Street repairs for RMU water projects. Various locations around Rolla. (October 14, 2017 invoice)
  • Total area = 566.8 square feet
  • Cost = $1,425.82

TRAINING/PERSONNEL -

(1) University of Arkansas Electric Meter School - Advanced Class.
  • Attended by Steve Campbell.
  • October 2-5, 2017
  • Fayetteville, AR

(2) LAGERS Annual Meeting.
  • Attended by Nathan Randolph (Employee Representative), Dennis Roberts (Employer Representative), and Rodney Bourne.
  • October 19 & 20, 2017
  • Osage Beach, MO

(3) Building a Business Case for UAS (Drones). APPA DEED Webinar.
  • Attended by Eric Lonning, Curt Reppond, and Chad Davis.
NOTE: Davis reported that RMU has been contacted by vendors regarding installing a wireless system using small cell wireless in addition to the macro scale sites already in place. Discussion is taking place about other potential options. Bourne stated RMU will remind potential developers that RMU may also be able to provide fiber services.

Davis reported that the Service Department project is complete. At this time, RMU is working through some warranty issues and staff is pleased with the improved facility. The construction work cost was approximately $340,000.

D. GENERAL MANAGER'S REPORT (Bourne)

1. Fire Resistant Clothing Allowance - Other Policy Changes
   • Bourne reported that the allowance for FR clothing RMU provides to staff is not keeping up with the 20-70% material increases. Due to the increase of allowance this will increase the purchase order above General Manager's purchasing authority and will require Board approval next year. Other possible solutions are to change the policy and staff report the purchase to the Board after the fact, similar to some other purchases made by RMU. In addition, there will be other changes to the Clothing Policy presented next month.

2. Prairie State Energy Campus Tour
   • Bourne reported that annually RMU sends a group of RMU staff members to tour Prairie State facility. This year, staff from Lebanon, Rolla, St. James, and Waynesville will join the tour on November 2nd. MoPEP is sponsoring our transportation.

3. MoPEP Community Solar
   • Bourne reported that MoPEP Renewable Energy Subcommittee met on October 12th with MPUA staff members to review renewable energy assets and determine the parameters for renewable energy pilot programs. These recommendations will be presented and must be agreed upon by the MoPEP membership. The current driver of MoPEP's solar energy program is to recover some of the extra costs of existing solar resources before investing in more MoPEP solar projects. As of now, we will have 11 solar farms. Customers demand for renewable/solar and providing an alternative to customers installing their own systems is also important. Long term, RMU plans to discuss the concept of retail customers investing in solar farms as suggested by Nick Barrack.

Barrack asked when would MoPEP have the option to buy our solar farm? Bourne reported that from the date of construction our purchasing option starts at 7 years. However, as a group we might have to wait until all 11 Solar Farms have reached the 7 to 10 year range. Bourne reported that the funds from the MoPEP Grant Program will be applied to the purchase cost of the solar farm so MoPEP doesn't need to borrow as much. Barrack suggested to present the opportunity to the public when the time comes to buy. Davis stated that development of community solar may also provide customers an option for purchasing renewable energy instead of installing their own net metering facilities. We occasionally have customers request net metering connections and show interest in knowing their options.

4. LAGERS Annual Conference
   • Bourne reported that the LAGERS Annual Conference was held on October 19 & 20, 2017. Bourne, Roberts, and Randolph attended meeting. LAGERS program is going strong and is a top rated program in the country. LAGERS is 94.7% pre-funded, compared to 80% benchmark and has a 9.27% 5-year Investment Return. Roberts attended as RMU's Employer Representative and Nathan Randolph attended as RMU's Employee Representative.

5. Power Supply Cost Analysis
   • Bourne reported that included in the Board packet are some charts trending Peak Demand, Energy Purchases, All In Cost, and Electric Meter Counts. As stated in the past, RMU's Energy Purchases have been declining while our meter counts have been increasing. This is an indicator of energy conservation and efficiency improvements. Increasing Service Availability Fees and modest growth have allowed us to maintain our financial position with declining sales. Recent purchased power costs have remained steady and predictable at just over $0.07 per kWh. The lower pricing in the mentioned period was forecasted by MoPEP and is included within our budget at the time.

6. Miscellaneous
   • Bourne reported that he will be attending the APPA Legislative Rally next year in late February. The conference will be held in Washington D.C.
Showalter, to approve purchase order for $37,400.00 to Vision Metering. Motion passed unanimously.

2. **RFB #18-100W Water Meters**
   - Davis reported that RMU received bids for the purchase of 5/8” and 1” meters on Monday, October 30th and Bid Tab was distributed at the Board meeting. Staff recommends Midwest Meters, Inc. for 5/8” water meters. Bourne recommended the Board reject the 1” water meters pricing and RMU would rebid those meters. MOU has been executed with the City and they will pay for half the cost in addition to testing and repairs of the larger water meters. RMU will finance the City’s portion over nine years. Williams made a motion, seconded by Showalter, to approve purchase order for $507,150.00 to Midwest Meter, Inc. for 5/8” meters and to reject the 1” meters. Motion passed unanimously.

   Bourne reported that usually a utility would hire a contractor to complete the water meter change out. However, RMU and the City will complete the project with City and RMU staff.

3. **RFB #18-101W Encoder Receiver Transmitter (ERT)**
   - Davis reported that this is a sole source procurement to Midwest Meters to purchase ERT’s needed for compatibility with RMU’s meter reading equipment. Bourne reported Midwest Meter extended the current discounted pricing saving us $28,000, and over $50,000 from normal pricing. Staff recommends Board approve Midwest Meters, Inc. Bourne stated he may issue a change order to procure additional quantity to maximize the savings. Showalter made a motion, seconded by Crump, to approve sole source for $432,000.00 to Midwest Meter, Inc. Motion passed unanimously.

   B. **Service Line Crew Discussion.**
   - Bourne reported that the insert in the Board packet provides cost comparison between contracting and self performing service line replacements. There are 4,000-5,000 service lines to be replaced. RMU would like to add three new full time staff positions and purchase used equipment to make this program cost efficient. By hiring new staff and buying used equipment RMU should be able to replace more service lines per year with the same amount of funds used to hire a contractor. This past summer, RMU staff observed the contractor replacing service lines to further evaluate this proposed change. The FY18 budget includes funds for new staff and equipment, but before proceeding management wanted to review the proposed changes with the Board. As suggested by Williams, negotiation for purchase of used equipment can be done through email.

   Williams asked what happened to the old copper lines. Bourne reported that lines are pulled and recycled. All funds come back to RMU as miscellaneous income. Davis reported that the water meters being replaced are also being recycled. Williams made a motion, seconded by Crump, to proceed with the Water Service Line Replacement Program with authorization for General Manager to provide used equipment bids to Board for purchase. All purchasing will be reported at the next regular Board meeting. Motion passed unanimously.

   Barrack asked Davis regarding the Service Department remodel if the total of $340,000 includes engineering cost? Davis responded that the $340,000 was for construction only. Bourne stated the construction savings was significant from the original RFP.

VII. **EXECUTIVE SESSION** (None)

VIII. **ADJOURNMENT**

With no further business appearing, Showalter made a motion, seconded by Williams, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:30 p.m.

The Board’s next meeting is scheduled for Tuesday, November 28 at 4:30 p.m.
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<td>GRAND TOTAL ALL FUNDS</td>
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ANY AND ALL FINANCIAL RECORDS ARE OPEN TO THE PUBLIC

[Initials: L. L.]

[Signature: L. L.]
# City of Rolla

**Revenue/Expenditure Report - Unaudited**

October 31, 2017

8% of Year

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<th>YTD Actuals</th>
<th>Budget Balance</th>
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<td></td>
<td></td>
</tr>
<tr>
<td>Revenues</td>
<td>$14,500.00</td>
<td>$1,200.00</td>
<td>$13,300.00</td>
<td>8.3%</td>
</tr>
</tbody>
</table>
## CITY OF ROLLA
### REVENUE/EXPENDITURE REPORT - UNAUDITED
October 31, 2017
8% of Year

8% of Year
UNAUDITED

### REVENUES OVER/UNDER EXPENDITURES

<table>
<thead>
<tr>
<th>Current</th>
<th>YTD</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
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<tbody>
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<td>$1,400.00</td>
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<tr>
<td>REVENUES OVER/UNDER EXPENDITURES</td>
<td>$13,100.00</td>
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<td>$11,900.00</td>
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</tbody>
</table>

### STREET FUND

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Current</th>
<th>YTD</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENDITURES</td>
<td>$4,827,500.00</td>
<td>$2,489,359.77</td>
<td>$2,338,140.23</td>
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</tr>
<tr>
<td>STREET</td>
<td>$5,068,984.00</td>
<td>$337,990.33</td>
<td>$4,730,993.67</td>
<td>6.7%</td>
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<tr>
<td>TDD</td>
<td>-</td>
<td>$2,118,451.50</td>
<td>(2,118,451.50)</td>
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</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>$5,068,984.00</td>
<td>$2,456,441.83</td>
<td>$2,612,542.17</td>
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</tr>
<tr>
<td>REVENUES OVER/UNDER EXPENDITURES</td>
<td>$(241,484.00)</td>
<td>$32,917.94</td>
<td>$(274,401.94)</td>
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</tr>
</tbody>
</table>

### RECREATION FUND

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Current</th>
<th>YTD</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENDITURES</td>
<td>$1,141,350.00</td>
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<tr>
<td>GUEST SERVICES</td>
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</tr>
<tr>
<td>RECREATION</td>
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<td>$5,505.96</td>
<td>$134,539.04</td>
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</tr>
<tr>
<td>AQUATICS</td>
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<td>$216,400.86</td>
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</tr>
<tr>
<td>FITNESS</td>
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<tr>
<td>ADMINISTRATION</td>
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<td>MAINTENANCE</td>
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<tr>
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<td>$(341,015.00)</td>
<td>$(13,390.85)</td>
<td>$(327,624.15)</td>
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</tr>
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</table>

### PARK FUND

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Current</th>
<th>YTD</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENDITURES</td>
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<tr>
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<tr>
<td>MAINTENANCE</td>
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<tr>
<td>PARKS</td>
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<tr>
<td>SPLASHZONE</td>
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<tr>
<td>OUTDOOR RECREATION</td>
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<td>$8,117.18</td>
<td>$169,236.82</td>
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<tr>
<td>TOTAL EXPENDITURES</td>
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<td>$58,386.05</td>
<td>$1,482,217.95</td>
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<tr>
<td>REVENUES OVER/UNDER EXPENDITURES</td>
<td>$(92,904.00)</td>
<td>$35,793.71</td>
<td>$(128,697.71)</td>
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</tr>
</tbody>
</table>

### PARK LAND RESERVE FUND

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Current</th>
<th>YTD</th>
<th>Budget</th>
<th>% of Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENDITURES</td>
<td>$3,065.00</td>
<td>-</td>
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<td>0.0%</td>
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<tr>
<td>TOTAL EXPENDITURES</td>
<td>$3,065.00</td>
<td>-</td>
<td>$3,065.00</td>
<td></td>
</tr>
</tbody>
</table>

Page 2 of 2
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: Final Reading

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: 12-04-2017

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 1-A for general location map and Figure 1-B for specific location map). 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) (See Figure 1-C for FLUM map and Figure 1-D for zoning map).

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 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 a 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 west side. 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 sides of these blocks were developed as low density residential instead of the intended use of medium/high density residential. Thus, this hierarchal transition of residential intensity was never realized and with the increasing establishment of commercial developments occurring 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 because 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 may 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 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 and at the City Council meeting that was conducted on November 20, 2017. 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 final reading of Meyer's proposals to amend Rolla's FLUM Map and Official Zoning Map. If these proposals are approved, it is requested that an ordinance that enacts 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-I) TO THE GENERAL RETAIL DISTRICT (C-2) AND TO AMEND THE FUTURE LAND USE CATEGORY OF SAID TRACT OF LAND TO THE COMMUNITY COMMERCIAL LAND USE CATEGORY. (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, RSMo Chapter 89.300 through 89.490 grants third class cities the power to prepare, adopt, and amend a comprehensive plan; and

WHEREAS, Chapter 42, Section 42-5 through 42-7 of the Rolla City Code, known as the Planning and Zoning Code, authorizes the Planning and Zoning Commission and the City Council to make and adopt a Comprehensive Plan for the physical development of the City; 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 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 to amend the Future Land Use Map component of the Rolla 2020 Comprehensive Plan Update, 2006; and

WHEREAS, the Rolla City Council, during its November 20, 2017, meeting, conducted a public hearing on and the first reading of the attached ordinance that would enact the proposed rezoning and proposed Future Land Use Map amendment; and

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the City Council at the hearing by those citizens favoring the said proposals and by those citizens opposing said proposals, the City Council found the proposals 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;


\[ A. \]
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 and is described as Lot 1 and Lot 2 of Block 4 of Cowan’s Addition

SECTION 2: That the Future Land Use Map component of the Rolla 2020 Comprehensive Plan Update, 2006, is hereby amended as required by Section 42-7 of the Rolla City Code, to designate the 0.51-acre tract of land that is located in the city of Rolla, Missouri, at 112 and 114 North Spilman Avenue and described as Lot 1 and Lot 2 of Block 4 of Cowan’s Addition as the Community Commercial land use category.

SECTION 3: 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
Map Correction & Changing Conditions: While the intention to designate the east sides of the subject block and the block to the south of the subject block as Med/High Residential may have been to produce a decreasing transition of residential intensity, the skinny blocks to the east of these blocks that were designated as Community Commercial are not deep enough to accommodate today's big box stores, abundant parking requirements, and amount of businesses attracted to this stretch of U.S. Highway 63.

Intent of Comprehensive Plan: Rolla 2020, states 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, p.65). By slowly amending the zoning and FLUM maps along these highways in a way that allows large blocks to be created, this intent is being met.
In 2001, the subject parcels were rezoned from the Two Family Residential District (R-2) to C-I. While R-2 is meant to be a transition from R-1 to the Multi-Family District (R-3), the east side of the subject block has been occupied by single family residences that front the backs of intense commercial activities. Because there is no buffer between these very different uses and the high-activity fronts of the single family residences face the backs of commercial businesses, which can also produce intense activity, the occurrence of potential nuisances for these single family residences arise.

The east side of said blocks are becoming increasingly more valuable to commercial businesses.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development
ACTIONS REQUESTED: Final 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: 12-04-2017

GENERAL INFORMATION:
CASE NUMBER: SUB17-12
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) (See Figure 2-B for location maps). 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 2-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 one of these parcels are split-zoned currently, only one will be split-zoned if the final plat map is approved. In other words, there will not be an increase in the number of split-zoned parcels. The current uses of the properties include 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 2-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.

V. 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 final 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.
ORDINANCE NO. __________

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

\[\text{\textcopyright 2017}\]
FORT WYMAN 3-LOT RECONFIGURATION: Location

- **Applicant:** All parcels involved in this lot reconfiguration (the subject parcels) are owned by Robert B & Judith Ryce Trust (the applicant).
- **Other:** Decreases non-conforming aspect of 514 Fort Wyman (side setback), does not increase others. Split-zoned lots do not increase. Unrecognized subdivision becomes recognized.
ITEM/SUBJECT: Elected Officials Compensation – Four Distinct Ordinances

BUDGET APPROPRIATION (IF APPLICABLE) $13,800 Total

DATE: 12/04/2017

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 and increased Council compensation from $100/mo. to $150/mo.).

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:

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<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>
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</tr>
<tr>
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<td>$1 - $9,900</td>
<td>$3,000 - 75,000</td>
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<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: Final 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

V.C.I.
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.


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 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
ITEM/SUBJECT: Ordinance to Consider Show Me PACE

BUDGET APPROPRIATION (IF APPLICABLE) $ N/A DATE: December 4, 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 – Final reading.
ORDINANCE NO. ___________

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:

[V. D.2.]
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.

\[\text{V. D. G.}\]
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: ____________________________
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.
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.

J. D. 14.
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: December 4, 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: Final reading.
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.”

\[\sqrt{E. A.}\]
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 Measures. 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.
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, 88 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@mcde.mo.gov or John Maslowski at maslowski@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 Pickrell at dpickrell@mce.mop.gov or John Maslowski at johnmas@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
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 an 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.
(30) **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.

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

(32) **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.

(33) **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.

(34) **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.

(35) **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: __________________________

CITY OF ROLLA, MISSOURI
By: __________________________
Title: __________________________

ATTEST:
Secretary to the Commission
By: __________________________
Title: __________________________

APPROVED AS TO FORM:
Commission Counsel
By: __________________________
Title: __________________________

Ordinance Number ______________
### Pay Item Description

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<td>$7,000.00</td>
</tr>
<tr>
<td>304-01.43</td>
<td>TYPE 1 AGGREGATE FOR BASE (4 IN. THICK) (FOR SIDEWALKS/CURB RAMPS)</td>
<td>S.Y.</td>
<td>$6.50</td>
<td>765</td>
<td>$4,972.50</td>
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<td>304-05.04</td>
<td>TYPE 2 AGGREGATE FOR BASE (4 IN. THICK) (FOR PAVED APPROACHES)</td>
<td>S.Y.</td>
<td>$6.50</td>
<td>2,075</td>
<td>$13,487.50</td>
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<td>502-13.08</td>
<td>CONCRETE PAVEMENT (8 IN. NON-REINFORCED, 15 FT. JOINTS)</td>
<td>S.Y.</td>
<td>$50.00</td>
<td>325</td>
<td>$16,250.00</td>
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<tr>
<td>608-10.10</td>
<td>CONCRETE CURB RAMPS</td>
<td>S.Y.</td>
<td>$100.00</td>
<td>225</td>
<td>$22,500.00</td>
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<tr>
<td>609-10.12</td>
<td>TRUNCATED DOMES</td>
<td>S.F.</td>
<td>$75.00</td>
<td>175</td>
<td>$4,575.00</td>
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<tr>
<td>609-30.06</td>
<td>CONCRETE MEDIAN STRIP 6’</td>
<td>S.Y.</td>
<td>$20.00</td>
<td>200</td>
<td>$4,000.00</td>
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<tr>
<td>609-50.08</td>
<td>PAVED APPROACH, 8 IN.</td>
<td>S.Y.</td>
<td>$65.00</td>
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<td>$113,750.00</td>
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<td>608-50.04</td>
<td>CONCRETE SIDEWALK, 4 IN.</td>
<td>S.Y.</td>
<td>$37.50</td>
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<td>CONCRETE CURB</td>
<td>L.F.</td>
<td>$25.00</td>
<td>250</td>
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<td>CONCRETE CURB AND GUTTER</td>
<td>L.F.</td>
<td>$35.00</td>
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<td>$9,625.00</td>
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<td>SMALL BLOCK WALL (2 LOCATIONS @ 3 FEET HIGH X 75 FEET LONG)</td>
<td>S.F.</td>
<td>$35.00</td>
<td>450</td>
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<td>TRAFFIC CONTROL</td>
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<td>$5,000.00</td>
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<td>PAVEMENT MARKING</td>
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<td>DRAINAGE (2 ATG / POSSIBLY RELocate 1)</td>
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<td>EROSION CONTROL</td>
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<td>LIGHTING (4 RELOCATED)</td>
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<td>$7,500.00</td>
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<td>$7,500.00</td>
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<td></td>
<td>SIGNALS (2 NEW PUSH BUTTONS/PED/POLES &amp; ASSOCIATED WIRING)</td>
<td>L.S.</td>
<td>$10,000.00</td>
<td>1</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td>SIGN IN</td>
<td>L.S.</td>
<td>$1,500.00</td>
<td>1</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

### 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.
- The cost estimate is conceptual. Final design, quantities & unit prices are subject to change based on actual design.
- Assumes minimal drainage, signal and lighting costs.
- Cost of right-of-way takings is based upon 9 temporary easements @ 600 square feet each @ $2.50 per sq. ft., including admin.
- Actual paved approach and retaining wall quantities could vary more than others and are based on best engineering judgment.
- Design fee does not include legal descriptions for nine temporary easements.

### Sub Total Construction Costs $298,210
DEPARTMENT HEAD: Steve Hargis  
ACTION REQUESTED: Ordinance  
ITEM/SUBJECT: Project #359 – Route 72 Extension  
BNSF Railroad Overpass Agreement  
BUDGET APPROPRIATION: $25,950  
DATE: 12/04/17  

******************************************  
COMMENTARY:  
The attached overpass agreement is to allow the City of Rolla to construct the Highway 72 Extension bridge over the BNSF Railroad. In addition to the signed agreement the railroad is requesting $25,950.00. This amount covers the permanent easement, the temporary construction easement and administrative fees.  
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 OVERPASS AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND BNSF RAILROAD 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 overpass agreement as shown on Exhibit A between the City of Rolla, Missouri and BNSF Railroad for Project #359-Highway 72 Extension.


APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
This Agreement ("Agreement"), is executed to be effective as of ___________ ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("BNSF"), and the City of Rolla, a political subdivision of the State of Missouri ("Agency").

RECITALS:

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Rolla, State of Missouri; and

WHEREAS, Agency desires to construct a new crossing at separated grades to be known as the Route 72 Overpass, D.O.T. No. 974411V.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I) SCOPE OF WORK

1. The term "Project" as used herein includes any and all work related to the construction of the proposed Route 72 Overpass (hereinafter referred to as the "Structure"), more particularly described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. Any temporary traffic controls during construction must be in compliance with Section 8A-08, "Temporary Traffic Control Zones" of the Manual of Uniform Traffic Control Devices ("MUTCD"), U.S. Department of Transportation.
ARTICLE II) BNSF OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

1. Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand and No/100 Dollars ($2,000), together with the Permanent Easement License Fee in the sum of $22,500 and No/100 Dollars and a Temporary Construction License Fee in the sum of $1,450 and No/100 Dollars), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Structure across or upon the portion of BNSF's right-of-way described further on Exhibit B and B-1, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:

   (a) Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;

   (a) Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the Agency's use of the Structure;

   (b) Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency's use of the Structure; and

   (c) Require the Agency or its contractor to execute a Temporary Construction Crossing Agreement, for any temporary crossing requested to aid in the construction of this Project.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) 12 months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be
implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Structure only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Structure for any other purpose than construction. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency’s payment to BNSF of the additional sum Permanent Easement License Fee in the sum of $22,500 and No/100 Dollars and a Temporary Construction License Fee in the sum of $1,450 and No/100 Dollars), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 16 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the “Easement”) to enter upon and use that portion of BNSF’s right-of-way as is necessary to use and maintain the Structure, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

2. BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

(c) Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C;

(d) Furnishing engineering and inspection as required in connection with the construction of the Project;

(e) Providing a contract project coordinator, at Agency’s expense, to serve as a project manager for the Project;

\[\text{\textcopyright VI. A. S.}\]
3. BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.

4. Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

5. BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.

6. During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

**ARTICLE III) AGENCY OBLIGATIONS**

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:
1. Agency must furnish to BNSF plans and specifications for the Project. Four sets of said plans (reduced size 11” x 17”), together with two copies of calculations, and two copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give Agency final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF’s final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.

2. Agency must make any required application and obtain all required permits and approvals for the construction of the Project.

3. Agency must provide for and maintain minimum vertical and horizontal clearances, as required in Exhibit C and as approved by BNSF as part of the plans and specifications for the Project.

4. Agency must acquire all rights of way necessary for the construction of the Project.

5. Agency must make any and all arrangements, in compliance with BNSF’s Utility Accommodation Manual (http://www.bnsf.com/communities/faq/pdf/utility.pdf), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.

6. Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency’s Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency’s Work. The principal elements of Agency’s Work are as follows:

   (a) Construction of the Structure;
All necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

Provide suitable drainage, both temporary and permanent;

Provide appropriate pedestrian control during construction;

Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;

7. Agency must apply and maintain said D.O.T. Crossing number 974411V in a conspicuous location on the Structure.

8. Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.

9. For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "www.BNSFContractor.com"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.

10. Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
11. Agency or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring, falsework or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring, falsework or cribbing used by Agency's contractor shall comply with the BNSF Bridge Requirements set forth on Exhibit F and all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.

12. Agency must include the following provisions in any contract with its provider(s) performing work on said Project:

(a) The Provider is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The Provider will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The Provider must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The Provider must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

(b) The Provider will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Provider must cooperate fully with any telecommunications company(ies) in performing such rearrangements.

(c) Failure to mark or identify these Lines will be sufficient cause for BNSF to stop construction at no cost to the Agency or BNSF until these items are completed.

(d) In addition to the liability terms contained elsewhere in this Agreement, the Provider hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Provider, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Provider, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunications company(ies). **THE LIABILITY ASSUMED BY PROVIDER WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**
13. Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-I, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C, Exhibit C-I, and Exhibit F attached hereto and by reference made a part hereof.

14. Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:

(a) All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;

(b) Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;

(c) No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-I, and (ii) delivered to and secured BNSF's approval of the required insurance; and

(d) To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's representative Lane Spence (817) 352-2910 4 weeks advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

(e) The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit F, attached to this Agreement and incorporated herein.

15. Agency must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency
must notify BNSF's Manager of Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

16. TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

17. Agency must give BNSF's Manager of Public Projects written notice to proceed ("Notice to Proceed") with the railroad work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.
ARTICLE IV) JOINT OBLIGATIONS

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

1. All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's written approval prior to the commencement of any such changes or modifications from the Lane Spence (817) 352-2910.

2. The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.

3. Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

4. BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work...
stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF’s Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF’s right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

5. Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF’s reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify for appropriate corrective action.

6. Pursuant to this section and Article II, Section 6 herein, Agency must reimburse BNSF in full for the actual costs of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes), less BNSF’s Share as set forth in Article IV, Section 6 herein. BNSF’s Share must be paid upon completion of the Project.

7. All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF’s preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.

8. The parties mutually agree that neither construction activities for the Project, nor future maintenance of the Structure once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF’s Network.
Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

9. Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project will not commence until Agency gives BNSF’s Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference D.O.T. Crossing No. 974411V and must state the time that construction activities will begin.

10. In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and Agency agree to the following terms upon completion of construction of the Project:

(a) Agency will own and maintain, at its sole cost and expense, the Structure, the highway approaches, and appurtenances thereto, lighting, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify Agency prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify Agency at its earliest opportunity. Agency must fully reimburse BNSF for the costs of maintenance performed by BNSF pursuant to this subsection (b).

(b) Agency must, at Agency’s sole cost and expense, keep the Structure painted and free from graffiti.

(c) Agency must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.

(d) It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

(e) Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
If Agency (including its contractors and agents) or BNSF, on behalf of Agency, performs (i) alterations or modifications to the Structure, or (ii) any maintenance or other work on the Structure with heavy tools, equipment or machinery at ground surface level horizontally within 25’-0” of the centerline of the nearest track, or (iii) any maintenance or other work outside the limits of the deck of the Structure vertically above the top of the rail, then Agency or its contractors and/or agents must procure and maintain the following insurance coverage, which may be changed from time to time:

Railroad Protective Liability insurance naming only BNSF as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to BNSF prior to performing any work or services under this Agreement.
- Definition of “Physical Damage to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’ care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

As used in this paragraph, “BNSF” means “Burlington Northern Santa Fe, LLC”, “BNSF RAILWAY COMPANY” and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Agency may participate in BNSF’s Blanket Railroad Protective Liability Insurance Policy if available to Agency or its contractors. The limits of coverage are the same as above.
11. Agency hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from Agency property to BNSF tracks for maintenance purposes.

12. Agency must provide one set of as built plans (prepared in **English Units**) to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Structure and identifying the software used for the CAD drawings. The "as built plans" must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.

13. Subject to the restrictions imposed by Article IV, Section 9 above and in accordance with the requirements of Article II, Section 9 above, Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **INSPECTION OR MAINTENANCE** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.

14. In the event that BNSF shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad, BNSF shall, at its expense, have full right to make such changes or additions, provided such changes or additions do not change or alter the Structure herein proposed to be constructed and provided further, however, that should it become necessary or desirable in the future to change, alter, widen or reconstruct the Structure to accommodate railroad projects, the cost of such work, including any cost incidental to alteration of railroad or highway facilities made necessary by the alteration of the Structure shall be the sole responsibility of Agency.

15. Agency may, at Agency's sole expense, alter or reconstruct the highway components of the Structure if necessary or desirable, due to traffic conditions or pedestrian or other recreational traffic, provided, however, that any such alteration or reconstruction must receive BNSF's prior written approval as evidenced by either a supplement to this Agreement, or execution of a new agreement that provides for the termination of this Agreement. Furthermore, any alteration or reconstruction of the highway components of the Structure will be covered by a Commission Order.

16. Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as
well as the State of Missouri and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.

17. The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.

18. In the event construction of the Project does not commence within 24 months of the Effective Date, this Agreement will become null and void.

19. Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

20. To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

21. This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.

23. Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF Railway Company: BNSF's Manager of Public Projects

[Signature]

[Signature]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

By: ____________________________

Printed Name: ____________________

Title: ____________________________

WITNESS:

________________________________

AGENCY

CITY OF Rolla Missouri

By: ____________________________

Printed Name: ____________________

Title: ____________________________

WITNESS:

________________________________
Exhibit A

Project Drawings

FINAL PLANS FOR PROPOSED
ROUTE 72
THE CITY OF ROLLA, MO
PHelps COUNTY
SEC 10, TWP 37 N, RGE 8 W

INDEX OF SHEETS

DESIGN DESIGNATION
DESIGNER: M. W. C. A.

CONVENTIONAL SYMBOLS

INDEX OF SHEETS

PROJECT LOCATION
EXTEND ROUTE 72 WITH NEW BRIDGE
OVER FRR BRIDGE, PAVING

NOT TO SCALE

LENGTH OF PROJECT

SWIM. D&D

SHEETS

INCH.

NOTE. D&D

MEASURED.

SHEETS

MEASURED.

NOT TO SCALE

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EASEMENT AGREEMENT

FOR CONSTRUCTION OF A SEPARATED GRADE CROSSING
(Overpass Agreement)

THIS EASEMENT AGREEMENT FOR CONSTRUCTING A NEW CROSSING AT SEPARATED GRADES ("Easement Agreement") is made and entered into as of the ____ day of __________ 2017 ("Effective Date"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor"), and the ("Grantee").

A. Grantor owns or controls certain real property situated at or near the vicinity of Rolla, County of Phelps, State of Missouri, at BNSF Line Segment 1002 Mile Post 111.7, [Project BF10011035], as described or depicted on Exhibit "A" attached hereto and made a part hereof (the "Premises")

B. Grantor and Grantee have entered into that certain Overpass Agreement dated as of _______________________________________ concerning improvements on or near the Premises (the "Overpass Agreement").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the Overpass Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the Overpass Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1  Granting of Easement.
1.1 **Easement Purpose.** The "Easement Purpose" shall be for the purposes set forth in the Overpass Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "Improvements" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the Overpass Agreement.

1.2 **Grant.** Grantor does hereby grant unto Grantee a non-exclusive easement ("Easement") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "Laws"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the Overpass Agreement.

1.3 **Reservations by Grantor.** Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

   (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "Lines") upon, over, under or across the Premises;

   (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

   (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

**Section 2  Term of Easement.** The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. The term of the Temporary Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is 12 Months after the Effective Date or completion of the project, whichever occurs first.

**Section 3  No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor’s ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an
inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE’S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR’S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor’s rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor’s rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee’s Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor’s Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor, and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "Other Improvements"), Grantee will be responsible at Grantee’s sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with
their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee
must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the
field in order to verify their locations. Grantee must also use all reasonable methods when working on or near
Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may
exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to
cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises,
said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee
and local laws and regulations and abate any and all hazard of fire.

Section 6  Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other
charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-
governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the
Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount
prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental
to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall
become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor,
including all of Grantor's legal fees and expenses.

Section 7  Environmental.

7.1  Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and
local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation
and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials
Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
and the Toxic Substances Control Act (collectively referred to as the "Environmental Laws"). Grantee shall
not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those
terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer
the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances"
may now or in the future be defined by any Environmental Laws.

7.2  Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource
Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation
of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing
Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly
respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all
measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or
violation.

7.3  Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a
release or violation of Environmental Laws which occurred or may occur during the term of this Easement
Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this Section 7. Should Grantee not comply fully with the above-stated obligations of this Section 7, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in Section 9.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.
8.3 **Effect of Termination or Expiration.** Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by Section 9.

8.4 **Non-exclusive Remedies.** The remedies set forth in this Section 8 shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the Overpass Agreement, at law or in equity.

**Section 9  Surrender of Premises.**

9.1 **Removal of Improvements and Restoration.** Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

(a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

(b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;

(c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

(d) leave the Premises in the condition which existed as of the Effective Date.

9.2 **Limited License for Entry.** If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.
Section 10  **Liens.** Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to Section 6. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11  **Tax Exchange.** Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as **Exhibit C**, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12  **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the Overpass Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13  **Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the "Memorandum of Easement") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within ____ days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14  **Miscellaneous.**

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of [Texas] without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and
agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys’ fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee’s use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee’s use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee’s obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

ADMINISTRATIVE FEE

15. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Agreement signed by Grantee to Grantor’s Broker a processing fee in the amount of $2,000.00 over and above the agreed upon Acquisition Price. Said fee shall be made payable to BNSF Railway Company by a separate check.
Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _________________________________
Name: _______________________________
Title: _______________________________

GRANTEE:

City of Rolla,

a political subdivision of the State of Missouri

By: _________________________________
Name: _______________________________
Title: _______________________________
EXHIBIT "A-1"

Premises

DESCRIPTION

Temporary Construction Easement No. 1

A temporary construction easement in a fractional part of the Northeast Quarter of the Southeast Quarter of Section 10, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Southeast Corner of Lot 104 of Railroad Addition, Rolla, Missouri: Thence North 0°15'40" East, 680.60 feet along the East line of said Lot 104 to the easterly right of way of the BNSF Railroad, the true point of beginning of the hereinafter described easement: Thence South 28°49'40" West, 29.02 feet along said easterly right of way; thence North 61°27'40" West, 58.32 feet; thence South 28°36'20" West, 31.94 feet; thence North 79°27'40" West, 149.35 feet to the westerly right of way of the aforesaid BNSF Railroad; thence North 28°49'40" West, 37.74 feet along said westerly right of way; thence South 79°27'40" West, 64.11 feet; thence South 0°22'40" West, 30.19 feet; thence South 81°47'50" East, 69.62 feet; thence North 28°49'40" East, 45.85 feet; thence South 76°14'10" East, 56.98 feet to the aforesaid easterly right of way of the BNSF Railroad; thence South 0°15'40" West, 9.53 feet along said easterly right of way to the true point of beginning. Per plat of survey J-2207D, revised November 21, 2017, by CM Archer Group, P.C.

DESCRIPTION

Temporary Construction Easement No. 2

A temporary construction easement in a fractional part of the Northeast Quarter of the Southeast Quarter of Section 10, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Southeast Corner of Lot 104 of Railroad Addition, Rolla, Missouri: Thence North 0°15'40" East, 680.60 feet along the East line of said Lot 104 to the easterly right of way of the BNSF Railroad; thence South 28°49'40" West, 130.85 feet along said easterly right of way to the true point of beginning of the hereinafter described easement: Thence continuing South 28°49'40" West, 43.71 feet along said easterly right of way; thence North 83°07'50" West, 31.40 feet; thence North 6°52'10" East, 34.54 feet; thence westerly, 75.50 feet along the arc of a curve, concave northerly with a radius of 2047.33 feet, the chord of which is North 81°08' West, 75.49 feet; thence South 28°33'20" West, 31.22 feet; thence North 82°42'20" West, 93.69 feet to the westerly right of way of the aforesaid BNSF Railroad; thence North 28°49'40" East, 43.28 feet along said westerly right of way; thence South 61°27'40" East, 85.77 feet; thence North 28°33'20" East, 24.97 feet; thence South 83°07'50" East, 123.29 feet to the true point of beginning. Per plat of survey J-2207D, revised November 21, 2017, by CM Archer Group, P.C.
EXHIBIT "B-1"

MEMORANDUM OF EASEMENT
MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this ______ day of_________________ 201_, by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Grantor"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and City of Rolla, Missouri, ("Grantee"), whose address for purposes of this instrument is 901 North Elm Street, Rolla, MO 65401, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Phelps County, Missouri as described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated ____________________________, 201_ (the "Easement Agreement") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "Easement"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.
The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: ________________________________

Name: ________________________________

Title: ________________________________

STATE OF TEXAS

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of __________________, 201__, by ________________________________ (name) as ________________________________ (title) of BNSF RAILWAY COMPANY, a Delaware corporation.

____________________________________

Notary Public
My appointment expires: ________________

(Seal)

GRANTEE:
City of Rolla ____________________________, a political subdivision of the State of Missouri

By: _________________________________
Name: ______________________________
Title: ______________________________
This instrument was acknowledged before me on the ______ day of _______________________, 201_, by ______________________________________ (name) as ___________________________________________ (title) of ________________________________________________, a ____________________________________________________.

______________________________________________
Notary Public

My appointment expires: ________________________

(Seal)
Exhibit "A"

DESCRIPTION

Permanent Easement

A permanent easement in a fractional part of the Northeast Quarter of the Southeast Quarter of Section 10, Township 37 North, Range 8 West of the 5th P.M. described as follows: Commencing at the Southeast Corner of Lot 104 of Railroad Addition, Rolla, Missouri: Thence North 0°15'40" East, 680.60 feet along the East line of said Lot 104 to the easterly right of way of the BNSF Railroad; thence South 28°49'40" West, 29.02 feet along said easterly right of way to the true point of beginning of the hereinafter described easement: Thence continuing South 28°49'40" West, 101.83 feet along said easterly right of way; thence North 83°07'50" West, 123.29 feet; thence South 28°33'20" West, 24.97 feet; thence North 61°27'40" West, 85.77 feet to the westerly right of way of the aforesaid BNSF Railroad; thence North 28°49'40" East, 94.23 feet along said westerly right of way; thence South 79°27'40" East, 149.35 feet; thence North 28°36'20" East, 31.94 feet; thence South 61°27'40" East, 58.32 feet to the true point of beginning. Per plat of survey J-2207D, revised November 21, 2017, by CM Archer Group, P.C.
EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- 1.01.01 The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of

- 1.01.02 The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

- 1.01.03 The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- 1.01.04 The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:
1.01.05 The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

1.01.06 The Contractor must notify (Agency) at ( ) and Railway's Manager Public Projects, telephone number ( ) at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _________.

1.01.07 For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

1.01.08 Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor
Safety Orientation, found on the website www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway’s Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the website or from the Railway’s Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor’s operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway’s Division Engineer at (______) and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway’s Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
  - 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
  - 25’ Horizontally from centerline of nearest track
  - 23’ 6” Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor’s operations must be submitted to the Railway and to the (Agency) and must not be undertaken until approved in writing by the Railway, and until the (Agency) has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor’s work is delayed pending Railway approval, and/or the State Regulatory Authority’s approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for
protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by (Agency) for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

### 1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion a) to be on Railroad's
property, or b) that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad’s Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.everifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad’s designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor’s employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad’s opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad’s operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway’s Roadmaster (telephone _______) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger’s position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway’s Project Representative, Railway flagger will be required and furnished when Contractor’s work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25 feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
  - **1.05.02a** When, upon inspection by Railway’s Representative, other conditions warrant.
• 1.05.02b When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

• 1.05.02c When work in any way interferes with the safe operation of trains at timetable speeds.

• 1.05.02d When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

• 1.05.02e Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

• 1.05.03 Flagging services will be performed by qualified Railway flaggers.

• 1.05.03a Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

• 1.05.03b Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

• 1.05.03c The cost of flagger services provided by the Railway will be borne by (Agency). The estimated cost for one (1) flagger is approximately between $800.00-$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

• 1.05.03d The average train traffic on this route is ______ freight trains per 24-hour period at a timetable speed ______ MPH and ______ passenger trains at a timetable speed of ______ MPH.

1.06 Contractor General Safety Requirements

• 1.06.01 Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker
Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway’s flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway’s Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway’s representative in charge of the project must be notified. A minimum of two employees must be present at all times.

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway’s Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway’s Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway’s representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway’s Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway’s Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway’s representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. *(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)*
• 1.06.09 THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

• 1.06.10 Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

• 1.06.11 Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

• 1.06.12 All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be: 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

• 1.07.01 Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact BNSF's Field Engineering Representative (______________). All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.

• 1.07.02 The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
• **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

• **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

### 1.08 Hazardous Waste, Substances and Material Reporting:

• **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately:
  (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery:
  (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

### 1.09 Personal Injury Reporting

• **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.
NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- Passenger on train (C)
- Non-employee (N) (i.e. emp of another railroad or non-BNSF emp involved in vehicle accident, including company vehicles)
- Contractor/safety sensitive (F)
- Contractor/non-safety sensitive (G)
- Volunteer/safety sensitive (H)
- Volunteer/other non-safety sensitive (I)
- Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- Non-trespasser (J) - Off railroad property

If train involved, Train ID: ____________________________

Transmit attached information to Accident/Incident Reporting Center by: Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name) ____________________________________________________________________________

(Employee No.) ____________________________________________________________________

(Phone #) __________________________________________________________________________

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

[VI.A.46]
NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: ____________________________ 2. Date: ____________________________ 3. Time: ____________________________


(if non BNSF location)

Mile Post / Line Segment: ____________________________

5. Driver’s License No (and state) or other ID: ____________________________ SSN (required): ____________________________

6. Name (last, first, mi): ____________________________

7. Address: ____________________________ City: ____________________________ St: ____________________________ Zip: ____________________________

8. Date of Birth: ____________________________ and/or Age: ____________________________ Gender: ____________________________

(if available)

9. Phone Number: ____________________________ Employer: ____________________________

10. Body Part: ____________________________ (i.e., Hand, etc.)

11. Injury: ____________________________ (i.e., Laceration, etc.)

12. Treatment.

☐ First Aid Only

☐ Required Medical Treatment

☐ Other Medical Treatment

13. Dr. Name: ____________________________ Date: ____________________________

14. Dr Address:

Street: ____________________________ City: ____________________________ St: ____________________________ Zip: ____________________________

15. Hospital Name: ____________________________

16. Hospital Address:

Street: ____________________________ City: ____________________________ St: ____________________________ Zip: ____________________________

17. Diagnosis: ____________________________

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

17A. 47.
Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

Railway File: __________________________________________

Agency Project: _________________________________________

[Insert contractor's legal name here] (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated ___________, 201_, with the City of Rolla for the performance of certain work in connection with the following project: _________________________________________. Performance of such work will necessarily require Contractor to enter BNSF RAILWAY COMPANY (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the City of Rolla (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY
THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway’s discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway’s discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney’s fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY’S ACTS OF NEGLIGENCE.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) **TERM**

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) **INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:
A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $5,000,000 each occurrence and an aggregate limit of at least $10,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers’ compensation and employers’ liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railway employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired
The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- Additional insured endorsement in favor of and acceptable to Railway.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.

A. Railroad Protective Liability insurance naming only the Railway as the insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railway prior to performing any work or services under this Agreement
- Definition of “Physical Damage to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in
any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railway for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of Railway. If granted by Railway, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all Railway liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to Railway an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company  
c/o CertFocus  
P.O. Box 140528  
Kansas City, MO 64114  
Toll Free: 877-576-2378  
Fax number: 817-840-7487  
Email: BNSF@certfocus.com  
www.certfocus.com
Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.

Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, Railway shall mean “Burlington Northern Santa Fe LLC”, “BNSF Railway Company” and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway (“Sales Taxes”), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; provided, however, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway’s own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be
1) **EXHIBIT “C” CONTRACTOR REQUIREMENTS**

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit “C” attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

2) **TRAIN DELAY**

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway’s ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway’s records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time
of performance by the Contractor hereunder will be used to calculate the actual costs cf train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway’s representative (_______) (___) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor’s expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor’s work so as to not cause any delays to any trains.
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF Railway Company

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EXHIBIT D

[Insert Cost Estimate for Railroad Work here]
Mr. Steve Hargis  
City of Rolla Missouri  
901 North Elm Street  
Rolla, MO 65401

Re: Final Approval of Plans and Specifications dated October 2, 2017, drafted by HNTB Corporation (hereinafter called, the “Plans and Specifications”)

Dear Mr. Steve Hargis:

This letter serves as BNSF RAILWAY COMPANY’s (“BNSF”) final written approval of the Plans and Specifications covering the construction of Route 72 overpass in Rolla, Missouri. This final written approval is given to the City of Rolla (“Agency”) pursuant to Article III, Section 1 of that certain Underpass Agreement between BNSF and Agency, dated __________, 20___, which this Exhibit E is attached to and made a part thereof.

If the Plans and Specifications are revised by Agency subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Agency must resubmit said Plans and Specifications to BNSF for final written approval.

It is understood that the approvals contained in this letter do not cover, the approvals of plans and specifications for any falsework, shoring, and demolition that may be subsequently submitted to BNSF by CITY or its contractor for approval.

BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design of the project.
Regards,

John Caufield
Manager of Public Projects
BRIDGE DESIGN, PLANS & SPECIFICATIONS:

Except for the design of temporary falsework and shoring, BNSF review of the Structure plans will be limited to the vertical and horizontal clearances, sight distance for existing train signals, foundation dimensions and drainage characteristics as they relate to existing and future tracks. BNSF will not review structural design calculations for the permanent Structure unless a member or members are influenced by railroad live loads.

Temporary falsework and shoring plans and calculations must be reviewed and approved by BNSF prior to beginning construction. The Agency shall perform an independent review of the design calculations for temporary falsework and shoring prior to submitting them to BNSF for approval. Temporary construction clearances must be no less than 15 feet measured horizontally from the centerline of the nearest track and 21 feet-6 inches measured vertically from the top of rail of the most elevated track to the bottom of lowest temporary falsework member. State regulatory agencies may have more restrictive requirements for temporary railroad clearances.

For the permanent Structure, the Agency will submit plans showing the least horizontal distance from the centerline of existing and future tracks to the face of the nearest member of the proposed Structure. The location of the least horizontal distance must be accurately described such that BNSF can determine where it will occur in both the horizontal and vertical plane. If the permanent member is within 25 feet of the nearest track (or future track), collision walls shall be incorporated into the permanent Structure design according to American Railway Engineering and Maintenance Association Manual of Recommended Practice - Chapter 8 - Article 2.1.5.

For the permanent Structure, the Agency will submit plans showing the least vertical clearance from top of the most elevated rail of existing and future tracks to the lowest point of the proposed Structure. A profile of the existing top of rail elevation shall be plotted on the bridge plans. The profile shall extend for 500 feet in each direction of the proposed overpass and a separate profile shall be plotted for each track. If the existing top of rail profile(s) is not uniform such that a sag exists in the vicinity of the proposed Structure, the permanent Structure vertical clearance shall be increased sufficiently to accommodate a raise in the track profile to remove the sag. Prior to beginning construction of the permanent Structure, the top of rail elevations should be checked and verified that they have not changed from the assumed elevations utilized for the design of the bridge.

Prior to issuing any invitation to bid on construction of the Structure, the Agency should conduct a pre-bid meeting where prospective Providers have the opportunity to communicate with BNSF personnel regarding site specific train speeds, train
density, and general safety requirements for men and equipment working near live tracks. Any invitation to bid and specifications for the Structure must be submitted to BNSF for review and approval prior to letting of bids for the Project.

BRIDGE CONSTRUCTION:

After awarding the bid, but prior to the Provider entering BNSF’s right-of-way or property, the Agency should conduct a pre-construction meeting with BNSF personnel in attendance to reiterate the safety requirements of construction activity adjacent to live tracks.

During construction, BNSF may require an independent engineering inspector to be present during certain critical activities of the Project, including but not limited to: driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. The Agency shall reimburse BNSF for all costs of supplemental inspection services.

Within 90 days of the conclusion of the Project and final acceptance by BNSF, the Agency will provide BNSF with a complete electronic set of the bridge plans labeled “As Built”. Those plans will reflect any and all deviations from the original plans that occurred during construction. The “As Built” plans will be submitted in Micro Station *.dgn electronic format (preferred) or AutoCAD *.dwg format. Electronic plans are to be submitted in the original format used for CAD plan preparation and not converted to another format prior to submission. Actual measured “as constructed” clearances shall be shown as well as depth, size and location of all foundation components. The plans shall show dimensioned locations of existing and relocated utilities.

BRIDGE MAINTENANCE:

The Agency will be responsible for maintenance and repair of the Structure including the earth retention components, embankment slopes, erosion control, surface drainage, fencing, deck drains, landscaping, paint, walkways, handrails, lighting, and other improvements associated with the Project.

Fencing and other pedestrian access controls within BNSF’s right-of-way and incorporated into the Project shall be designed and maintained by the Agency. Trespasser control shall be the responsibility of the Agency. Graffiti removal will be the responsibility of the Agency.

BRIDGE INSPECTION:
The Agency will conduct annual routine structural inspections. In the event of an earthquake, fire, flood, damage from vehicular impacts or other emergent situations, the Agency will provide an immediate inspection by qualified personnel and notify BNSF of damage that may affect safe passage of trains. If necessary the Agency will embargo weights or provide lane closures or other such measures to protect the structural integrity of the Structure such that there can be continuous safe passage of trains until repairs are made.

**BRIDGE ALTERATIONS:**

Except as provided otherwise by this Agreement, there will be no alterations made to the Structure that will alter the railroad vertical or horizontal clearances provided by the original design. Pipelines will be not be added or attached to the Structure without first submitting plans and calculations to BNSF for review and approval.
Exhibit G

Route 72 Grade Separation Project

Estimated Total Project Cost