Open Citizen Comment Procedure

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

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

Rolla City Council Meeting
Tuesday, February 20, 2018
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Walt Bowe

I. PUBLIC HEARINGS
None.

II. SPECIAL PRESENTATIONS
A) Rolla Municipal Utilities (RMU) FY 2018 First Quarter Report –
   (RMU General Manager Rodney Bourne)

III. OLD BUSINESS
A) Ordinance Enacting a Bicycle Pedestrian Advisory Committee –
   (Public Works Director Steve Hargis) – Final Reading
B) Ordinance Enhancing Public Notification Requirements for Land Use Action
   Proposals – (City Planner James Shields) – Final Reading

IV. NEW BUSINESS
A) Ordinance Vacating all of Asher Street & Portions of Joyce Avenue and 12th Street
   (PCRMC) – (City Planner James Shields) – First Reading
B) Motion Approving Use of Rolla National Airport Fields for Greek Week Games Sept. 15 and
   22, 2018, with Proper Beer Sales (City Administrator John Butz) – Motion
C) Resolution Authorizing the Mayor to Execute an Agreement with Piper Jaffray & Co. for
   Financial Advisory Services – (City Administrator John Butz) - Motion
D) Motion Authorizing the Mayor to Enter into a Contract for Services with Missourians for
   Monarchs for Assorted Landscaping/Beautification Efforts –
   (Public Works Director Steve Hargis) – Motion
E) Resolution Authorizing the Mayor to Enter into a Contract Agreement with Oakley Services,
   Inc. for a Power Generator System for the Police Dept. – (Police Chief Sean Fagan) - Motion
V. CLAIMS and/or FISCAL TRANSACTIONS
   A) Motion Awarding Bid for Police Dept. HVAC System, and; a Resolution Authorizing the Mayor to Enter into a Contract with Air Comfort Services, Inc., for Same – (Police Chief Sean Fagan) – Motion/Resolution
   B) Motion Awarding Bid for Williams Road Storm Sewer Project #467 – (Public Works Director Steve Hargis) – Motion

VI. MAYOR/CITY COUNCIL COMMENTS
   A) Motion Reappointing Mr. Steve Bowles to the Tax Increment Financing Commission (TIF) (February 2022) – Motion
   B) Motion Appointing Ms. Laura Stoll to the Board of Adjustment to Replace Mr. Jonathan Hines (August 2022) (1st Term) - Motion
   C) Motion Reappointing Mr. Michael Flowers as an Alternate to the Board of Adjustment – (May 2022) (2nd Term) - Motion
   D) Motion Appointing Ms. Rachel J. White to the Library Board to Replace Mr. Paul McMahon (May 2021) - Motion

VII. CITIZEN COMMUNICATION
   A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

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

X. ADJOURNMENT
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<td>Reliability Statistics</td>
<td>9-11</td>
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<td>12</td>
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</table>
A STATEMENT BY THE BOARD OF PUBLIC WORKS

The Electric Power and Water System of the City of Rolla will be known as the ROLLA MUNICIPAL 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 present.

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 competition with local Electric Service men.

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

Rolla Board of Public Works

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

OPERATING INCOME and EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>1st Quarter FY 2017</th>
<th>1st Quarter FY 2018</th>
<th>CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATING REVENUES</td>
<td>$6,985,375</td>
<td>$7,163,342</td>
<td>$177,967</td>
</tr>
<tr>
<td>OPERATING EXPENSES</td>
<td>($7,421,137)</td>
<td>($7,260,821)</td>
<td>($160,316)</td>
</tr>
<tr>
<td>OPERATING INCOME</td>
<td>($435,762)</td>
<td>($97,479)</td>
<td>($338,283)</td>
</tr>
<tr>
<td>OTHER INCOME &amp; EXP.</td>
<td>$120,886</td>
<td>$102,843</td>
<td>($18,043 )</td>
</tr>
<tr>
<td>NET INCOME</td>
<td>($314,876)</td>
<td>$5,364</td>
<td>$320,240</td>
</tr>
</tbody>
</table>

Upon completion of the first quarter of FY 2018, Operating Revenues are up $177,967 as compared to last year. Operating Expenses are down ($160,316) for the same period resulting in an Operating Income of ($97,479), which is up $338,283. When combined with miscellaneous income and expenses, RMU experienced a Net Income of $5,364, which is up $320,240 as compared to the first quarter of FY2017.
STATUS OF PENDING PROJECTS

ELECTRIC DEPARTMENT

- ELECTRICAL EXTENSIONS/UPGRADES


  o 12kV Distribution System Connection between Old St. James Road and Nagagomi Substation – Conversion of 4kV electric distribution system to 12kV. Started, February 23, 2017. Ongoing.


- Multi-unit residential development; 12th and Iowa Streets — Replace existing transformer. Started and completed, December 6, 2017.
WATER DEPARTMENT

- WATER MAIN INSTALLATION
  - Meriweather Court – Replaced 6" and 8" water main with 8" PVC. Installed 20' of 6" PVC, 760' of 8" PVC. Started, October 13, 2017. Completed, November 2, 2017.
  - Well #13 – Chlorine feed line inside well house broke and damaged electric equipment, including motor starter. Diagnosing damage and undertaking repairs. Started, November 26, 2017. Ongoing.
  - Water meter conversion – Install being performed by RMU staff and City of Rolla wastewater department. Started, November 20, 2017. Ongoing. To date 1,169 meter conversions have been completed.
  - Carriage Lane to Lions Club Drive; Water distribution extension – Installed 8" PVC, 100' of 6" PVC, 300' of 8" PVC, and 2 fire hydrants. Started, November 22, 2017. Completed, December 5, 2017. Ongoing.
  - Bridge School Road – 8" water main replaced with 12" PVC in conjunction with the Highway 72 extension. Started, December 13, 2017. Ongoing.
  - Wells 4, 6, and 12 – Roof replacement.

- (8) WATER TAPS
- (38) FIRE HYDRANTS

FIBER/SCADA

- Settings for electric substation breakers operation – Staff reviewing settings for transformer protection, breaker trip, and SCADA alarm settings.
MISCELLANEOUS

- TRAINING
  - MPUA Apprentice Lineman Program – Final testing on December 1, 2017 held in Columbia, MO. 2-3rd year Apprentice Linemen and 1-1st year Apprentice Lineman attended and passed test.
  - eReliability Tracker Service Interruption Cost Report; APPA Webinar held November 28, 2017 – 1 RMU employee attended.
  - MPUA Emergency Preparedness Tabletop Exercise held January 19, 2018 in Columbia, MO with 2 RMU employees attending.

- MoPEP/MJMEUC UPDATES
  - MoPEP Renewable Energy Subcommittee met in October with MPUA staff members to review renewable energy assets and to determine the parameters for renewable energy pilot programs. Currently, MoPEP’s solar energy program is focused on recovering some of the extra costs of existing solar resources before investing in more solar projects. 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.
  - MPUA organized a "Disaster in a Box" exercise. Two RMU staff members attended.
  - Mutual aid assistance has been dispatched to Puerto Rico and the US Virgin Islands. Missouri crews are currently in St. John’s. A request was made for 1,050 additional linemen for Puerto Rico.
  - Structure for the $41M VW settlement will be coming out next year. Missouri Governor has the final say, but state utilities are requesting $6M for electric car charging stations to be constructed along the state’s major highway corridors with Rolla being a potential location.
  - MPUA hopes to finalize the solar communities retail offering by early Spring, 2018.
  - MJMEUC and MoPEP authorized a combined $67M in advanced refunding for Prairie State and Fredericktown. This is to obtain savings, but also to avoid the new tax bill potentially curtailing tax exemptions for these types of refunding activities.
  - MPUA expects a large number of legislative activities at both Federal and State levels. Major topics at the Federal level are expected to include, Cyber and Physical Security with new requirements likely for many industries including utilities. State legislation topics will include how cities can regulate the locating of small cell wireless antenna systems and how pole owners can charge for locating these systems on utility owned poles. Other topics will include Prevailing Wage and New Metering.

- ANNUAL AUDIT
  - The FY2017 Audit was presented during regular session at December 29th monthly Board meeting. The presentation by Tammy Alsop of Hochschild, Bloom and Company, LLP, stated RMU received an “unmodified opinion” which is the best that can be given.
RELIABILITY STATISTICS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ASAI</td>
<td>99.9998%</td>
<td>99.9975%</td>
<td>99.9942%</td>
</tr>
<tr>
<td>CAIDI</td>
<td>17.719 min</td>
<td>14.538 min</td>
<td>22.26 min</td>
</tr>
<tr>
<td>SAIDI</td>
<td>51.476 min</td>
<td>18.075 min</td>
<td>29.933 min</td>
</tr>
<tr>
<td>SAIFI</td>
<td>2.9</td>
<td>1.243</td>
<td>1.345</td>
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</tbody>
</table>

ASAI – Average Service Availability Index (customer minutes available/total customer minutes, as a %)

CAIDI – Customer Average interruption Duration Index (average minutes interrupted per interrupted customer)

SAIDI – System Average Interruption Duration Index (average minutes interrupted per customer for all customers)

SAIFI – System Average Interruption Frequency Index (# of short interruptions per customer for all customers)

2017 data excludes outages and events caused by Failure of Greater Transmission system that is beyond control of RMU.

2017 data excludes outages less than 6 seconds or extended outages as per IEEE 1336.

<table>
<thead>
<tr>
<th>Outage Causes</th>
<th>'08</th>
<th>'09</th>
<th>'10</th>
<th>'11</th>
<th>'12</th>
<th>'13</th>
<th>'14</th>
<th>'15</th>
<th>'16</th>
<th>'17</th>
<th>Change '16-'17</th>
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</thead>
<tbody>
<tr>
<td>Power Supply</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>45</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>4</td>
<td>100%</td>
</tr>
<tr>
<td>Equipment</td>
<td>24</td>
<td>32</td>
<td>34</td>
<td>42</td>
<td>29</td>
<td>19</td>
<td>31</td>
<td>13</td>
<td>15</td>
<td>15</td>
<td>0%</td>
</tr>
<tr>
<td>Natural</td>
<td>81</td>
<td>35</td>
<td>63</td>
<td>53</td>
<td>50</td>
<td>38</td>
<td>62</td>
<td>43</td>
<td>50</td>
<td>67</td>
<td>34%</td>
</tr>
<tr>
<td>Utility Human Error</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>-100%</td>
</tr>
<tr>
<td>Non-Utility Incident</td>
<td>15</td>
<td>10</td>
<td>2</td>
<td>17</td>
<td>4</td>
<td>13</td>
<td>7</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0%</td>
</tr>
<tr>
<td>Unknown</td>
<td>3</td>
<td>10</td>
<td>14</td>
<td>11</td>
<td>26</td>
<td>11</td>
<td>16</td>
<td>26</td>
<td>26</td>
<td>17</td>
<td>-35%</td>
</tr>
<tr>
<td>Totals</td>
<td>124</td>
<td>89</td>
<td>117</td>
<td>138</td>
<td>111</td>
<td>84</td>
<td>117</td>
<td>86</td>
<td>96</td>
<td>104</td>
<td>8%</td>
</tr>
</tbody>
</table>

Scheduled outages NOT included.
Statistics based on calendar year.
RELIABILITY STATISTICS

[Bar chart showing reliability statistics from 2008 to 2017 for categories such as Power Supply, Equipment, Natural, Utility Human Error, Non-Utility Incident, and Unknown incidents.]
Customers wait in the dark less time than investor-owned systems. RMU's CAIDI for calendar year 2017 is 29.933 minutes.

*2016 Date (Latest available information from report of MoPSC)
WATER STATISTICS

<table>
<thead>
<tr>
<th>OUTAGE CAUSES</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Main Break</td>
<td>12</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Hole in Water Main</td>
<td>31</td>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>Split in Water Main</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Fitting Failure</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Service Line Break</td>
<td>9</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>Service Line Replacement</td>
<td>4</td>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>Fire Line Break</td>
<td>2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Valve Repair/Replacement</td>
<td>6</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Installation Fitting</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Storage Facility Outage</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Unknown</td>
<td>2</td>
<td>3</td>
<td>0</td>
</tr>
</tbody>
</table>

2015: 13.37% estimated water loss
2016: 20.46% estimated water loss
2017: 13.61% estimated water loss
66% PVC Water Main as of 02/13/18
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Bicycle Pedestrian Advisory Committee

BUDGET APPROPRIATION: DATE: 02/20/18

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

COMMENTARY:

Attached is the Department’s proposed Master Plan for Bicycle and Pedestrian facilities for the Rolla community.

Over the past 20 years the City’s network of sidewalks has grown from just over 20 miles to 76 miles. In addition 12 miles of shared use paths have been developed primarily along linear parks in the southern portion of the City. According to our UTC Direction Finder these shared use paths consistently rate high in satisfaction with City residents.

In the fall of 2017 the Department made an application for bicycle friendly status to the League of American Bicyclists. We received honorable mention along with Jefferson City, Missouri. Missouri has seven communities who have been recognized as bicycle friendly. Missouri ranks 32nd out of the 50 states on the state bicycle friendly report card.

Attached is our report card for Rolla. Suggested areas of improvement include the creation of an official Bicycle and Pedestrian Committee (BPAC).

Attached is a staff-prepared suggested ordinance establishing a City of Rolla Bicycle/Pedestrian Advisory Committee. Also included is a City of Rolla Bicycle/Pedestrian Advisory Committee By-laws, Rules and Responsibilities document. Lastly is a proposed Purpose, Duties, Responsibility and Requirement sheet to be used in the recruitment of members.

Each member will be appointed by the Mayor and approved by City Council. We will be searching for applicants in the following areas of interest:

- City Planning
- Parks and Recreation
- Rolla Public Schools
- Community Pedestrian Advocates
- Law Enforcement
- Missouri S&T
- Rolla City Council
- Community Bicycling Advocates

The Director of Public Works will serve as a non-voting ex-officio member.

Staff is requesting the Final Reading of the Ordinance. If passed, we will begin selection of interested community members.

Staff recommends approval.

ITEM NO. III - A
ORDINANCE NO. ____________

AN ORDINANCE ENACTING A NEW ARTICLE VII. BICYCLE PEDESTRIAN ADVISORY COMMITTEE, NEW SECTIONS 36-100 THROUGH 36-105, IN LIEU THEREOF, PERTAINING TO THE BICYCLE PEDESTRIAN ADVISORY COMMITTEE.

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

Section 1: That Article VII. Bicycle Pedestrian Advisory Committee, Sections 36-100 through 36-105 of the General Ordinances of the City of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, are hereby enacted in lieu thereof to read as follows:

ARTICLE IV. BICYCLE PEDESTRIAN ADVISORY COMMITTEE

Division. 1. Bicycle Pedestrian Advisory Committee (BPAC)

Sec. 36-100. Duties.

There is hereby established the Bicycle Pedestrian Advisory Committee of the City of Rolla (also known as the BPAC).

The duties of the BPAC shall include, but are not limited to, the following:

a) Promote the development and maintenance of the City's bikeway and pedestrian facilities by maintaining existing street pavements, removing sidewalk trip hazards, connecting missing links in the sidewalk network, achieving ADA compliance, developing a Street Bicycle Route Network, and expanding the Multi-Use Path Network,

b) Promote, through education, bicycling and walking as an alternative means of transportation; and

c) Ensure sensitivity to bicycle, pedestrian, and disabled transportation issues in the design and implementation of public works projects which impact bicycles and pedestrians.

Sec. 36-101. Members.

Bikepath Pedestrian Advisory Committee Members

a) The BPAC shall consist of eight (8) voting members representing various departments and organizations (i.e. city, law enforcement, schools, community, etc.).

b) The Public Works Director will act as an ex officio, non-voting member of the BPAC. Other members shall be approved by consent of the City Council. The Public Works Director shall transmit no less than annually to the Mayor and City Council all pertinent information regarding committee meetings.
Ordinance No. ____________
Page 2

c) All eight (8) voting members of the BPAC shall cast votes. In case of a tie, the Chairperson shall cast the deciding vote. A quorum is defined as a majority of the voting membership.

d) An annual meeting of the BPAC shall be held in the month of January, and the officers of the committee shall be elected at that meeting.

e) Members shall be appointed for three (3) year terms except upon initial formation two members shall serve for 1 year, three members shall serve for 2 years, and three members shall serve 3 years.

f) The failure to support the BPAC through active participation at its meetings may be cause for removal. (Active participation is defined as attending all scheduled meetings with an allowance of three (3) meetings missed per year). The Chairman shall contact those missing three (3) scheduled meetings. At the next meeting, the Chairman shall report to the BPAC and may recommend removal from the committee of such a member.

g) When a vacancy occurs, the Chairperson shall notify the committee that a vacancy does exist. In case of a vacancy due to death, resignation or disqualification, the unexpired term shall be filled by an appointment by the Mayor with approval of the City Council.

Sec. 36-102. Officers.

The Bicycle Pedestrian Advisory Committee shall elect its own officers in accordance with the following guidelines:

(a) Officers elected shall include:

Chairperson: Duties are to preside at all meetings of the BPAC. He or she shall be a member ex-officio of all Standing and Special Committees except in the event of a tie, in which case the Chairperson will have the deciding vote. In case a vacancy occurs in the office of the Chairperson, the Vice-Chairperson shall become Chairperson and a new Vice Chairperson shall be elected.

Vice-Chairperson: The Vice-Chairperson shall fulfill the duties of the Chairperson when the latter, for any reason, is unable to act in his/her capacity as Chairperson.

Ex Officio Director: The Public Works Director for the City of Rolla shall be the ex officio Director and shall be a non-voting member.

Committee Coordinator: The Committee Coordinator shall be a staff member of the City of Rolla Engineering Department and shall provide information, plans, documentation, and support services as needed.
by the committee. The Committee Coordinator shall record attendance, service hours, and voting and
election results. City personnel shall assist the Committee Coordinator in this task as requested.

(b) The BPAC may form subcommittees for designated periods of time to work on specific projects. Such
subcommittees shall report their findings and recommendations to the BPAC, which shall make any final
recommendations. Each said subcommittee shall be dissolved when work on the assigned project is
determined to be completed by the BPAC.

Sec. 36-103. Meetings.

The regular meeting place shall be at City Hall. A notice and tentative agenda of all meetings must be
posted on the Public Notice Bulletin Board at City Hall. All meetings are open to the public.

The committee shall meet six (6) times per year at a designated time and date, or special meetings on
the call of the Chairperson.

A notice and tentative agenda of all meetings will be provided to each BPAC member. Members are
expected to attend meetings. If a member will be absent, they should contact an officer, the Ex Officio
Director or the committee coordinator no less than 24 hours before the meeting to avoid an unexcused
absence.

Sec. 36-104. Ordinances pertaining to the Bicycle and Pedestrian activities.

No ordinance pertaining to the Bicycle or Pedestrian facilities shall be considered by the City Council
without first referring same to the Bicycle Pedestrian Advisory Committee and receiving its
recommendation with reference thereto; provided, however, that if no recommendation is received
from the BPAC within a period of thirty (30) days after the matter is referred to the committee, then the
City Council may take action without such recommendation.

Sec. 36-105. Limitations.

The BPAC shall be a recommending body only and shall make its recommendations to the Mayor who in
turn will report recommendations to the City Council for the operation and maintenance of the park and
outdoor recreation system consisting of bikeways, pedestrian/bicycle bridges, bike parking facilities,
intersection and traffic signals and walkways, or multi-use trails owned or used by the City for its final
determination as to what action should be taken. The City Council may from time to time delegate
certain authority and responsibilities to the BPAC as deemed necessary and appropriate.

Section 2: That 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
10 BUILDING BLOCKS OF A BICYCLE FRIENDLY COMMUNITY

<table>
<thead>
<tr>
<th>Category</th>
<th>Requirement</th>
<th>Rolla</th>
<th>Statewide</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Speed Roads with Bike Facilities</td>
<td>19%</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>Total Bicycle Network Mileage to Total Road Network Mileage</td>
<td>24%</td>
<td>5%</td>
<td></td>
</tr>
<tr>
<td>Bicycle Education in Schools</td>
<td>AVERAGE</td>
<td>AVERAGE</td>
<td></td>
</tr>
<tr>
<td>Share of Transportation Budget Spent on Bicycling</td>
<td>9%</td>
<td>7%</td>
<td></td>
</tr>
<tr>
<td>Bike Month and Bike to Work Events</td>
<td>AVERAGE</td>
<td>NEEDS IMPROVEMENT</td>
<td></td>
</tr>
<tr>
<td>Active Bicycle Advocacy Group</td>
<td>YES</td>
<td>STATEWIDE</td>
<td></td>
</tr>
<tr>
<td>Active Bicycle Advisory Committee</td>
<td>MEETS EVERY TWO MONTHS</td>
<td>NONE</td>
<td></td>
</tr>
<tr>
<td>Bicycle-Friendly Laws &amp; Ordinances</td>
<td>AVERAGE</td>
<td>NEEDS IMPROVEMENT</td>
<td></td>
</tr>
<tr>
<td>Bike Plan is Current and is Being Implemented</td>
<td>YES</td>
<td>UNDER DEVELOPMENT</td>
<td></td>
</tr>
<tr>
<td>Bike Program Staff to Population</td>
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CATEGORIC SCORES

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<td>ENCOURAGEMENT</td>
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<td>EVALUATION &amp; PLANNING</td>
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KEY OUTCOMES

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<td>FATALITIES</td>
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</table>

KEY STEPS TO BRONZE

- Continue to increase the amount of high quality bicycle parking throughout the community. Ensure that people arriving by bicycle have a secure and legal place to lock their bikes at popular destinations through the use of bike corrals, bike valets, and incentives or requirements for bike parking in buildings.
- Bicycle education should be a routine part of education for students of all ages, and schools and the surrounding neighborhoods should be particularly safe and convenient for biking and walking. Work with your local bicycle groups or interested parents to expand and improve the Safe Routes to School program to all schools. In particular, middle and high school education efforts could be improved. These efforts are particularly important as students learn to drive and share the road.
- Improve Bike Month activities by creating a Bike to Work Day event and Bike to School Day event. Bike to Work Day events can include competitions for participation between businesses and "energizer" stations where people can get coffee on the way to work. Bike to School Day events can include competitions related to bicycle use, outreach to parents, and coordination between the schools and the city to create safer routes to school.
- Create an official Bicycle & Pedestrian Advisory Committee (BPAC) to create a systematic method for gathering citizen input into the development of important policies, plans, and projects. Ensure that the members of the committee reflect the diversity and ability levels of cyclists in your community. In addition, increase the amount of staff time spent on improving conditions for people who bike and walk.

LEARN MORE >> WWW.BIKELEAGUE.ORG/COMMUNITIES
Position:
BPAC Committee Member

Purpose and Duties of BPAC Committee Member:
The City of Rolla is in the process of forming a Bicycle Pedestrian Advisory Committee (BPAC). The purpose behind this committee is to make the community more livable by promoting bicycling and walking as an alternative means of transportation while ensuring we provide the best facilities and are sensitive to the needs of all users. Transportation enhancements such as new construction, rehabilitation, or maintenance of streets and sidewalks can be viewed as opportunities to realize these goals.

Committee member’s duties and responsibilities are the following:
• Review, prioritize and propose changes to the staff proposed 2018 Bicycle Pedestrian Master Plan,
• Submit an annual report to the City Council summarizing the past years activities and make recommendations regarding the funding of bicycle and pedestrian related projects,
• Participate in community activities such as “Bike to Work Day”,
• Attend public evening meetings approximately six times per year.

Committee member requirements include:
• Proven track record of working well in a group setting,
• Desire to be involved in the growth and prosperity of the Rolla community,
• Ability to remain open-minded about providing facilities for all skill sets of bicyclist and pedestrians,
• There are not technical requirements, only a passion for developing public facilities to adequately serve the needs of the bicycling and pedestrian community
• We are looking for individuals with interests or experiences in the areas of city planning, law enforcement, parks and recreation, Missouri S&T, Rolla Public Schools, pedestrian advocacy and bicycling advocacy.

Application information:
• Name, address, phone and email
• Qualifications
• Experiences and affiliations that would bring benefit to the City of Rolla Bicycle Pedestrian Advisory Committee

Members will be appointed by the Mayor and approved by the City Council.

City staff contact:
Steve Hargis, P.E., Director of Public Works
Rolla City Hall
P.O. Box 979, 901 North Elm Street
Rolla, MO 65402
shargis@rollacity.org
(573) 364-8659
ARTICLE I - NAME

The name of the Committee is the City of Rolla Bicycle/Pedestrian Advisory Committee, hereinafter referred to as the "Bicycle/Pedestrian Advisory Committee."

ARTICLE II - PURPOSE

The purpose of the Bicycle/Pedestrian Advisory Committee is:

1. To promote the development and maintenance of the City's bikeway and pedestrian facilities, by;
   a. Maintaining existing street pavements,
   b. Removing sidewalk trip hazards,
   c. Connecting missing links in the sidewalk network,
   d. Achieving ADA compliance,
   e. Developing a Street Bicycle Route Network, and
   f. Expanding the Multi-Use Path Network

2. To promote, through education, bicycling and walking as an alternative means of transportation; and

3. To ensure sensitivity to bicycle, pedestrian, and disabled transportation issues in the design and implementation of public works projects which impact bicycles and pedestrians.

ARTICLE III - MEMBERSHIP

Section 1. Composition. Appointment to the Bicycle/Pedestrian Advisory Committee shall be approved by the City Council of Rolla. The Bicycle/Pedestrian Advisory Committee shall consist of nine (9) members who shall live or work within the city limits and have a strong interest and enthusiasm for the planning, improving, and maintaining of bicycle and pedestrian facilities. The committee shall consist of representatives from the following organizations and/or backgrounds:

1. Public Works Director – non-voting ex officio member
2. Planning
3. Law Enforcement
4. Parks and Recreation
5. Missouri S&T
6. Rolla Public Schools
7. Rolla City Council
8. Community Pedestrian Advocate
9. Community Bicycling Advocate

Section 2. **Term of Membership.** Terms of membership of the Bicycle/Pedestrian Advisory Committee shall be according to the wishes of the committee member.

Section 3. **Voting Rights.** Each member shall be entitled to one (1) vote on each matter submitted to a vote of the members. In case of a tie, the Chairperson shall cast the deciding vote. Voting by proxy or absentee ballot shall not be permitted.

Section 4. **Resignation and Termination of Membership.** Any member may resign by filing a written resignation with the Chairperson of the Bicycle/Pedestrian Advisory Committee and/or the City Council. An advisory board member’s seat shall become vacant if the member has been absent from three (3) regular consecutive meetings without a minimum of 24 hours advance notice to either a committee officer, the ex officio member or the Committee Coordinator.

Section 5. **Vacancies.** Vacancies in the membership of the Bicycle/Pedestrian Advisory Committee shall be filled in the same manner as provided in the case of the original selection in accordance with Article III, Sections 1 and 2.

**ARTICLE IV – MEETINGS OF MEMBERSHIP**

Section 1. **Regular Meetings.** Regular meetings shall be scheduled six (6) times a year, as follows:

1. January, fourth week
2. March, first week
3. May, first week
4. August, second week
5. September, fourth week
6. November, fourth week

The Bicycle/Pedestrian Advisory Committee may cancel meetings or schedule additional meetings as deemed necessary.

Section 2. **Special Meetings.** Special meetings of the Bicycle/Pedestrian Advisory Committee may be called by the Chairperson or Vice Chairperson.

Section 3. **Place of Meetings.** The Bicycle/Pedestrian Advisory Committee shall designate a place within the City as the place of any meeting.

Section 4. **Notice of Meetings.** Notice stating the place, day, hour, and agenda of any meeting of the Bicycle/Pedestrian Advisory Committee shall be provided to the public pursuant to the requirements of the Missouri Sunshine Law (§ 610.011, Chapter 610, Revised Statutes of Missouri (RSMo)).

Section 5. **Quorum.** A quorum shall constitute five (5) members.
ARTICLE V – COMMITTEE ROLE AND RESPONSIBILITIES

The Bicycle/Pedestrian Advisory Committee shall be an advisory body to the City Council on matters relating to bicycle and pedestrian transportation. The fundamental responsibility of the Bicycle/Pedestrian Advisory Committee shall be to advise and make recommendations to the City Council on policy, improvement, operation, and maintenance of the City’s bicycle/pedestrian facilities. The Committee’s role which defines and supports this basic charge includes, but is not specifically limited to, the following:

- Propose, review, prioritize, and recommend bicycle/pedestrian/disabled transportation projects for application for State or Federal bicycle, pedestrian or access grant programs.
- Participate in the development and review of comprehensive bicycle/pedestrian facility plans and regulations.
- Review the City’s existing bikeway system and pedestrian facilities and make recommendations on operational improvements to the existing bicycle/pedestrian facilities.
- Make recommendations on capital improvements to the bicycle/pedestrian facilities (e.g., bikeways, pedestrian/bicycle bridges, bike parking facilities, intersection and traffic signals and walkways, etc.).
- Review private development standards.
- Review public projects that impact bicycle and pedestrian facilities to ensure adequate consideration of the needs of bicyclists, pedestrians, and the disabled (site access, bicycle parking, etc.).
- Review the City’s roadway system for bicycle and pedestrian suitability.
- Work with the Police Department to promote bicycle/pedestrian safety through education and enforcement.

The Bicycle/Pedestrian Advisory Committee shall render an annual report to the Mayor and City Council in May, which shall include:

- Summary of activities and accomplishments,
- Budget suggestions,
- Future goals, and
- Other items as deemed necessary.

ARTICLE VI - OFFICERS

Section 1. Officers. The officers of the Bicycle/Pedestrian Advisory Committee shall be a Chairperson and Vice Chairperson. The coordination of staff support shall be designated by the ex officio member.

Section 2. Election of Officers. The officers shall be elected annually by the Bicycle/ Pedestrian Advisory Committee members from their own membership at the first meeting each calendar year.
Section 3. Duties. The Chairperson shall preside at all meetings of the members. The City's Public Works Director shall serve as ex officio member. The Vice Chairperson, in the absence of the Chairperson, shall perform duties of the Chairperson. A City of Rolla staff person shall act as the Committee Coordinator and shall provide information, plans, documentation, and support services as needed by the committee.

ARTICLE VII – DURATION AND REVIEW OF THE BICYCLE/PEDESTRIAN ADVISORY COMMITTEE

The Bicycle/Pedestrian Advisory Committee shall continue for as long as the City Council deems necessary or desirable. The Rolla City Council shall have the authority to dissolve the Bicycle/Pedestrian Advisory Committee upon determination that it is in the best interest of the City that the Bicycle/Pedestrian Advisory Committee be dissolved. The Council may review the Committee’s activities and make changes in their role or functions as needed.
Over the Past 20 years, the sidewalk network in the City of Rolla has more than tripled in size, from just over 20 miles to nearly 76 miles. In addition, 12 miles of shared use paths have been developed primarily along linear parks in the southern portion of the city.

In 2011, the United States Access Board proposed Americans with Disabilities Act (ADA) standards for Public Right of Way. In 2013, ADA standards for shared use paths were proposed. One of the significant additional modifications to these standards was the imperative that truncated domes were required on ramps entering into a public street. Truncated domes are detectable warning devices that alert visually impaired pedestrians, through tactile and visual means, of approaching hazards. Since that time, we have been systematically going through our system adding these domes and to date, have installed them at 613 of the 1266 ramps the city maintains, leaving 653 ramps still in a state of noncompliance.

In addition, up until 2011, a trip hazard was considered to be a difference of ¼ inch between two level surfaces. In 2011, that number was reduced to ⅛ inch. ADA guidelines accept grinding and cutting for displacements of between ⅛ inch and ⅜ inch. If the displacement is over ⅛ inch, the sidewalk must be removed and replaced, or repaired. We currently inspect and repair sidewalks on a five year rotating schedule.

In 2017, the City of Rolla adopted a Complete Streets Strategy. In that strategy, the department is tasked with providing safe and efficient transportation that ensures mobility choices for all users and integrates sidewalks, bicycle facilities and safe crossings. In keeping with this strategy, during 2017 the city also applied for recognition as a Bicycle Friendly Community (BFC) through the League of American Bicyclists and received an Honorable Mention. The city's ultimate goal is official recognition as a BFC.

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Sheet 3 of 7 - Sidewalk Maintenance Plan
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Sheet 5 of 7 - Sharrow Bikelane Details
Sheet 6 of 7 - Painted Crosswalk Locations
Sheet 7 of 7 - FY18 Planned Projects
ACCESSIBLE RAMP PLAN

There are currently 1,458 accessible or "handicapped" ramps in the City of Rolla. The state maintains 192 of these. Of the remaining 1,266 ramps, 613 are considered to be compliant with Americans with Disabilities Act (ADA) guidelines. The remaining 653 are noncompliant and need to be brought into compliance. Noncompliance is an all or nothing situation, meaning each component of the ramp must meet guidelines, from the slope or width of the ramp, to the presence of appropriately colored detectable warning devices, or truncated domes. If one item is out of compliance, the entire ramp is out of compliance. The majority of the ramps that need to be upgraded require the installation of detectable warning devices. Work should begin in areas of high pedestrian traffic, such as the downtown area, campus or school zones and neighborhoods. The estimated cost per year is $165,000.

ESTIMATED ANNUAL COST - ± $165,000

YEAR 1 - (66)
YEAR 2 - (66)
YEAR 3 - (66)
YEAR 4 - (66)
YEAR 5 - (66)
YEAR 6 - (66)
YEAR 7 - (66)
YEAR 8 - (66)
YEAR 9 - (66)
YEAR 10 - (66)
653 RAMPS
SIDEWALK MAINTENANCE PLAN

The city currently maintains over 76 miles of sidewalk that must be maintained for accessibility purposes. This means all trip hazards must be removed. A trip hazard is considered to be a displacement of more than \( \frac{3}{4} \) inch. ADA draft guidelines accept grinding and cutting for displacements of between \( \frac{1}{4} \) inch and \( \frac{3}{4} \) inch. If the displacement is over \( \frac{3}{4} \) inch, the sidewalk must be removed and replaced, or repaired at or below the grade of a ramp, i.e. 8.3%. The estimated cost per year is \( \pm \$250,000 \).

ESTIMATED ANNUAL COST - \( \pm \$250,000 \)
The next ten years call for the installation of 42,998 ft of "shared use" paths. A shared use path is built to accommodate multiple transportation and recreation opportunities, such as walking, biking, and inline skating, while remaining accessible to all users. Typically, these will be ten foot wide concrete paths and incorporate all the required accessibility improvements. Plans are currently in place for 6,989 ft of path and will be funded using federal money through the Transportation Alternatives Program (TAP) grant or the city's balance of Surface Transportation Program (STP) funds. The remainder, or 36,009 ft, will be divided over the next ten years. Scheduling will depend upon such factors as school opening and closing dates, additional scheduled construction, and additional funding. The estimated cost per year is ±$150,000.

Public Works Department estimates that the installation of 133,493 ft of sharrows or bike lanes can be completed in five years. The choice of surface treatment will be determined by the Bicycle Pedestrian Advisory Committee (BPAC) and should be based on traffic volume, nearby destinations, proximity of schools, and connecting points. Details can be seen on the following sheet. The estimated cost for the first five years is ±$46,000 annually, then ±$35,000 thereafter.

**EXISTING SHARED USE TRAIL**
**SHARED USE TRAIL**
**SHARROWS/BIKELANES**

**SHARED USE ESTIMATED ANNUAL COST - ± $150,000**

**SHARROW/BIKELANE ESTIMATED ANNUAL COST**
YEAR 1-5 ± $46,000
YEAR 6-10 ± $35,000
FY18 PLANNED PROJECTS

DA ACCESSIBILITY IMPROVEMENTS
- Funded by TAP Grant
- Install 81 accessible ramps in MS&T vicinity

EDISTRIAN WALF1RIDGE
- TDD Funded
- Construct 2021

6TH STREET IMPROVEMENTS
- City reconstruct sidewalks and accessible ramps from railroad tracks to Walnut Street
- Design 2017
- Construct 2018

6TH STREET IMPROVEMENTS
- Continuation of project in partnership with BNS Railroad
- Design 2018
- Construct 2019

509 HIGHWAY IMPROVEMENTS
- Reconstruct sidewalks and accessible ramps on 6th and Holloway
- Design 2018
- Construct 2019

HIGHWAY 53 IMPROVEMENTS
- Reconstruct sidewalk and accessible ramps from Kingsh to Highway 72
- TDD Funded
- Design 2018
- Construct 2020

HIGHWAY 53 IMPROVEMENTS
- Reconstruct sidewalk and accessible ramps from railroad tracks to no city limits
- Design 2018
- Construct 2020

HIGHWAY 53 IMPROVEMENTS
- Reconstruct sidewalk and accessible ramps from railroad tracks to no city limits
- Design 2018
- Construct 2020

HIGHLAND DR
- HIGHWAY IMPROVEMENTS
- Funded by TDD
- Design 2018
- Construct 2020

WASHINGTON IMPROVEMENTS
- Funded by TDD
- Design 2018
- Construct 2020
CITY OF ROLLA  
CITY COUNCIL AGENDA  

DEPARTMENT: Community Development  
ACTION REQUESTED: Final Reading  

SUBJECT: An ordinance that amends multiple sections of Article II and Article III of Chapter 42 of the Rolla City Code in way that will reform public notification procedures for and apply new fees to certain land use action proposals.  

(City Council)  

MEETING DATE: 02-20-2018  

DISCUSSION CONCLUSION: It was concluded at the City Council meeting (conducted on 12-18-17) that the Community Development Department would provide the City Council with a new notification method proposal that included an increased notification-by-mail perimeter, a sign notification provision, and an online notification provision.  

PROPOSAL:  
Through direction from the Council’s discussion on the topic, we concluded the following:  

1. Upon direction from City Council, we recommend that, except for minor subdivisions, all land use actions (i.e. rezones, conditional use permits, appeals, variances, special exceptions, use variances, appeals, annexations, major subdivisions, major amendments, and planned unit developments) that affect a specific tract of land shall receive the following types of notification procedures:  
   a. Notification on Rolla’s Government Website and social media.  
   b. Notification through posting physical signs (on each street side of subject parcel), which indicate that a land use action has been proposed and information location.  
   c. Notification through mail to property owners of the subject parcel(s) and those property owners within a 300-foot perimeter (non-rounded parallel lines that are drawn 300 feet from each side) around the subject parcel(s). It should be noted that the current notification-by-mail perimeter is 185 feet and that only those property owners within this 185-foot perimeter are given the power to force a supermajority vote.  
   d. Notification through a legal advertisement in an official paper. This type of notification must only include the time and place of the public hearing and, if space allows, a description and the location of such a proposal.  

2. Because the fiscal impact of enacting such new notification methods would increase the total cost of processing such proposals by either $100 or $200 (approximately), depending on the type of case, it is proposed that the fees for such proposals be increased by either $100 or $200.  
   - To post online, post signs, and increase the notification-by-mail perimeter, the increased cost is about $100. If we add to this $100 the cost of posting an advertisement in a newspaper, the total additional notification cost for the city is about $200. Variances, Appeals, and Major Subdivisions are the only land use action proposals that do not currently receive newspaper advertisements. Thus, these types of actions are proposed to receive $200 increases and all other types are proposed to receive $100 fee increases.
FISCAL IMPACT ANALYSIS DETAILS:
As shown in the tables in Figure 2-A, the average recovery rate of the cost of processing land use action proposals is 27%. The stipulation for the term “processing” includes staff review, which includes report and presentation creation; presentations to the Planning and Zoning Commission and City Council; conducting public notification; communicating with applicant; and keeping records/file organization. Public notification helps to ensure that the public is aware of such proposals and has the appropriate opportunity to provide input on the government’s regulation of the use of private property. Because this regulation is a public service, we do not expect the full costs of such services to be recovered. However, because, without an increase of fees, the recovery rate will go from an average of 27% to an average of 22% with the increased costs of the additional notification methods, we are requesting that the fees be increased as outlined in item number two (above) and in Figure 2-A in order to keep cost recovery rates from becoming very low. It should be noted that it has been more than ten years since the city has conducted a comprehensive examination of the all of the application fees. In addition, staff recommends that an examination of the cost recovery for application processing take place during the next process of evaluating the budget.

ACTION REQUESTED: While the Planning and Zoning Commission only agreed that increasing online notification was agreeable to them, the City Council concluded that the Community Development Department would provide the City Council with an ordinance that would enact an array of new notification procedures. It is now requested that the City Council conduct the final reading of an ordinance that amends multiple sections of Article II and Article III of Chapter 42 of the Rolla City Code in way that will reform public notification procedures for and apply new fees to certain land use action proposals. In addition, it is requested that the City Council approves, denies, or conditionally approves said ordinance.
## Figure 2-A

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<th>Additional Cost for Additional Notification</th>
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<th>Proposed Fees</th>
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ORDINANCE NO.__________

AN ORDINANCE AMENDING ARTICLE II, WHICH IS KNOWN AS SUBDIVISIONS, AND ARTICLE III, WHICH IS KNOWN AS THE PLANNING AND ZONING CODE, OF CHAPTER 42 OF THE ROLLA CITY CODE, BY DELETING AND ADDING LANGUAGE RELATING TO PUBLIC NOTIFICATION AND FEES FOR LAND USE ACTION PROPOSALS.

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

SECTION 1. Chapter 42 of the Rolla City Code, Article II, Division 1, General Provisions, Section 42-25.1, Procedure for Minor Subdivision Approval, is hereby amended by deleting:

The required submission of a preliminary plat may be waived for minor subdivisions as defined in this Article (see definition Sec. 42-33), as follows:

(1) The subdivider shall prepare a final plat together with any improvement plans and other supplementary material as prescribed herein. The Director, with input from the City Engineer, shall determine if the subdivision meets the standards for a minor subdivision.

(2) Submit to the Director, together with processing and recording fees, five (5) copies of the final plat plus one (1) original. The Director shall place the final plat on the Commission's agenda following review by City and utility companies' staff.

(3) The Commission shall review the final plat and supplementary material and any recommendations from agencies or officials. The Commission may approve as submitted, approve with conditions, or disapprove the final plat. If disapproved, the Commission shall express its reasons for this action which shall become part of the official record.

(4) If approved as submitted or with conditions acceptable to the subdivider, then the final plat and supplementary material along with the record of the Commission proceedings shall be forwarded to the City Council for consideration. If approved by the City Council, the Director shall sign the final plat prior to its recording with the Recorder of Deeds of Phelps County.

(5) If disapproved, the subdivider may appeal to the City Council within ninety (90) days after Commission action. (Ord. 3485)
SECTION 2. Chapter 42 of the Rolla City Code, Article II, Division 1, General Provisions, Section 42-25.1, Procedure for Minor Subdivision Approval, is hereby amended by adding:

The required submission of a preliminary plat may be waived for land use actions that are carried out through the minor subdivision process. The application and approval procedures for land use actions that are carried out through the minor subdivision process are as follows:

(1) The applicant or agent of the applicant shall submit to the Director a subdivision application, the minor subdivision application fee found in the Fee Schedule in Section 42.143.1 of the Rolla Planning and Zoning Code, the appropriate recording fees, five copies of the final plat, and any improvement plans or other supplementary materials.

(2) The Director shall place the final plat on the Commission's agenda following review by City and utility companies' staff. If revisions are requested from staff, those requests shall be communicated to the applicant or agent responsible for considering such requests.

(3) The Commission shall review the final plat and supplementary material and any recommendations from agencies or officials. The Commission may approve as submitted, approve with conditions, or disapprove the final plat. If disapproved, the Commission shall express its reasons for this action, which shall become part of the official record.

(4) The final plat and supplementary material along with the record of the Commission proceedings shall be forwarded to the City Council for consideration. If approved by the City Council, the Director shall sign the final plat and ensure that the provisions of Section 42-30 the Rolla City Code concerning public improvements have been satisfied prior to its recording with the Recorder of Deeds of Phelps County. The applicant shall submit three digital copies of the final plat in a form that is acceptable to the Community Development Department.

(5) If disapproved by the Commission, the subdivider may appeal the decision to the City Council within ninety days after the Commission’s action. (Ord. 3485)

SECTION 3. Chapter 42 of the Rolla City Code, Article II, Division 1, General Provisions, Section 42-25.2, Procedure for Major Subdivision Approval, is hereby amended by deleting:

All land subdivision not otherwise classified as a minor subdivision shall be considered a major subdivision and subject to the procedures in this section. (Ord. 3799, §2)
(1) **Sketch Plat:** The subdivider may submit a sketch plat and supporting information prior to the delivery of a preliminary plat. City staff shall review this material and provide input to the subdivider concerning design standards and improvement requirements.

(2) **Preliminary Plat:** The applicant shall submit five (5) copies of the preliminary plat plus one (1) 8.5 x 11 copy to the Director who, upon determining that the preliminary plat is complete, shall place the application on the Commission's agenda. The Commission shall approve, conditionally approve, or disapprove the preliminary plat. In any case, a notation of the action taken, and the reasons therefore, shall be entered in the records of the Commission.

If approved with modifications which are not acceptable to the applicant or if disapproved, the applicant may within ninety (90) days appeal the actions of the Commission to the City Council. No person shall present testimony to the City Council which is substantially and materially different from that presented to the Commission, unless the party can demonstrate, with the approval of the Director that the introduction of such evidence before the Commission was not in good faith reasonably possible at the time of the Commission meeting. If the Director does not make this determination, the matter shall be referred back to the Commission for their review with the new information or evidence if it is found to be substantially or materially different from what had been presented. (Ord. 3799, §2)

(3) **Effective Period of Preliminary Plat Approval:** The approval of a preliminary plat shall be effective for one (1) year. The final plat must be submitted for approval within the one (1) year period or become null and void, except that the Commission may extend the effective period in six (6) month increments with the written request by the subdivider justifying the extension. The approved submission of a partial or phased final plat for a portion of a preliminary plat area shall validate the remainder of the preliminary plat for a one (1) year period.

(4) **Final Plat:** Following approval of the preliminary plat by the Planning and Zoning Commission, the applicant shall prepare a final plat together with development plans for the required public improvements, drawn under the supervision of a registered professional engineer and attested to by his signature and seal, all in accordance with applicable standards. The final plat shall be in substantial conformance to the approved preliminary plat. Five (5) copies plus one (1) original reproducible plat, including processing and recording fees, shall be submitted to the Director who shall determine its completeness and substantial conformity. In addition, one (1) 8.5 x 11 or one (1) 11 x 17 copy of the final plat shall be submitted to the Director.

Computer source copies of the final plat and development plans prepared in Computer Assisted Drafting and Design (CADD) form that is compatible with the latest version of AutoCAD (.dwg format) used by the City shall be submitted to the City Engineer and the Rolla Municipal Utilities Engineering Department.
The final plat and any supporting materials shall be submitted to the City Council for their approval. The City Council may accept the final plat with or without any changes imposed by the Commission, or may reject the final plat if found to be inconsistent with any City ordinance. If accepted by the City Council, the Director shall sign and record the plat after all other signatures have been obtained. If rejected, the Director shall attach a statement to the plat outlining the reasons for such rejection for return to the applicant. The final plat shall not be approved by City Council until the development plans have been accepted by the City Engineer and the Rolla Municipal Utilities Engineering Department. (Ord. 3485; Ord. 3799, §2)

SECTION 4. Chapter 42 of the Rolla City Code, Article II, Division 1, - General Provisions -, Section 42-25.2, Procedures for Major Subdivision Approval, is hereby amended by adding:

All land subdivision not otherwise classified as a minor subdivision shall be considered a major subdivision and subject to the procedures in this section. A public hearing shall be held for such proposals and the Community Development Department shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code. (Ord. 3799, §2)

(1) Sketch Plat: The subdivider may submit a sketch plat and supporting information prior to the delivery of a preliminary plat. City staff shall review this material and provide input to the subdivider concerning design standards and improvement requirements.

(2) Preliminary Plat: The applicant or agent of the applicant shall submit to the Director a subdivision application, the major subdivision application fee found in the Fee Schedule in Section 42.143.1 of the Rolla Planning and Zoning Code, the appropriate recording fees, any improvement plans or supplementary materials, and five copies of the preliminary plat to the Director who, upon determining that the preliminary plat is complete, shall place the application on the Commission's agenda. The Commission shall approve, conditionally approve, or disapprove the preliminary plat. In any case, a notation of the action taken and the reason(s) the action was taken shall be entered in the records of the Commission. The preliminary plat and supplementary material along with the record of the Commission proceedings shall be forwarded to the City Council for consideration. If disapproved, the subdivider may appeal the commission's decision to the City Council within ninety days after the Commission's action. No person shall present testimony to the City Council that is substantially and materially different from that presented to the Commission, unless the party can demonstrate that the introduction of such evidence before the Commission was not in good faith reasonably possible at the time of the Commission meeting. If the Director does not agree that such evidence could not reasonably be presented at the time of the Commission meeting,
the matter shall be referred back to the Commission for their review with the new information or evidence if it is found to be substantially or materially different from what had been presented. (Ord. 3799, §2)

(3) **Effective Period of Preliminary Plat Approval:** The approval of a preliminary plat shall be effective for one year. The final plat must be submitted for approval within the one-year period or be rendered null and void, except that the Commission may extend the effective period in six-month increments with the written request by the subdivider justifying the extension. The approved submission of a partial or phased final plat for a portion of a preliminary plat area shall validate the remainder of the preliminary plat for a one-year period.

(4) **Final Plat:** Following approval of the preliminary plat by the Planning and Zoning Commission, the applicant shall prepare a final plat together with development plans for the required public improvements, drawn under the supervision of a registered professional engineer and attested to by his signature and seal, all in accordance with applicable standards. The final plat shall be in substantial conformance to the approved preliminary plat. Five copies of the original reproducible plat shall be submitted to the Director who shall determine its completeness and substantial conformity. In addition, one 8.5" x 11" or one 11" x 17" copy of the final plat shall be submitted to the Director. The applicant shall submit three digital copies of the final plat in a form that is acceptable to the Community Development Department. The final plat and any supporting materials shall be submitted to the City Council for their approval. The City Council may accept the final plat, accept the final plat and impose changes or conditions, or may reject the final plat if it is found to be inconsistent with any City ordinance. If accepted by the City Council, the Director shall sign and record the plat after all other signatures have been obtained and the provisions of Section 42-30 the Rolla City Code concerning public improvements have been satisfied. If rejected, the Director shall attach a statement to the plat outlining the reasons for such rejection for return to the applicant. The final plat shall not be approved by City Council until the development plans have been accepted by the City Engineer and the Rolla Municipal Utilities Engineering Department. (Ord. 3485; Ord. 3799, §2)

**SECTION 5.** Chapter 42 of the Rolla City Code, Article II, Division 1, General Provisions, Section 42-34, **Processing Fees,** is hereby amended by deleting:

The Director is hereby authorized to charge up to the amount established in this Section for processing subdivision and variance applications, as follows:

(1) **Final Plat:** $100 for the first lot, plus $2 per lot over one.

(2) **Subdivision Variance:** $100

Recording fees shall be collected as determined by the Recorder of Deeds for Phelps County. . (Ord. 3485)
SECTION 6. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division I - Title, Purpose, Definitions, General Provisions -, Section 42-143, which was formally “Reserved”, is hereby amended by adding the title to said Section 42-143 as follows:

Public Notification Procedures and Land Use Action Fee Schedule

SECTION 7. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division I - Title, Purpose, Definitions, General Provisions -, Section 42-143, which was formally “Reserved”, is hereby amended by adding:

When any land use action from the list below is proposed through the submittal of an application or initiated by the city or legislative body, the public notification procedures listed below shall be carried out by the Community Development Department at least fifteen days prior to the City Council-held public hearing for such a proposal. The failure to execute any notification procedure that goes beyond what is required by state law does not imply a failure on the City's part to notify the public.

Land Use Actions that Receive Public Notification upon Application
- Major Subdivisions
- Planned Unit Developments
- Conditional Use Permits
- Map and Text Amendments
- Appeals to the Board of Adjustment
- Variances
- Special Exceptions
- Use Variances
- Subdivision Variances
- Major Amendments to Conditional Use Permits, Site Plans, and Final Development Plans

Public Notification Procedures for the Above-listed Land Use Actions
These procedures listed below shall only be executed when the combined land subject to the land use action (the subject parcel) is less than five percent of Rolla’s total size. At five percent of the City’s area, the proposal becomes a general land use action that only requires online notification and newspaper notification.
- Online Notification: On Rolla’s government website and social media, staff shall post the location of the proposal; a description of the proposal; the physical and digital location of relevant documents; and the location, time, and date of the Planning & Zoning Commission meeting and the City Council-held public hearing.
- **Notification by Yard Sign:** Staff shall post a yard sign on each street-facing side of the combined land subject to the land use action. The sign(s) shall convey that a land use action has been proposed and the contact information for the Community Development Department.

- **Mail Notification:** Through postal service, staff shall send an informational packet to the property owners of the subject parcel(s) and those owners of properties located within a 300-foot perimeter (non-rounded parallel lines that are drawn 300 feet from each side) around the subject parcel(s). The informational packet shall include a map that indicates where the subject parcel(s) is/are located and a letter that provides the following information: a description of the proposal; the physical and digital location of relevant case documents; and the location, time, and date of the Planning & Zoning Commission meeting and the City Council-held public hearing. When applicable, the letters shall explain the extraordinary majority requirements described in Section 89.060 of the Revised Statutes of Missouri.

- **Newspaper Notification:** Staff shall post a legal advertisement in an official paper or a paper of general circulation in Rolla. This type of notification must only include the time and place of the City Council-held public hearing and the physical and digital location of relevant case documents. In addition, if space allows, a description and the location of such a proposal shall also be provided.

### SECTION 8

Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division I - Title, Purpose, Definitions, General Provisions -, Section 42-143.1, which was formally “Reserved”, is hereby amended by adding the title to said Section 42-143.1 as follows:

**Fee Schedule for Land Use Actions**

### SECTION 9

Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division I - Title, Purpose, Definitions, General Provisions -, Section 42-143.1, which was formally “Reserved”, is hereby amended by adding the following table:
<table>
<thead>
<tr>
<th>Land Use Action Type</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Subdivisions</td>
<td>$300</td>
</tr>
<tr>
<td>Minor Subdivisions</td>
<td>$100</td>
</tr>
<tr>
<td>Lot Consolidations &amp; Reconfigurations</td>
<td>$100</td>
</tr>
<tr>
<td>Planned Unit Developments</td>
<td>$475</td>
</tr>
<tr>
<td>Conditional Use Permits</td>
<td>$375</td>
</tr>
<tr>
<td>Map &amp; Text Amendments (e.g. rezones)</td>
<td>$375</td>
</tr>
<tr>
<td>Appeals to the Board of Adjustment</td>
<td>$350</td>
</tr>
<tr>
<td>Variances</td>
<td>$350</td>
</tr>
<tr>
<td>Special Exceptions</td>
<td>$350</td>
</tr>
<tr>
<td>Use Variances</td>
<td>$350</td>
</tr>
<tr>
<td>Subdivision Variances</td>
<td>$350</td>
</tr>
<tr>
<td>Major Amendments to Conditional Use Permits/Site Plans and to Final Development Plans (for PUDs)</td>
<td>$300</td>
</tr>
</tbody>
</table>

**SECTION 10.** Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 14, “PUD” Planned Unit Development District, Section 42-201.3, Application and Fee, is hereby amended by deleting:

An application for approval of a Development Plan may be filed by the property owner(s) or any person having a contractual interest in the subject property. A three hundred dollar ($ 300) processing fee shall be paid, in addition to the customary advertising cost. (Ord. 3414)

**SECTION 11.** Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 14, “PUD” Planned Unit Development District, Section 42-201.3, Application and Fee, is hereby amended by adding:

Prior to submitting an application and fee, the applicant may provide a sketch plan. However, in order to initiate the review process for the approval of a PUD District
designation and the accompanying Development Plan, the applicant, who may be the property owner(s) or any person having a contractual interest in the subject property, or an agent of the applicant must submit a PUD application, a Preliminary Development Plan, and the PUD application fee found in the Fee Schedule in Section 42.143.1 of the Rolla Planning and Zoning Code. A public hearing shall be held for such proposals and the Community Development Department shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code. (Ord. 3414)

SECTION 12. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 14, “PUD” Planned Unit Development District, Section 42-201.11, which was formally entitled “Affect of Final Development Plan Approval”, is hereby amended by amending the title of said Section 42-143.11 as follows:

Effect of Final Development Plan Approval and Amendments

SECTION 13. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 14, “PUD” Planned Unit Development District, Section 42-201.11, which was formally entitled “Affect of Final Development Plan Approval”, is hereby amended by deleting:

Upon Final Development Plan approval by the City Council with or without modifications accepted by the applicant and upon application, all appropriate officials of the City may issue building and other permits to the applicant. The Community Development Director may authorize minor adjustments to the approved Final Development Plan when such adjustments appear necessary in light of technical or engineering considerations first discovered during actual site development. A Final Development Plan may otherwise be amended pursuant to the procedures established by this Division for its original adoption. (Ord. 3414)

SECTION 14. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 14, “PUD” Planned Unit Development District, Section 42-201.11, which was formally entitled “Affect of Final Development Plan Approval”, is hereby amended by adding:

Upon Final Development Plan approval by the City Council with or without modifications accepted by the applicant and upon application, all appropriate officials of the City may issue building and other permits to the applicant. The Community Development Director may authorize minor adjustments to the approved Final Development Plan when such adjustments appear necessary in light of technical or engineering considerations first discovered during actual site development. Otherwise, such an amendment will be classified as a major amendment to the Final Development Plan that must go through the entire PUD application and approval process as described in this Division. However, instead of
the applicant being required to pay the full PUD application fee, the applicant must only pay the major amendment fee found in the Fee Schedule in Section 42.143.1 of the Rolla Planning and Zoning Code. A public hearing shall be held for such proposals and the Community Development Department shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code. (Ord. 3414)

SECTION 15. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 16, Conditional Use Permits, Section 42-234.1, Procedures, is hereby amended by deleting:

A Conditional Use Permit may be initiated by an application by one or more of the owners of record or owners under contract of a lot or tract of land, or their authorized representatives. Procedures for application, review, and approval of Conditional Use Permits shall be as follows:

a. An application for a Conditional Use Permit for a specific tract of land shall be addressed to the Planning and Zoning Commission and shall be filed with the Community Development Director. The application shall be filed on forms prescribed for that purpose and be accompanied by the following:
   1. Filing Fee of two hundred dollars ($200);
   2. The applicant's name and address and legal interest in the subject property,
   3. The owner's name and address, including trustees, and, if different than the applicant, the owner's signed consent to the filing of the application and authorization for the applicant to act in his behalf;
   4. The legal description of the property;
   5. The zoning classification and present use of the property;
   6. A description of the proposed conditional use;
   7. A Site Plan in accordance with this Section;
   8. A statement describing how the proposed conditional use will comply with the applicable standards of this Section; and
   9. A statement describing how the proposed conditional use is to be designed, arranged and operated in order to ensure that future development that is consistent with District regulations will not be prevented or made unlikely, and that the value, use and reasonable enjoyment of such property will not be impaired or adversely affected.

SECTION 16. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 16, Conditional Use Permits, Section 42-234.1, Procedures, is hereby amended by adding:

In order for an applicant, who may be the property owner(s) or any person having a contractual interest in the subject property, to initiate the review process for the approval of a Conditional Use Permit, the applicant or an agent of the applicant must submit a Conditional Use Permit application, a site plan, and the Conditional
Use Permit application fee found in the Fee Schedule in Section 42.143.1 of the Rolla Planning and Zoning Code. A public hearing shall be held for such proposals and the Community Development Department shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code. The application and site plan shall contain the information described below.

a. The Conditional Use Permit application shall contain the following information:
   1. The names, addresses, signatures, and contact information for both the applicant and, if applicable, the agent of the applicant.
   2. The legal description of the property;
   3. The zoning classification and present use of the property;
   4. A description of the proposed conditional use;
   5. A Site Plan in accordance with this Section;
   6. A statement describing how the proposed conditional use will comply with the applicable standards of this Section; and
   7. A statement describing how the proposed conditional use is to be designed, arranged, and operated will be submitted in order to ensure that future development, which is consistent with District regulations, will not be prevented or made unlikely and that the value, use, and reasonable enjoyment of such property will not be impaired or adversely affected.

**SECTION 17.** Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 16, Conditional Use Permits, Section 42-234.10, Procedure to Amend a Conditional Use Permit or Site Plan., is hereby amended by deleting:

In order to amend an existing Conditional Use Permit or to amend the Site Plan approved for a Conditional Use Permit, the procedure shall be as follows:

(a) To amend a Conditional Use Permit:
   (1) The property owner or authorized representative shall submit a written request to amend conditions. The Community Development Director shall evaluate the request for consistency in purpose and content with the nature of the proposal as originally advertised for public hearing.

   (2) The Community Development Director shall then forward the request and his report to the Planning and Zoning Commission. The Commission shall review the proposed amendments and file a report with the City Council in which the Commission shall recommend to grant, deny or modify the requested condition amendments. If the Commission determines that the requested amendments are not consistent in purpose and content with the nature of the proposal as originally advertised for public hearing, the Commission may require a new public hearing on the matter in
accordance with the provisions of this Article specified for amending the
Zoning Ordinance.

(b) To amend the Site Plan:
(1) The property owner or authorized representative shall submit an
amended Site Plan for review. The Community Development Director shall
evaluate the request for consistency in purpose and content with the nature
of the proposal as originally approved by the City Council.

(2) If the Community Development Director determines that the proposed
amendment to the Site Plan is not in conflict with the Final Site Plan, and
meets all conditions of the Conditional Use Permit, the Community
Development Director may approve said amended Plan. The approved Plan
shall be retained on file in the office of the Community Development
Director.

(3) If the Community Development Director determines that the Site Plan
is not consistent in purpose and content with the Final Site Plan, the
Community Development Director shall so report to the applicant and the
Planning and Zoning Commission. In which case, the review process for the
submittal of Conditional Use Permits shall be followed as described under
Sec. 42-317 for the proposed amendment to the Final Site Plan. (Ord. 3414)

SECTION 18. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and
Zoning Code, Division 16, Conditional Use Permits, Section 42-234.10, Procedure
to Amend a Conditional Use Permit or Site Plan., is hereby amended by adding:

In order to amend an existing Conditional Use Permit or to amend the Site Plan
approved for a Conditional Use Permit, the following procedures shall be executed:

(a) To amend a Conditional Use Permit:
(1) The property owner or his/her/their agent shall submit a Conditional Use
Permit Amendment application to request amendments to such a permit’s
conditions. The Community Development Director shall evaluate the
request for consistency in purpose and content with the nature of the
proposal as originally advertised for public hearing. A report shall be
formulated that outlines the findings of such an analysis.

(2) The Community Development Director shall then forward the request
and his/her report to the Planning and Zoning Commission. The
Commission shall review the proposed amendments and file a report with
the City Council in which the Commission shall recommend to grant, deny,
or modify the requested condition amendments. If the Commission
determines that the requested amendments are not consistent in purpose and
content with the nature of the proposal as originally advertised for public
hearing, the Commission may require that a new public hearing on the
matter be held. If a new public hearing is ordered for the amendment, the amendment becomes a major amendment and the applicant must pay the major amendment fee listed in Section 42.143.1 of the Rolla Planning and Zoning Code. A public hearing shall be held for such proposals and the Community Development Department shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code.

(b) To amend the Site Plan:

(1) The property owner or his/her/their agent shall submit a Conditional Use Permit Amendment application and an amended Site Plan in order for such an amended Site Plan to be considered for approval. The Community Development Director shall evaluate the request for consistency in purpose and content with the nature of the proposal as originally approved by the City Council.

(2) If the Community Development Director determines that the proposed amendment to the Site Plan is not in conflict with the Final Site Plan and meets all conditions of the Conditional Use Permit, the Community Development Director may approve said amended Plan. The approved Site Plan shall be retained on file in the office of the Community Development Director.

(3) If the Community Development Director determines that the amended Site Plan is not consistent in purpose and content with the Final Site Plan, the Community Development Director shall report this conclusion to the applicant and the Planning and Zoning Commission. In which case, the entire review process for the submittal of Conditional Use Permits shall be conducted for the amendment’s approval. If the entire Conditional Use Permit approval process is required for the amendment, the amendment to the site plan becomes a major amendment and the applicant must pay the major amendment fee listed in Section 42.143.1 of the Rolla Planning and Zoning Code. A public hearing shall be held for such proposals and the Community Development Department shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code. (Ord. 3414)

SECTION 19. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 20, which was formally entitled “Changes and Amendments”, is hereby amended by amending the title of said Division as follows:

Map and Text Amendments

SECTION 20. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 20, which was formally entitled “Changes and...
Amendments”, Section 42-250, which was formally entitled “Changes and Amendments” is hereby amended by amending the title of said Section as follows:

Map and Text Amendments

SECTION 21. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 20, which was formally entitled “Changes and Amendments”, Section 42-250, which was formally entitled “Changes and Amendments”, is hereby amended by deleting:

The City Council may from time to time by ordinance amend, supplement, change, modify or repeal the text or regulations herein or subsequently established. Before taking any such action, the City Council shall submit the same to the Planning and Zoning Commission for its recommendation.

Zoning district classification amendments may be proposed by the City Council, the Planning and Zoning Commission, the Community Development Director, and by any governmental body or person having a financial, contractual, or proprietary interest in real property located in the City of Rolla. The application for a zoning district classification amendment shall be made on a form provided by the City of Rolla. On submission of any proposed change in classification, the applicant shall deposit with the City Clerk of the City of Rolla an amount of money sufficient for publishing all notices of hearings and a processing fee of two hundred dollars ($200). All applications and fees shall be filed with the Community Development Department no later than the second Tuesday of each month for consideration during the following month. (Ord. 3414)

SECTION 22. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 20, which was formally entitled “Changes and Amendments”, Section 42-250, which was formally entitled “Changes and Amendments”, is hereby amended by adding:

Rolla’s property owners, legislative bodies, and government officials may propose amendments to the Official Zoning Map (e.g. rezoning requests), the Future Land Use Map, or the text of Rolla’s Planning and Zoning Code. For such a request to be initiated, applicants must submit the appropriate application and the Map & Text Amendment fee listed in the Fee Schedule in Section 42.143.1 of the Rolla Planning and Zoning Code. All applications and fees shall be filed with the Community Development Department no later than the second Tuesday of each month for consideration during the following month. (Ord. 3414)

SECTION 23. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 20, which was formally entitled “Changes and Amendments”, Section 42-250.4, Notice of Hearing Before City Council, is hereby amended by deleting:
A public hearing shall be held by the City Council before adopting any proposed amendment, supplement or change at which parties in interest and citizens shall have an opportunity to be heard. Notice of such hearing shall be made by publishing the same in a newspaper of general circulation published in the City of Rolla, Missouri; the said notice shall be published at least fifteen (15) days before said public hearing before the City Council and shall specify the time and place of such hearing and the location where the application and related documents may be viewed. (Ord. 3414)

SECTION 24. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 20, which was formally entitled “Changes and Amendments”, Section 42-250.4, Notice of Hearing Before City Council, is hereby amended by adding:

A public hearing, where parties in interest and citizens shall have an opportunity to be heard, shall be held by the City Council before adopting any proposed amendment. At least fifteen days before the public hearing is held, a notice of such a hearing shall be published in an official paper or a paper of general circulation in Rolla. The notice shall specify the time and place of such hearing and the location where the application and related documents may be viewed. In addition, staff shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code. (Ord. 3414)

SECTION 25. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 21 - Administration, Enforcement and Review -, Section 42-254.5, Notice of Appeals, is hereby amended by deleting:

Notice of appeals shall be submitted not less than twenty eight (28) days prior to a regularly scheduled Board meeting. The applicant shall be notified in writing by registered mail of the date, time and location of the hearing. Upon filing a notice of appeal with the secretary of the Board of Adjustment, the applicant shall deposit the sum of one hundred and fifty dollars ($150.00) with the City Clerk to cover the cost of mailing and posting notices, staff time to process the application, court reporting, and other administrative expenses. (Ord. 3414; Ord. 3566, §6; Ord. 3748, §12)

SECTION 26. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 21 - Administration, Enforcement and Review -, Section 42-254.5, Notice of Appeals, is hereby amended by adding:

Notice of appeals (i.e. an appeal application) shall be submitted not less than twenty-eight days prior to a regularly scheduled Board meeting. The applicant shall be notified in writing by registered mail of the date, time, and location of the hearing. Upon filing a notice of appeal with the secretary of the Board of Adjustment, the applicant must submit to the Community Development
Department the appeal application and the appeal fee listed in Section 42.143.1 of the Rolla Planning and Zoning Code. A public hearing shall be held for such proposals and the Community Development Department shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code. (Ord. 3414; Ord. 3566, §6; Ord. 3748, §12)

SECTION 27. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 21 - Administration, Enforcement and Review -, Section 42-255.1, Notice of Hearings, is hereby amended by deleting:

Applications for special exceptions and variances shall be submitted on forms provided for this purpose not less than twenty-eight (28) days prior to a regularly scheduled Board meeting. Once the application has been determined to be complete, the Board of Adjustment shall hold a public hearing and written notice of all such public hearings shall be sent by the secretary of the Board to the applicant and all other persons deemed by the Board to be affected. Notices shall also be posted in three conspicuous places in the vicinity of the real estate to be affected, such notice to be posted not less than ten days before the date set for public hearing. Such notices shall state the time and place of such public hearing. Provided, however, all provisions contained herein with respect to the mailing and posting of notices of hearing shall be deemed sufficient upon substantial compliance with this Section, which is to be construed as directory and not mandatory. (Ord. 3414)

SECTION 28. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 21 - Administration, Enforcement and Review -, Section 42-155.1, Notice of Hearings, is hereby amended by adding:

Applications for special exceptions, variances, and use variances shall be submitted on forms provided for this purpose not less than twenty-eight days prior to a regularly scheduled Board meeting. Along with the submission of such an application, the applicant shall submit the appropriate fee listed in Section 42.143.1 of the Rolla Planning and Zoning Code. Once the application has been determined to be complete, the Board of Adjustment shall hold a public hearing and written notice of all such public hearings shall be sent by the secretary of the Board to the applicant and all other persons deemed by the Board to be affected. In addition, upon completeness, the Community Development Department shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code. (Ord. 3414)

SECTION 29. Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 21 - Administration, Enforcement and Review -, Section 42-255.4, Special Exceptions, is hereby amended by deleting:
The prospective occupant or owner of the property shall make application for special exceptions according to the terms of this Article. A deposit of ten dollars ($10.00) shall accompany such application, to cover expenses of mailing and posting notices. The Board of Adjustment may, after public notice and hearing and subject to the conditions and safeguards herein contained, authorize special exceptions to this Article as follows:

**SECTION 30.** Chapter 42 of the Rolla City Code, Article III, which is known as the Planning and Zoning Code, Division 21 - Administration, Enforcement and Review -, Section 42-155.4, **Special Exceptions**, is hereby amended by adding:

The prospective occupant or owner of the property shall make application for special exceptions according to the terms of this Article and follow the application procedures outlined in Section 42-255.1 of this Division. Subject to the conditions and safeguards herein contained, after public notice and hearing, the Board of Adjustment may authorize special exceptions to this Article as follows:


APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: First reading

SUBJECT: A request to vacate all of Asher Street and portions of Joyce Avenue and 12th Street. (PCRMC)

MEETING DATE: 02-20-2018

GENERAL INFORMATION:
CASE NUMBER: VAC18-01, 02, 03  SUBMISSION DATE: 01-19-2018

APPLICANT(S):  The parcels (the subject parcels) that abut the streets or the portions of streets that have been requested to be vacated (the subject streets) are owned by the Phelps County Regional Medical Center (PCRMC). Sylvester Furse of Archer-Elgin Surveying and Engineering LLC is the agent responsible for submitting the application materials for this proposal.

LOCATION: The subject parcels are located on the west side of the City of Rolla, Missouri, in the general area immediately west and southwest of the intersection of Powell Avenue and 13th Street. The subject streets and parcels are mostly contained within the Powell 2nd Addition Subdivision, which is currently being developed into PCRMC's eastern parking lot.

ATTACHMENTS: Maps are attached as Figures 1-A through 1-C. Surveys are attached as Figures 1-D through 1-E.

PROJECT DESCRIPTION: The applicant is proposing to vacate all of Asher Street and portions of Joyce Avenue and 12th Street in order to control traffic flow as they develop the area into a parking lot for the medical facility.

ANALYSIS:
HISTORY AND FUTURE: The subject parcels and streets were originally part of residential subdivision of single-family units. The street network had high connectivity and was web-based. From the years of 1998 to 2008, the southwest corner of this subdivision, the closest portion to the original PCRMC facility, was purchased by PCRMC and used to locate additional parking and buildings. With this expansion came the vacation of the south portion of Duane Avenue (2006) and the dedication of Asher Street (2008). Currently, along with a few other scattered properties, only a row of citizen-owned houses along the north border of this subdivision still exists in the original subdivision. More than a few of the PCRMC properties have been turned into parts of a parking lot for PCRMC’s facility. PCRMC’s plan for the near future is to construct a parking lot on the remaining PCRMC-owned parcels. The twenty-year plan for the facility includes the creation of a road on the northern part of this subdivision.

CONFORMANCE TO ZONING REGULATIONS: When Duane Avenue was vacated, many parcels located in the Single-Family Zoning (zoning) District were left with no access to a public street and were never rezoned to the Government and Institutional (zoning) District to accommodate the construction of hospital buildings and parking lots. This lack of action created
many non-conforming lots and uses. By vacating Joyce Avenue and 12th Street without rezoning and consolidating abutting lots, even more non-conforming lots and uses than already exist on the facility will be created.

**INTERNAL COMMENTS:** Rolla Municipal Utilities (RMU), the Public Works Department (PW), Ameren Gas, and Ron Smith of Rolla’s Fire Department provided our department with comments pertaining to the proposed street vacations. RMU, Ameren Gas, and PW request that utility easements be placed within the portions of the right-of-ways subject to this proposal upon their vacation. These easements are requested to remain in place until existing utilities are abandoned. In addition, RMU requests that easements be placed on the PCRMC site along water lines that are unrelated to the vacated streets. These easements were requested in past development of the PCRMC site, but were never given. Lastly, the Fire Department has commented that 11th Street is not an ideal road for fire safety access. They have requested that, before Asher Street is completely vacated, PCRMC shall complete the construction of a private drive that leads into PCRMC’s eastern parking lot.

At the Development Review Committee meeting, the applicant’s agent responded to these comments by indicating that, upon discussion with the applicant, he will submit legal descriptions of those requested easements, work with RMU to locate unrelated water line easements on the PCRMC site, and attempt to send our department a letter or email from the applicant that will ensure the private driveway will be fully built before the subject streets are vacated.

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

**ACTION REQUIRED:** Unanimously, the Planning & Zoning Commission recommends approval. The action requested from the City Council is to approve, deny, or conditionally approve the City of Rolla’s proposal to vacate all of Asher Street and portions of Joyce Avenue and 12th Street.
Figure 1-A, Site Plan with Approx. Location of Vacations
Figure 1-C, Vacations with Zoning
Figure 1-D, Survey of Joyce and 12th Street Vacations
Figure 1-E, Partial Image of Asher Dedication Plat from 2008
AN ORDINANCE APPROVING THE VACATION OF ALL OF ASHER STREET, ALL OF
JOYCE AVENUE FROM THE NORTHERN BOUNDARY OF LOT 9 OF BLOCK 4 OF THE
POWELL SECOND ADDITION TO 11TH STREET, AND ALL OF THE STRETCH OF 12TH
STREET SITUATED BETWEEN THE NORTHERN EDGE LOT 14 OF BLOCK 1 OF THE
POWELL SECOND ADDITION TO THE EASTERN EDGE OF LOT 18 OF BLOCK 1 OF THE
POWELL SECOND ADDITION; AND THAT THE VACATED STREETS SHALL BE
RETAINED AS UTILITY EASEMENTS. (PHELPS COUNTY REGIONAL MEDICAL
CENTER).

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

Section 1: That the street known as Asher Street described in the following legal
description be vacated. A fractional part of the Southwest Quarter of the Southwest Quarter
of Section 2, Township 37 North, Range 8 West of the 5th P.M. described as follows:
Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter
of said Section 2; thence North 0°49'40" West, 29.64 feet along the West line of said
Southwest Quarter of the Southwest Quarter to the North right of way 10th Street; thence
North 89°48' East, 269.62 feet along said North right of way to the true point of beginning
of the hereinafter described tract: Thence North 0°38'30" West, 250.11 feet to the South
right of way of 11th Street; thence North 89°33'20" East, 50.00 feet along said South right
of way; thence South 0°38'30" East, 250.32 feet to the aforesaid North right of way of 10th
Street; thence South 89°48' West, 50.00 feet along said North right of way to the true point
of beginning. Above described tract contains 0.29 acre, more or less, per plat of survey R

Section 2: That the section of the street known as 12th Street described in the following
legal description be vacated. All that part of 12th Street lying between Blocks 1 and 4 of
POWELL SECOND ADDITION, Rolla, Missouri more particularly described as follows:
Beginning at the Northeast Corner of Lot 21, Block 4 of said POWELL SECOND
ADDITION, also being the southwesterly right of way of the aforesaid 12th Street; thence
northwesterly, 131.74 feet along the arc of a curve, concave northeasterly with a radius of
249.24 feet, the chord of which is North 52°06' West, 130.21 feet, and, North 36°57'30"
West, 186.59 feet, and, North 37°01'30" West, 145.20 feet, all along said southwesterly
right of way of 12th Street; thence North 52°58'30" East, 59.52 feet to the westernmost
corner of Lot 14, Block 1 of the aforesaid POWELL SECOND ADDITION, also being on
the northeasterly right of way of the aforesaid 12th Street; thence South 37°16'10" East,
65.19 feet, and, South 37°18'40" East, 43.96 feet, and, South 37°01'10" East, 128.81 feet,
and, South 36°56'30" East, 92.65 feet, and, southeasterly, 80.21 feet along the arc of a
curve, concave northeasterly with a radius of 192.00 feet, the chord of which is South
48°57'20" East, 79.63 feet, all along said northeasterly right of way of 12th Street to the
southwest corner of Lot 19, Block 1 of the aforesaid POWELL SECOND ADDITION;
thence South 4°02'10" West, 64.98 feet to the point of beginning. Per plat of survey J
2402, dated January 19, 2018, by CM Archer Group, P.C.
Section 3: That the section of the street known as Joyce Avenue described in the following legal description be vacated. All that part of Joyce Avenue lying between Block 4 of POWELL SECOND ADDITION and REVISED SUBDIVISION OF BLOCK 3 OF POWELL’S SECOND ADDITION, Rolla, Missouri more particularly described as follows: Beginning at the Westernmost Corner of Lot 9, Block 4 of said POWELL SECOND ADDITION, also being on the northeasterly right of way of Joyce Avenue; thence South 43°30′50″ East, 119.93 feet, and, South 43°29′10″ East, 271.21 feet, and, southeasterly, 123.70 feet along the arc of a curve, concave northeasterly with a radius of 150.00 feet, the chord of which is South 67°06′30″ East, 120.22 feet, all along said northeasterly right of way of Joyce Avenue to its intersection with the North right of way of 11th Street; thence South 89°03′10″ West, 180.31 feet along said North right of way to its intersection with the southwesterly right of way of the aforesaid Joyce Avenue; thence northerly, 34.71 feet along the arc of a curve, concave westerly with a radius of 15.00 feet, the chord of which is North 22°46′ East, 27.47 feet, and, North 43°31′30″ West, 120.65 feet, and, North 43°33′20″ West, 151.99 feet, and, North 43°32′ West, 95.64 feet, all along said southwesterly right of way of Joyce Avenue; thence North 46°28′ East, 59.83 feet to the point of beginning. Per plat of survey J 2402, dated January 19, 2018, by CM Archer Group, P.C.

Section 4: That all three vacations described in Section 1, Section 2, and Section 3 of this ordinance shall be retained as utility easements until abandoned, surrendered, or otherwise extinguished.

Section 5: That this Ordinance shall be in full force and effect from and after the date of its passage and approval.


APPROVED:

ATTEST: Mayor

City Clerk

APPROVED AS TO FORM:

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

ITEM/SUBJECT: Request by S&T – Interfraternity Council – Sept. 2018 Greek Week Games

BUDGET APPROPRIATION (IF APPLICABLE) N/A        DATE: February 20, 2018

COMMENTARY:

The S&T IFC is again requesting use of the Rolla National Airport Extravaganza site for their Greek Week games on September 15 and 22. The event has taken place for 15+ years and cooperation has generally been excellent. The request includes a license for beer sales, which requires a State license, insurance, security, and bus transportation for all participants with the exception of event organizers.

Recommendation: Motion to approve use of RNA fields for Greek Week Games in September 2018 with proper beer sales.
Mr. John Butt,

White Columns Drive
Rolla, MO 65401

I would like to request the use of the Eulessian Fields/Etravaganza Site at the Rolla National Airport on the behalf of the Missouri S&T Interfraternity Council for our Annual Greek Week Games Saturday, September 15th, 2018, and Saturday, September 22nd, 2018. I would also enjoy the privilege to work on said fields during times they are not in use to provide maintenance and mowing before the games.

The Council would also like to request to have alcohol present from a local permitted and licensed vendor as we have in years past. We will be hiring two members of the Rolla Sheriff’s Department to check ID’s and will be following our Risk Management Policies approved by the campus for the event. We are currently pursuing the same insurance policy through the Campus as we have used the past couple of years with the city listed as co insured.

I, or someone of our Executive Board, will be able to attend any of the upcoming City Council meetings to answer any questions anyone might have. If you have any questions for me directly, please feel free to call me or email me.

Sincerely,

Tyler Schneider
IFC Fields Chair
Cell: (636) 219-7782
Email: tws3f@mst.edu
DEPARTMENT HEAD: John Butz, City Administrator ACTION REQUESTED: Resolution

ITEM/SUBJECT: Approval of Financial Advisory Services – Sewer Bond Project – Piper Jaffray

BUDGET APPROPRIATION (IF APPLICABLE) $25,000 (contingent on closing)

DATE: February 20, 2018

COMMENTARY:
Following a solicitation for Underwriter or Financial Advisory Services for the Sewer Treatment Plant Project (next 2-3 years) City Council awarded same to Piper Jaffray. The City has worked with PJ in the past, and PJ has significant experience working with the DNR State Revolving Loan Program.

The attached agreement finalizes said services for what could be a $25 million improvement financing-includes solicitation of bond counsel services, financing alternatives, regulatory compliance etc. Preliminary estimates on traditional tax exempt financing (3.75%) with MO SRF financing (1.85%) is nearly $6 million in finance costs. This project could take 3 years to finalize and would likely require a bond election in November 2018.

RECOMMENDATION: Resolution authorizing the Mayor’s signature for Financial Advisory Services with Piper Jaffray.
RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A FINANCIAL SERVICES AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND PIPER JAFFRAY & CO., FOR FINANCIAL ADVISORY SERVICES.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Financial Services Agreement between the City of Rolla, Missouri, and Piper Jaffray & Co., for financial advisory services, a copy of said agreement attached hereto and marked “Exhibit A.”

Section 2: That this resolution be in full force and effect from and after the date of its passage and approval.


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on __________, 2018 by and between City of Rolla, Missouri (the Client) and Piper Jaffray & Co. (Piper Jaffray or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) Services to be provided. Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client’s bonds to be issued from time to time during the term of this Agreement (the Issue(s)) and advice provided during the term of the engagement relating to sewer system improvements.

(B) Scope of Services. The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the issues or Products.
3. Assist the Client in establishing a plan of financing
4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the issue
5. Prepare the financing schedule
6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
7. Consult and meet with representatives of the Client and its agents or consultants with respect to the issue
8. Attend meetings of the Client’s governing body, as requested
9. Advise the Client on the manner of sale of the issue
10. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the issue
11. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client’s selection of a winning bidder
12. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
13. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter’s pricing and offer to purchase
14. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the issue
15. Respond to questions from underwriters
16. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
17. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client and other documents necessary to finalize and close the issue
18. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
19. Prepare a closing memorandum or transaction summary
20. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
21. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
22. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client’s outstanding Issue(s)

For Services Respecting Official Statement. Piper Jaffray has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Jaffray as the municipal advisor if provided by Piper Jaffray in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Jaffray is required under MSRB Rule G-42 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation is based closing. For any issue(s) completed through the SRF Program, the fee shall be $25,000. For all other issues, the fee shall be mutually agreed upon and disclosed in writing in the Statement of Sources and Uses of Funds. Compensation is payable in immediately available funds at closing.

V. IRMA Matters. If the Client has designated Piper Jaffray as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereon. Any reference to Piper Jaffray, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Jaffray and Client agrees not to represent, publicly or to any specific person, that Piper Jaffray is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Jaffray’s prior written consent.

VI. Piper Jaffray’s Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper

1 See MSRB Rule G-42(c)(v).
Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Jaffray written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Jaffray will be responsible for all of Piper Jaffray’s out-of-pocket expenses unless otherwise agreed upon or if out-of-state travel is directed by Client. If out-of-state travel is directed by the Client, Client will reimburse Piper Jaffray for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on closing of the bonds.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Jaffray shall be due and payable upon termination. Upon termination, the obligations of Piper Jaffray under this Agreement, including any amendment shall terminate immediately and Piper Jaffray shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and
disciplinary history. Such disclosures are provided in Piper Jaffray’s Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client’s election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Jaffray to the Client. No recourse shall be had against Piper Jaffray for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Jaffray’s fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the “Indemnitees”) against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a “Claim”), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper Jaffray.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States’ mail, first-class postage prepaid, addressed to the Client at:

City of Rolla
901 North Elm Street
Rolla, MO 65402

Steffanie Rogers, Finance Director
573-426-6980
srogers@rollacity.org
XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Steffanie Rogers, Finance Director
The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

    Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Jaffray & Co.

By: ____________________________
    Todd Goffoy
Its: Managing Director
Date: February 20, 2018

ACCEPTED AND AGREED:

City of Rolla

By: ____________________________
    Louis J Magdits, IV
Its: Mayor
Date: ____________________________

Piper Jaffray & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.
APPENDIX A - DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) Disclosures of Conflicts of Interest. The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealing with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray’s supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the issue and the payment of such fees is contingent upon the successful delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client’s Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this
activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to the Client, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(B) Disclosures of Information Regarding Legal Events and Disciplinary History. The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) How to Access Form MA and Form MA-I Filings. Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at http://www.sec.gov/edgar/searchedgar/companysearch.html. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at http://brokercheck.finra.org, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at http://www.adviserinfo.sec.gov. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) Future Supplemental Disclosures. As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.
# City of Rolla, Missouri

**$25 Million Financing Amount**

Revenue Bonds through SRF vs Certificate of Participation Comparison

February 2, 2018

<table>
<thead>
<tr>
<th>Scenario</th>
<th>Interest Rate *</th>
<th>Average Annual Debt Service</th>
<th>Total Debt Service for 20 Years</th>
<th>Advantages</th>
<th>Disadvantages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue Bonds Issued Through SRF Program</td>
<td>1.85%</td>
<td>$1,506,000</td>
<td>$30,136,000</td>
<td>Lower interest rate</td>
<td>Requires voter-approved revenue bonds</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Interest rate less volatile</td>
<td>More vigorous DNR Process</td>
</tr>
<tr>
<td>Certificates of Participation</td>
<td>3.75%</td>
<td>$1,799,000</td>
<td>$35,981,000</td>
<td>No voting requirement</td>
<td>Higher interest rate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Easier DNR process requirements</td>
<td>Interest rate more volatile</td>
</tr>
</tbody>
</table>

* Based on current interest rates
# BOND DEBT SERVICE

City of Rolla, Missouri  
Revenue Bonds (SAF), Series 2019  
- Preliminary, Subject to Change -

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Debt Service</th>
<th>Annual Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2019</td>
<td>25,000,000</td>
<td>5136,247.50</td>
<td>30,136,247.50</td>
<td>30,136,247.50</td>
<td></td>
</tr>
</tbody>
</table>

PiperJaffray
# BOND DEBT SERVICE

City of Rolla, Missouri  
Certificates of Participation, Series 2019  
- Preliminary, Subject to Change -

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>Principal</th>
<th>Coupon</th>
<th>Interest</th>
<th>Debt Service</th>
<th>Annual Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/2020</td>
<td>860,000</td>
<td>3.75%</td>
<td>468,750.00</td>
<td>468,750.00</td>
<td>1,797,500.00</td>
</tr>
<tr>
<td>01/01/2021</td>
<td>895,000</td>
<td>3.75%</td>
<td>452,625.00</td>
<td>452,625.00</td>
<td>1,800,250.00</td>
</tr>
<tr>
<td>01/01/2022</td>
<td>930,000</td>
<td>3.75%</td>
<td>435,843.75</td>
<td>435,843.75</td>
<td>1,801,687.50</td>
</tr>
<tr>
<td>01/01/2023</td>
<td>960,000</td>
<td>3.75%</td>
<td>418,406.25</td>
<td>418,406.25</td>
<td>1,796,812.50</td>
</tr>
<tr>
<td>01/01/2024</td>
<td>1,000,000</td>
<td>3.75%</td>
<td>400,406.25</td>
<td>400,406.25</td>
<td>1,800,812.50</td>
</tr>
<tr>
<td>01/01/2025</td>
<td>1,035,000</td>
<td>3.75%</td>
<td>381,666.66</td>
<td>381,666.66</td>
<td>1,798,312.50</td>
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<tr>
<td>01/01/2026</td>
<td>1,075,000</td>
<td>3.75%</td>
<td>362,250.00</td>
<td>362,250.00</td>
<td>1,799,500.00</td>
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<tr>
<td>01/01/2027</td>
<td>1,115,000</td>
<td>3.75%</td>
<td>342,093.75</td>
<td>342,093.75</td>
<td>1,799,187.50</td>
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<td>01/01/2028</td>
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<td>321,187.50</td>
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<td>1,797,375.00</td>
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<tr>
<td>01/01/2029</td>
<td>1,200,000</td>
<td>3.75%</td>
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<td>299,531.25</td>
<td>1,799,062.50</td>
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<tr>
<td>01/01/2030</td>
<td>1,245,000</td>
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<td>277,031.25</td>
<td>277,031.25</td>
<td>1,799,062.50</td>
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<tr>
<td>01/01/2031</td>
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<td>3.75%</td>
<td>253,687.50</td>
<td>253,687.50</td>
<td>1,797,375.00</td>
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<tr>
<td>01/01/2032</td>
<td>1,340,000</td>
<td>3.75%</td>
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<td>229,500.00</td>
<td>1,799,000.00</td>
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<tr>
<td>01/01/2033</td>
<td>1,390,000</td>
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<td>204,375.00</td>
<td>1,798,750.00</td>
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<td>178,312.50</td>
<td>1,801,625.00</td>
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<tr>
<td>01/01/2035</td>
<td>1,495,000</td>
<td>3.75%</td>
<td>151,218.75</td>
<td>151,218.75</td>
<td>1,797,437.50</td>
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<tr>
<td>01/01/2036</td>
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<td>3.75%</td>
<td>123,187.50</td>
<td>123,187.50</td>
<td>1,801,375.00</td>
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<tr>
<td>01/01/2037</td>
<td>1,610,000</td>
<td>3.75%</td>
<td>94,031.25</td>
<td>94,031.25</td>
<td>1,798,062.50</td>
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<tr>
<td>01/01/2038</td>
<td>1,670,000</td>
<td>3.75%</td>
<td>63,843.75</td>
<td>63,843.75</td>
<td>1,797,687.50</td>
</tr>
<tr>
<td>01/01/2039</td>
<td>1,735,000</td>
<td>3.75%</td>
<td>32,531.25</td>
<td>32,531.25</td>
<td>1,800,062.50</td>
</tr>
</tbody>
</table>

25,000,000

01/01/2020  468,750.00  1,328,750.00  1,797,500.00
01/01/2021  452,625.00  1,347,625.00  1,800,250.00
01/01/2022  435,843.75  1,365,843.75  1,801,687.50
01/01/2023  418,406.25  1,378,406.25  1,796,812.50
01/01/2024  400,406.25  1,400,406.25  1,800,812.50
01/01/2025  381,666.66  1,416,666.66  1,798,312.50
01/01/2026  362,250.00  1,437,250.00  1,799,500.00
01/01/2027  342,093.75  1,457,093.75  1,799,187.50
01/01/2028  321,187.50  1,476,187.50  1,797,375.00
01/01/2029  299,531.25  1,499,531.25  1,799,062.50
01/01/2030  277,031.25  1,522,031.25  1,799,062.50
01/01/2031  253,687.50  1,543,687.50  1,797,375.00
01/01/2032  229,500.00  1,569,500.00  1,799,000.00
01/01/2033  204,375.00  1,594,375.00  1,798,750.00
01/01/2034  178,312.50  1,623,312.50  1,801,625.00
01/01/2035  151,218.75  1,646,218.75  1,797,437.50
01/01/2036  123,187.50  1,678,187.50  1,801,375.00
01/01/2037  94,031.25   1,704,031.25  1,798,062.50
01/01/2038  63,843.75   1,733,843.75  1,797,687.50
01/01/2039  32,531.25   1,767,531.25  1,800,062.50

25,000,000
ITEM/SUBJECT: Missourians for Monarchs
Contract for Services

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 02/20/18

COMMENTARY: Attached is a proposed Contract for Services with the Missourians for Monarchs.

UTW Rolla Development, LLC, the developer of the Westside Marketplace, has set aside Westside Natural Area Escrow to cover the costs of developing the Westside Natural Area between the development and Old Wire Road. This contract provides for establishment of this area by Missourians for Monarchs through the use of native plants and other natural products. The bulk of this effort will be done by DJM Ecological Services, Inc. The Missourians for Monarchs will oversee the work.

In addition Missourians for Monarchs will assist city staff in selecting native plants to restore the riparian corridors in the area and to advise on the informational signage. All hard costs will be paid from the proceeds from the Westside Natural Area Escrow Account. Additional plantings will be done by the Missourians for Monarchs with assistance from our correctional facility crew.

Staff recommends approval.
CONTRACT FOR SERVICES

ASSORTED LANDSCAPING/BEAUTIFICATION EFFORTS

A) This document shall be a Contract for Services between Missourians for Monarchs and the City of Rolla (hereinafter referred to as “City”).

B) The objective of this Contract shall be to enhance the natural beauty and environment of the Westside Natural Area through the use of native plants and other natural products.

C) Proceeds for this project will be provided by a Westside Natural Area Escrow Account established by UTW Rolla Development, LLC, for the express purpose of establishing the Westside Natural Area.

D) Under this agreement Missourians for Monarchs agree to:
   1) Administrate the attached contract with DJM Ecological Service Inc. and coordinate the landscaping and maintenance of the Westside Natural Area over the next three years;
   2) Assist city staff in procuring informational signage for the Westside Natural Area;
   3) Assist city staff in selecting native plantings to restore the riparian corridors within the Westside Natural Area;
   4) Provide additional expert advice and product selection as needed.

E) To assist Missourians for Monarchs with these efforts to establish the Westside Natural Area, using proceeds from the Westside Natural Area Escrow Account the City agrees to:
   1) Provide funds for the services provided outlined in the attached contract by DJM Ecological Services, Inc.;
   2) Provide funds for the seeds, plants and other natural products used in the establishment of the Westside Natural Area;
   3) Provide an operating subsidy for the continued operation of Missourians for Monarchs as follows: 2018 - $2,500; 2019 - $500; 2020 - $500;
   4) Provide ongoing support through various City Departments for Missourians for Monarchs sponsored special events as approved by the City Administrator;
   5) Provide technical assistance in the identification and administration of grant opportunities.
F) The length of this Contract shall be three (3) years from the effective date of this agreement.

1) This agreement may be renewed in writing for an additional two (2) years subject to modification mutually agreed upon by both parties.

G) This agreement may be amended in writing by the signed mutual consent of both parties.

H) This agreement may be terminated for cause by either party by certified mail giving sixty (60) days written notice. The other party shall have thirty (30) days in which to remedy any deficiency prior to the termination being effective.

I) The following signatures constitute a valid agreement between Missourians for Monarchs and the City of Rolla.

DATE: ________________________ SIGNATURE: ________________________
MISSOURIANS FOR MONARCHS

DATE: ________________________ SIGNATURE: ________________________
MAYOR, CITY OF ROLLA
DJM Ecological Services, Inc. proposes to provide the following services to install native seed and cover crop at the Menards/Westside Marketplace construction site. This area was hydro seeded with oats in late September and some of that cover crop is currently on the site along with straw mulch, but much of it has been winter-killed or drought-killed at this point.

**Scope of Work:**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>EACH</th>
<th>EXTENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Native Seed Installation: 3.97 acres of Savannah Mix with Bobcat seeder and hand seeding where slope is more intense. Includes cover crop to be installed with native seed mix. Some hand work may be required to fine tune seeding on corners where equipment cannot reach. This price is for installation and cover crop only, seed is being sourced through Pure Air Natives.</td>
<td>1</td>
<td>LS</td>
<td>n/a</td>
<td>$2,429.15</td>
</tr>
<tr>
<td>TOTAL INSTALLATION</td>
<td></td>
<td></td>
<td></td>
<td>$2,429.15</td>
</tr>
<tr>
<td>STEWARDSHIP: Includes spot mowing, spot spraying &amp; pulling of annual weeds and any encroaching invasive species.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1 (2018)</td>
<td>6</td>
<td>Visits</td>
<td>$2,071.87</td>
<td>$12,431.22</td>
</tr>
<tr>
<td>Year 2 (2019)</td>
<td>6</td>
<td>Visits</td>
<td>$1,931.87</td>
<td>$11,591.22</td>
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<tr>
<td>Year 3 (2020)</td>
<td>5</td>
<td>Visits</td>
<td>$1,879.12</td>
<td>$9,395.60</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$33,418.04</td>
</tr>
</tbody>
</table>

**Project Specifics:**
- Seed order delivered to: City of Rolla Public Works Dept, Attn: Darin Pryor, PE, 901 North Elm Street, Rolla, MO 65401
- Seed Invoice delivered to: Missourians for Monarchs, Attn: Bob Lee, 16429 Horseshoe Ridge Rd, Chesterfield, MO 63005

**Project Timeline:**
- Before May 2018

**Project Access:**
- See photos & maps attached

**Proposal is based on:**
- Taxes are included.
- Proposal is valid for 30 days from date on signature line
- Net 30 terms unless otherwise specified & agreed to, in writing, prior to start of project
  - 2.5% discount for invoices paid on NET 15 terms
  - 4% service charge for all unpaid balances over NET 60
Client agrees to reimburse DJM for all expenses associated with the collection of unpaid balances
- All line items include the appropriate licenses, permits, and insurance
  - If the client requires a certificate of insurance, request must be made in advance of mobilization
- Line items are inclusive of mobilization unless otherwise specified
  - Additional mobilizations will be charged on a per occurrence basis
- All installed plant material will be true to species and in good health
- Proposal is presented on a 'Not to Exceed' basis
  - Should additional scope be required, DJM will secure client's approval before proceeding utilizing agreed upon unit costs
- All on-site DJM employees will wear high visibility clothing and task appropriate Personal Protective Equipment (PPE) including long pants, safety toe boots, safety glasses, hard hats, and gloves
- DJM Terms & Conditions attached

Safety Training Credentials & Licensure
- On-site supervisor is trained to OSHA-30 & MSHA Part 48b threshold, field technicians are trained to MSHA part 48b and OSHA-10 thresholds
- On-site supervisor and field technicians hold a Certified Commercial Applicator License with the MO Department of Agriculture, with specialized categories in Aquatic, Forest, Ornamental and Right-of-Way Pest Control

Agreement:
Missourians for Monarchs agrees to the proposal above and acknowledges DJM's commitment to deliver quality material while exceeding the installation standards as detailed in DJM's Quality Installation and Stewardship Terms & Conditions. Missourians for Monarchs agrees to the project timeline and by signing, grants permission to DJM to access the jobsite or will obtain permission from neighboring sites, if warranted, to complete the scope of work. For the proposed work, Missourians for Monarchs agrees to compensate DJM according to the fee schedule and terms detailed herein.

Susan Wrasmann  Date
Missourians for Monarchs-N&G

Doug Bauer  Date
President, DJM Ecological Services, Inc.

Client Information:

<table>
<thead>
<tr>
<th>Name</th>
<th>Susan Wrasmann</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Business</td>
<td>Missourians for Monarchs</td>
</tr>
<tr>
<td>Street Address</td>
<td>1950 Carmel Ct</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Rolla, MO 65401</td>
</tr>
<tr>
<td>Phone #</td>
<td>573-364-9588 Susan // 636.530.7842 Bob Lee</td>
</tr>
<tr>
<td>Other</td>
<td><a href="mailto:swras@fidmail.com">swras@fidmail.com</a> Susan // <a href="mailto:Rlee010@earthlink.net">Rlee010@earthlink.net</a> Bob Lee</td>
</tr>
</tbody>
</table>

Any other information or special instructions for invoicing, scheduling, or notes:
Looking North, then East from the paved pathway through the project.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan
ACTION REQUESTED: Resolution

ITEM/SUBJECT: Generator

BUDGET APPROPRIATION: $ 

DATE: February 20, 2018

Commentary:

The bid for the purchase of a new generator was awarded to Oakley Services last month. Attached is a copy of the contract.

Recommendation:

Resolution to authorize the mayor to enter into a contractual agreement with Oakley Services for the purchase and installation of a new emergency power generator system.
RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND OAKLEY SERVICES, INC. FOR THE INSTALLATION OF A DIESEL POWERED 200KW EMERGENCY POWER GENERATOR SYSTEM.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a certain Contract Agreement between the City of Rolla, Missouri, and Oakley Services, Inc., for the installation of a diesel powered 200KW emergency power generator system, a copy of said contract agreement attached hereto and marked “Exhibit A.”

Section 2: That this resolution be in full force and effect from and after the date of its passage and approval.


APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of ___________, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Oakley Services, Inc., Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the installation of "Diesel Powered 200KW Emergency Power Generator System", in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

I.V.E2
ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other installation accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, install, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the installation of "Diesel Powered 200KW Emergency Power Generator System".

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete installation of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $99,992.02 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VII. That the Contractor shall deliver and install generator within 14 to 16 weeks ARO.

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

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

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

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

CITY OF ROLLA, MISSOURI  
BY ____________________________  
Mayor, Owner, Party of the First Part

CONTRACTOR  
BY ____________________________

Printed Name  
Printed Name/Title

STATE OF MISSOURI  
SS  
County of Phelps  

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

My Commission Expires: __________________________

Notary Public

STATE OF ILLINOIS  
SS  
County of __________________________

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

My Commission Expires: __________________________

Notary Public
Vendor's Information & Bid for Fully Installed New Diesel Powered 200KW Emergency Power Generator System with Automatic Transfer Switch (Generator)

Dealer Name: Oakley Services, Inc.

Address: 1602 N Waterworks Road

City: Okawville State: IL Zip Code: 62271

Phone: 618-243-5348 Email Address: brandibruck.osi@live.com

Make: Blue Star Power Systems Model: JD200-01

Engine Manufacturer: John Deere Number of cylinders/inline or vee: 6/Inline

Bore and Stroke: 4.19" x 5" Displacement in cubic inches: 415 Cubic Inches

Rated capacity (kW): 200kW

Total Price for New Generator & Installation: $101,342.02

Trade in Value for Used Generator & removal: 3,750.00 - 2,400.00 (cost to remove) = $1,350.00

Proposed Delivery time after receiving order for Generator? Equipment Lead Time = 14-16 Weeks ARO

Printed Name: Brandi Bruck Signature: Brandi Bruck

Title: Vice President Date: 12-15-17
Minimum Specifications for a Fully Installed New Diesel Powered 200KW Emergency Power Generator System with Automatic Transfer Switch (Generator). General Information: Fill in all spaces, showing specific information. Failure to do so could result in bid rejection.

<table>
<thead>
<tr>
<th>General</th>
<th>Equipment Specifications</th>
<th>Available</th>
<th>Unavailable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Generator</td>
<td>A new fully installed diesel powered 200kW, with a minimum of 300 horsepower rating, 120/208 volt, three phase emergency power generator system with automatic transfer switch</td>
<td>Yes</td>
<td>As Specified</td>
</tr>
<tr>
<td>2 Temperature Range</td>
<td>Generator must be capable of being operated at an altitude of 1,122 feet above sea level. Must be able to operate in temperatures of -20 degrees Fahrenheit to 115 degrees Fahrenheit. Must be a radiator cooled unit.</td>
<td>Yes</td>
<td>As Specified</td>
</tr>
<tr>
<td>3 Starting</td>
<td>Generator must be able to start, accelerate to governed speed and voltage and accept full load in 10 seconds or less via automatic transfer switch. Must be equipped with a battery and automatic float battery charger capable of starting the unit if there is no external power.</td>
<td>Yes</td>
<td>As Specified</td>
</tr>
<tr>
<td>4 Rated Power</td>
<td>The stated or guaranteed net electrical output obtainable continuously from a generator set functioning at rated conditions without exceeding allowable temperature rise, without exceeding 105 degrees Celsius, 24 hours a day, with no duration time limit at specified altitude (1,122 feet) and ambient temperature (-20 to 115 degrees Fahrenheit)</td>
<td>Yes</td>
<td>As Specified</td>
</tr>
<tr>
<td>5 Labor</td>
<td>All work performed at prevailing wage. Contractor will provide all equipment, wiring, and labor required to remove the existing generator. Fully install, set in place, wire, and anchor the new generator system shown and specified, including all equipment, controls, and accessories required for a complete operating system. Will also provide all conduit and wiring, exhaust, fuel piping and exhaust air duct as required for proper cooling as per manufactures specifications.</td>
<td>Yes</td>
<td>As Specified</td>
</tr>
<tr>
<td>6 Quality Assurance</td>
<td>Contractor will test generator system, will ensure that all materials, parts and components are new and of current design and manufacture, ensure that generator and system are in proper working order, prior to</td>
<td>Yes</td>
<td>As Specified</td>
</tr>
<tr>
<td></td>
<td>Project Completion</td>
<td>Fuel System</td>
<td>Automatic Transfer Switch</td>
</tr>
<tr>
<td>---</td>
<td>-------------------</td>
<td>-------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Generator must be able to operate on #2 diesel fuel.</td>
<td>Yes As Specified</td>
</tr>
<tr>
<td>8</td>
<td>Automatic Transfer Switch</td>
<td>Contractor will furnish and install new power transfer rated at least 1200 amps to operate generator. The Automatic transfer switch shall be service entrance rated, the number of poles = 3. Should operate as a conventional break before-make (open transition) switch when the power source serving the load fails. Design that transfer in a delayed transition manner (intentionally delay in the neutral position) are not acceptable. Type of enclosure should be Nema 3R Secured. The Automatic Transfer Switch shall have a remote annunciator installed in the communications center, which is located in the basement of the Rolla Police Department.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Time Delays</td>
<td>A time delay shall be provided to override momentary normal source outages and delay all transfer and engine starting signals. Adjustable from 0 to 6 seconds. A time delay shall be provided on transfer to emergency, adjustable from 0 to 5 minutes for controlled timing of transfer of loads to emergency. A time delay shall be provided on retransfer to normal, adjustable from 0 to 30 minutes. Time delay shall be automatically bypassed if emergency source fails and normal source is acceptable. A time delay shall be provided on shutdown of engine generator for cool down, adjustable from 0 to 5 minutes.</td>
<td>Yes As Specified</td>
</tr>
<tr>
<td>10</td>
<td>Start-Up Assistance</td>
<td>A factory authorized service representative will conduct field tests as follows: Verification and testing of all time delays. Mechanical operation test. Normal power failure mode test. Verification of proper operation of automatic transfer switch in &quot;test mode.&quot; Minimum of four hours of training to on-site personnel.</td>
<td>Yes As Specified</td>
</tr>
<tr>
<td>11</td>
<td>Warranty</td>
<td>Two year warranty covering engine generator set, accessories and automatic transfer switch for defects in material or workmanship.</td>
<td>Yes As Specified</td>
</tr>
<tr>
<td>12</td>
<td>Enclosure</td>
<td>This unit will be mounted outdoors. It must be enclosed in a level 3 weather proof sound attenuated enclosure with at least 1.5&quot; of sound insulation and locking doors.</td>
<td>Yes As Specified</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Fuel tank</td>
<td>Minimum 375-gallon double wall sub-base fuel tank filled with diesel fuel will be supplied by the contractor. Fuel tank must be UL-142 listed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fencing/Concrete</td>
<td>Unit will be located outside the Rolla Police Department, just south of the garage doors. Bid must include 8' fence with 3 strands of barbwire. Fence should be constructed of sturdy wood or chain link. If chain link is used, fence shall have privacy slats. Must have double gate large enough to move/remove generator unit. Must include any modification to proposed location. Currently this area has a wood type fence. Likely this area will have to be enlarged to house new generator unit. Site work and materials to adapt this area will be provided by the bidding contractor.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery</td>
<td>All equipment delivered to the Rolla Police Department 1007 North Elm Street Rolla, Missouri 65401.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Price/Bid</td>
<td>Total Price/Bid shall include all equipment, installation, freight, delivery, crane setting and COMPLETE INSTALLATION of this unit/system. Price should include initial fill of oil, antifreeze, diesel, start-up services, warranty validation and instructing facility personnel on the proper operation and maintenance of the system.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Trade in value</td>
<td>Trade in value for 2002 Katolight Model DS0FPZ4, 62.5 kVA, 50 kW generator, 120/208 volt, 3 phase, 4/12 wire. As of 11/6/17 this unit has 2,200 hours on it. Price should include removal of unit. (Separate line item)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Service Manual</td>
<td>Required to be delivered with unit</td>
<td></td>
</tr>
</tbody>
</table>

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Page 8 of 9
December 15, 2017

Captain Smith
Rolla Police Department
1007 N Elm
Rolla, MO 65401

Re: New Emergency Power System - Rolla PD

We are pleased to provide you this quotation for a fully installed new emergency power system. The proposed system would consist of the following.

One (1) Blue Star generator, model no. JD200-01, 200kW, 250kVA, 120/208 volt, three phase, 12 wire, Marathon 431 PSL 6208, 105° C rise rated, 60 cycles, John Deere 60681-IFGS5 diesel driven, 1800 rpm equipped with the following accessories.

A. Unit mounted radiator cooled.
B. Electronic Isochronous governor ± 1/4%.
C. Basler 2020 digital genset control.
D. 700 amp, 3 pole mainline circuit breaker.
E. Unit mounted battery rack, battery, and cables.
F. Automatic float battery charger, 5 amp, 12 vdc.
G. Critical inhousing silencer and exhaust flex connector.
H. Block/water jacket preheater 240 volt, 2250 watt with fixed thermostat.
I. Oil drain extension with valve.
J. Level 3 sound attenuated enclosure with 1.5" of sound insulation and door locks. Choice of standard Blue Star White, Tan or Gray. To be determined by owner.
K. 375 Gallon double wall sub-base fuel tank, UL-142 Listed with electrical stub-up.
L. K-61 and pad type vibration mounts.
M. Blue Star Two (2) Year Limited Warranty

GRAND TOTAL: $101,342.02

OPTION I: Trade in value of existing Katolight Generator Set w/ Removal.

3,750.00 - 2,400.00 (cost to remove) = $1,350.00

PLEASE READ THE FOLLOWING!

Price includes FREIGHT, DELIVERY, CRANE SETTING AND COMPLETE INSTALLATION of the equipment (including specified fencing*). Price includes initial fill of oil, antifreeze AND DIESEL. Price includes START-UP SERVICES, WARRANTY VALIDATION, and instructing facility personnel on the proper operation and maintenance of the system.

*Fencing to be 8' tall galvanized chain link with privacy slats, 3 strands of barbed wire and a 12' drive gate. Privacy slat colors to be determined by owner. Choice of black, brown, redwood, green, beige or gray.

Price quoted is subject to change after 30 days. Price quoted is subject to any state or local taxes applicable. Total will be invoiced upon completion. Terms are net 15 days from the date of invoice. We reserve the right to charge 1.5% per month interest on past due accounts. Upon placing an order the purchaser agrees to these terms. Should it become necessary for Oakley Services, Inc. to take legal action to collect payment, the purchaser agrees to pay all cost for collection. Delivery can be made in approximately 14 to 16 weeks after receipt of firm order.

We wish to thank you for this opportunity to quote you and we are looking forward to receiving your valued order. If you have any questions please do not hesitate to contact us.

Sincerely,
Brandi N. Bruck
Oakley Services, Inc.

Approved by: __________________________ Date: ____________________

PLEASE RETURN VIA FAX TO 618-243-5217 TO EXPEDITE ORDER AND AVOID DELAYS!
PROPOSAL OR BID BOND

KNOW ALL BY THESE PRESENTS, That We, Oakley Services, Inc. 1602 N. Waterworks Road, Okawville, IL 62271

as Principal, and the UNITED FIRE & CASUALTY COMPANY, a corporation organized under the laws of the State of Iowa, and having its principal office in the City of Cedar Rapids in said State, as Surety are held and firmly bound unto
United Fire and Casualty Company, 118 Second Avenue SE, Cedar Rapids, IA 52407

as Owner in the full and just sum of Five Percent of Amount Bid

Dollars, ($5% Amt Bid) for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns, firmly by these presents

WHEREAS, the said Principal has submitted to the said Owner a bid or proposal for:

One (1) Fully Installed New Diesel Powered 200KW Emergency Power Generator System with Automatic Transfer Switch

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within thirty days hereof and in accordance with said proposal a contract shall be awarded to the said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise to remain in full force and virtue.

Signed and Sealed this 19th day of December, 2017

Oakley Services, Inc.

By: Brian Moench VP
Principal

UNITED FIRE & CASUALTY COMPANY
By: Nick Schrementi Attorney-in-Fact

CONT0004 1000

IV-E12
KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint LISA D. HICKS, OR NICHOLAS C. SCHREMENTI, OR MATTHEW R. HARRE, ALL INDIVIDUALLY OF MOUNT VERNON IL.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of March, 2018.

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: _____________________________________________

Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:
On 18th day of March, 2018, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did deprecate and say, that he resides in Cedar Rapids, State of Iowa, that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument, that he knows the seal of said corporations, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Davis
Notary Public
My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALES ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN testimoyn whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 19th day of December, 2017.

By: _____________________________________________

David A. Lange
Secretary, UF&C
Assistant Secretary, UF&I/FPIC
## Diesel Product Line

### JD200-01

**208-600 Volt**

**60 Hz / 1800 RPM**

**200 kWe / 185 kWe**

### Ratings

<table>
<thead>
<tr>
<th>Phase</th>
<th>240V</th>
<th>208V</th>
<th>240V</th>
<th>480V</th>
<th>600V</th>
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<tr>
<td>PF</td>
<td>1.0</td>
<td>0.8</td>
<td>0.8</td>
<td>0.8</td>
<td>0.8</td>
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<tr>
<td>Hz</td>
<td>60</td>
<td>60</td>
<td>60</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Generator Model</td>
<td>432CSL6210</td>
<td>431CSL6205</td>
<td>431CSL6206</td>
<td>431CSL6206</td>
<td>431PSL6243</td>
</tr>
<tr>
<td>Connection</td>
<td>12 LEAD ZIG-ZAG</td>
<td>12 LEAD WYE</td>
<td>12 LEAD DELTA</td>
<td>12 LEAD WYE</td>
<td>4 LEAD WYE</td>
</tr>
</tbody>
</table>

### Standby

<table>
<thead>
<tr>
<th>kW</th>
<th>200</th>
<th>200</th>
<th>200</th>
<th>200</th>
<th>200</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMPs</td>
<td>833</td>
<td>695</td>
<td>602</td>
<td>301</td>
<td>241</td>
</tr>
<tr>
<td>Temp Rise</td>
<td>130°C / 27°C</td>
<td>130°C / 27°C</td>
<td>130°C / 27°C</td>
<td>130°C / 27°C</td>
<td>130°C / 27°C</td>
</tr>
</tbody>
</table>

#### Prime (Only Available For Mobile Applications)

<table>
<thead>
<tr>
<th>kW</th>
<th>185</th>
<th>185</th>
<th>185</th>
<th>185</th>
<th>185</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMPs</td>
<td>771</td>
<td>643</td>
<td>557</td>
<td>278</td>
<td>223</td>
</tr>
<tr>
<td>Temp Rise</td>
<td>105°C / 40°C</td>
<td>105°C / 40°C</td>
<td>105°C / 40°C</td>
<td>105°C / 40°C</td>
<td>105°C / 40°C</td>
</tr>
</tbody>
</table>

### Standard Equipment

#### Generator
- Brushless Single Bearing
- Automatic Voltage Regulator
- ± 1% Voltage Regulation
- 4 Pole, Rotating Field
- 130°C Standby Temperature Rise
- 105°C Prime Temperature Rise
- 100% of Rated Load - One Step
- 5% Maximum Harmonic Content
- NEMA MG 1, IEEE and ANSI Standards Compliance for Temperature Rise

#### Engine
- Radiator Cooled Unit Mounted (50°C)
- Blower Fan & Fan Drive
- Starter & Alternator
- Oil Pump & Filter
- Oil Drain Extension w/ Valve
- Governor - Electronic Isochronous
- 12V Battery System & Cables
- Air Cleaner (Dry Single Stage)
- Flexible Fuel Connector
- EPA Certified Tier 3

#### Listing Certifications
- UL 2200 Listed
- cUL Listed
- CSA Certified
- Seismic Certified to IBC 2012

#### Additional
- Microprocessor Based Digital Control
- Interface Connection Box
- Control Panel Mounted In NEMA 12 Enclosure
- Base - Formed Steel
- Main Line Circuit Breaker Mounted & Wired
- Critical Grade Silencer Mounted
- Battery Charger 12V & Amp
- Jacket Water Heater -20°F 2000W 240V w/Isolation Valves
- Vibration isolation Mounts
- Radiator Duct Flange (OPU Only)
- Single Source Supplier
- 2YR / 2000HR Standby Warranty
- 1YR / 1500HR Prime Warranty
- Standard Colors - White / Tan / Gray
## Engine

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>John Deere</th>
<th>Displacement - Cu In. (l): 415 (8.83)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model</td>
<td>6068HF-G55</td>
<td>Bore - in. (cm) x Stroke - in. (cm): 4.19 (10.6) x 5.00 (12.7)</td>
</tr>
<tr>
<td>Type</td>
<td>4-Cycle</td>
<td>Compression Ratio: 17.0:1</td>
</tr>
<tr>
<td>Aspiration</td>
<td>Turbo Charged, CAC</td>
<td>Rated RPM: 1800</td>
</tr>
<tr>
<td>Cylinder Arrangement</td>
<td>6-Cylinder Inline</td>
<td>Max HP Standby (kW/m): 315 (235)</td>
</tr>
</tbody>
</table>

### Exhaust System

<table>
<thead>
<tr>
<th></th>
<th>Standby</th>
<th>Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Temp. (Stack), °F (°C)</td>
<td>905 (485)</td>
<td>905 (485)</td>
</tr>
<tr>
<td>Gas Volume at Stack Temp, CFM (m³/min)</td>
<td>1,515 (42.9)</td>
<td>1,370 (36.6)</td>
</tr>
<tr>
<td>Maximum Allowable Exhaust Restriction: in. H₂O (kPa)</td>
<td>40.0 (10.0)</td>
<td>40.0 (10.0)</td>
</tr>
</tbody>
</table>

### Cooling System

<table>
<thead>
<tr>
<th></th>
<th>Standby</th>
<th>Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambient Capacity of Radiator, °F (°C)</td>
<td>122 (50.0)</td>
<td>122 (50.0)</td>
</tr>
<tr>
<td>Maximum Allowable Static Pressure on Radi. Exhaust: in. H₂O (kPa)</td>
<td>0.50 (12.1)</td>
<td>0.50 (12.1)</td>
</tr>
<tr>
<td>Water Pump Flow Rate: GPM (l/min)</td>
<td>70.0 (265)</td>
<td>70.0 (265)</td>
</tr>
<tr>
<td>Heat Rejection to Coolant: BTUM (kW)</td>
<td>5,402 (94.9)</td>
<td>4,764 (83.7)</td>
</tr>
<tr>
<td>Heat Rejection to CAC: BTUM (kW)</td>
<td>3,264 (57.3)</td>
<td>2,298 (40.4)</td>
</tr>
<tr>
<td>Heat Radiated to Ambient: BTUM (kW)</td>
<td>2,419 (42.3)</td>
<td>2,238 (39.2)</td>
</tr>
</tbody>
</table>

### Air Requirements

<table>
<thead>
<tr>
<th></th>
<th>Standby</th>
<th>Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aspirating: CFM (m³/min)</td>
<td>618 (17.5)</td>
<td>519 (17.7)</td>
</tr>
<tr>
<td>Air Flow Required for Radi. Cooled Unit: CFM (m³/min)</td>
<td>11,066 (313)</td>
<td>11,066 (313)</td>
</tr>
<tr>
<td>Air Flow Required for Heat Exchanger/Rem. Radi. CFM (m³/min)</td>
<td>Consult Factory For Remote Cooled Applications</td>
<td>Consult Factory For Remote Cooled Applications</td>
</tr>
</tbody>
</table>

### Fuel Consumption

<table>
<thead>
<tr>
<th></th>
<th>Standby</th>
<th>Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>At 100% of Power Rating: gal/hr (l/h)</td>
<td>15.5 (58.9)</td>
<td>13.7 (51.8)</td>
</tr>
<tr>
<td>At 75% of Power Rating: gal/hr (l/h)</td>
<td>11.3 (42.9)</td>
<td>10.3 (39.0)</td>
</tr>
<tr>
<td>At 50% of Power Rating: gal/hr (l/h)</td>
<td>7.90 (30.0)</td>
<td>7.20 (27.4)</td>
</tr>
</tbody>
</table>

### Fluids Capacity

<table>
<thead>
<tr>
<th></th>
<th>Standby</th>
<th>Prime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Oil System: gal (lt)</td>
<td>5.59 (32.5)</td>
<td>8.59 (32.5)</td>
</tr>
<tr>
<td>Engine Jacket Water Capacity: gal (lt)</td>
<td>3.14 (11.9)</td>
<td>3.14 (11.9)</td>
</tr>
<tr>
<td>System Coolant Capacity: gal (lt)</td>
<td>7.10 (29.3)</td>
<td>7.10 (29.3)</td>
</tr>
</tbody>
</table>

**Restrictions:**

- Rated Power is available up to 10,000 ft (3,048 m) at ambient temperatures to 115°F (46°C) Standby and prime.
- Consult factory for site conditions above these parameters.
- **JD200-01**
Diesel Product Line
200 kWe / 185 kWe

DGC-2020 Control Panel

Standard Features
• Digital Metering
• Engine Parameters
• Generator Protection Functions
• Engine Protection
• CAN Bus ECU Communications
• Windows-Based Software
• Multilingual Capability
• Remote Communications to RDP-110 Remote Annunciator
• 16 Programmable Contact inputs
• Up to 15 Contact Outputs (7 standard)
• UL Recognized, CSA Certified, CE Approved
• Event Recording
• IP 54 Front Panel Rating with Integrated Gasket
• NFPA 110 Level 1 Compatible

Weights / Dimensions / Sound Data

<table>
<thead>
<tr>
<th></th>
<th>L x W x H</th>
<th>Weight lbs</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPU</td>
<td>110 x 54 x 64 in</td>
<td>3,650</td>
</tr>
<tr>
<td>Level 1</td>
<td>130 x 54 x 71 in</td>
<td>4,725</td>
</tr>
<tr>
<td>Level 2</td>
<td>130 x 54 x 71 in</td>
<td>4,775</td>
</tr>
<tr>
<td>Level 3</td>
<td>164 x 54 x 71 in</td>
<td>5,075</td>
</tr>
</tbody>
</table>

Please allow 6-12 inches for height of exhaust stack.

No Load  | Full Load
---------|---------
OPU      | 83 dBA  | 86 dBA  |
Level 1  | 61 dBA  | 63 dBA  |
Level 2  | 76 dBA  | 79 dBA  |
Level 3  | 72 dBA  | 74 dBA  |

Drawings based on standard open power 480 volt standby generator. Lengths may vary with other voltages. Subject to change without notice.
Sound data as measured at 23 feet (7 meters) in accordance with ISO 8528-10 at standby rating.
Diesel Product Line

200 kWe / 185 kWe

BLUE STAR
Power Systems Inc.

Enclosures

Level 1 & 2 | Side View (Weather Proof)

Level 3 | Side View (Sound Attenuated)

Level 1, 2 & 3 | Intake View

All enclosures are 150 MPH Wind Rated.
Level 2 & 3 enclosures include sound attenuation foam.
Level 3 enclosure includes front and exhaust hood.
"Enclosure height does not include exhaust stack.

Double Wall UL 142 Listed Fuel Tanks

Side View

Rear View

A
B
C

24 Hour
750 Gallon
144.00
54.00
26.00

48 Hour
250 Gallon
144.00
54.00
36.00

72 Hour
1125 Gallon
204.00
54.00
35.00

All specification sheet dimensions are represented in inches.
All enclosures and fuel tanks are based on the standard standby unit configuration. Any deviation can change dimensions.
Materials and specifications are subject to change without notice.

Distributed By

Blue Star Power Systems, Inc.

JD200-01
Bids were received and opened at 11:00 am on January 23, 2018 for the purchase of a new, fully installed, HVAC commercial control system and 18 AV-Fan powered terminal units. Bid packets were sent to numerous vendors, and an ad was run in the Rolla Daily News.

We received the following qualifying bids:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Comfort Services, Inc.</td>
<td>$83,512</td>
</tr>
<tr>
<td>MSI Constructors</td>
<td>$116,900</td>
</tr>
<tr>
<td>Cahill’s Construction/Brown HVAC</td>
<td>$120,000</td>
</tr>
</tbody>
</table>

Motion to award the bid to the lowest qualifying bidder, Air Comfort Services, Inc., and a Resolution authorizing the mayor to enter into a contractual agreement with them for the purchase and installation of the entire HVAC system.
RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN CONTRACT AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND AIR COMFORT SERVICES, INC., FOR THE INSTALLATION OF A NEW HVAC COMMERCIAL CONTROL SYSTEM AND 18 VAV-FAN POWERED TERMINAL UNITS.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a certain Contract Agreement between the City of Rolla, Missouri, and Air Comfort Services, Inc., for the installation of a new HVAC Commercial Control System and 18 VAV-Fan Powered Terminal Units, a copy of said contract agreement attached hereto and marked "Exhibit A."

Section 2: That this resolution be in full force and effect from and after the date of its passage and approval.


APPROVED:

ATTEND:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ________ day of ____________________, by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and Air Comfort Services, Inc., Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the installation of "New HVAC Commercial Control System and 18 VAV-Fan Powered Terminal Units", in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

V-A 2
ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other installation accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, install, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the installation of "New HVAC Commercial Control System and 18 VAV-Fan Powered Terminal Units".

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

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

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

V-A3
b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

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

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete installation of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $83,512.00 for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VII. That the Contractor shall be expected to proceed as expeditiously as possible upon receipt of the Notice to Proceed and complete the project within 30 days after the equipment has arrived on site and after starting the project.

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

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

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

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

CITY OF ROLLA, MISSOURI

BY ____________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY ____________________________
Printed Name/Title

STATE OF MISSOURI )
SS )
County of Phelps )

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

My Commission Expires: ________________________

____________________________________________________
Notary Public

STATE OF MISSOURI )
SS )
County of ________________________ )

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

My Commission Expires: ______________________

____________________________________________________
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: September 13, 2016
Commission Number 14439950.
INVITATION FOR BIDS

12/27/2017

The City of Rolla will receive sealed bids until 11:00 am on January 23, 2018, at the City Clerk's office located at the Rolla City Hall, 901 N. Elm Street, Rolla Missouri, at which time and place all bids will be publicly opened and read aloud for the following:

One (1) Fully Installed New HVAC Commercial Control System and 18 VAV-Fan Powered Terminal Units.

The bids can be hand delivered to the above address, 901 N. Elm Street, Rolla, MO 65401 or mailed to City of Rolla P.O. Box 979 Rolla, Missouri 65402. The bids must be received prior to 11:00 am on January 23, 2018.

The envelopes containing the bids must be sealed, addressed to Carol Daniels, City Clerk, and must bear the following information:

Name of Bidder
Bidders Address
Date and Time of Bid Opening
Bid Enclosed: HVAC Control Bid

All bids shall be in compliance with the bid documents. Bid documents, including instructions to bidders, bid proposal, and specifications are on file and available at City Hall, 901 N. Elm Street, and at the Rolla Police Department, 1007 N. Elm St., Rolla Missouri. For further information contact Captain Jason Smith (573) 308-1213.

The City of Rolla reserves the right to reject any and/or all bids and to waive any informality in bidding. The City of Rolla will determine the lowest and best bid.

Bids may be held by the City of Rolla for a period not to exceed sixty (60) days from the date of the opening for the purpose of reviewing the bids and investigating bid items prior to award of bids.
SPECIFICATIONS FOR

One (1) Fully Installed New HVAC Commercial Control System and 18 VAV-Fan Powered Terminal Units.

12/27/2017

OBLIGATION OF BIDDERS

At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to his/her bid.

System offered for bid shall meet or exceed the following requirements, which shall be considered as minimums, unless otherwise indicated. Any deviations from the required specifications must be listed on this form or on a separate sheet and enclosed as part of the bid package. System offered must be compatible with existing Trane VAV Unit.

Successful Bidder shall supply complete specifications and/or brochures for the proposed system with return bid. Adequate vendor information shall be included with each bid for determination of meeting specifications. The enclosed Vendor’s Information & Bid sheet shall be filled out and returned with bid.

PROJECT SCOPE AND LOCATION: The project will consist of removing existing control system and replacing it with a new unit including the following:

Johnson Controls or Honeywell, Cloud Based, Light Commercial Control System and New VAV-Fan Powered Terminal Units equipped with new SCR (0-10 signal) variable electric heaters and soft hit mercury contactors.

Installation of 18 Titus or equivalent Fan Powered Terminal units.
- Equip with soft hit mercury contactors.
- Equip with SCR controller (0-10) for staged electric heat.
- Equip with NF dis-connect – capacity control.
- Equip with sheet metal enclosure to facilitate new actuators.
- Boxes to include new heater, new fan, dampers and all new controls.
Light Commercial Control System
Control Features include but not limited to:

- Installation of 18 wall mount sensors that can have full access, limited access or no access for adjustment.
- Wall mount sensors can be viewed at the sensor, from a smartphone or pad and from a computer.
- Wall mount sensors can be programmed for temperature settings and scheduling.
- Equipment controls can be viewed and adjusted either in house or remotely for blower speed adjustment, blower confirmation, entering and exiting temperatures, static pressures, economizer set points.

Scope of work:
- Installation of a Smart Building Hub, input/output module, third party cont. and Zoning Coordinator.
- Install independent transformer for building controls.
- Unit controls, outside air sensor, low differential pressure transducer, duct static pressure current switch split core and duct sensors.
- Install one spring return actuator proportional.
- Remote mounting kit with crank arm and damper linkage.
- Installation of SCR controls (0-10) for variable electric heat
- Installation of soft hit mercury contactors.
- Installation of 18 adjustable sensors.
- Installation of 18 vav box controllers.
- Installation of all new control wiring.
- Includes installation, control wiring labor and materials.

This HVAC system will be installed and used at the Rolla Police Department located at 1007 North Elm Street Rolla, MO 65401. This is an emergency operation facility that is opened 24 hours a day, 365 days per year.

WARRANTIES: Manufacturer’s standard warranty for retail delivery. Warranty must coincide with the delivery date.

DETAILED REQUIREMENTS:

Bids must be submitted on the enclosed Vendor’s Information & Bid sheet. Please submit bids describing unit price, accessories, complete installation and total price. Bids must be submitted in a sealed envelope, properly identified as “HVAC Control Bid”. Attached to the bid proposal shall be the specification sheet, properly filled out for the bid.

The bid must be filed with the City Clerk prior to January 23, 2018 at 11:00AM.

The City of Rolla reserves the right to accept or reject any and/or all bids.
Bidders are informed that pursuant to Section 285.530, R.S.Mo, as a condition of the award of any contract in excess of five thousand dollars ($5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Bidders are informed that the project is subject to the requirements of Section 292.675, R.S.Mo, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

Each Bid must be accompanied by a bid bond payable to the owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. Only a bid bond issued to an acceptable surety company will be accepted with each bid.

Contractor shall furnish a performance bond in an amount at least equal to 100 percent (100%) of the contract price as security for the faithful performance of his contract and for the payment of all persons performing labor on the project and furnishing materials in connection therewith under his contract as set forth in the standard form of performance bond. The surety on such bond shall be a duly authorized surety company satisfactory to the City.

Contractor shall furnish at no cost to the City, no later than the time at which the executed contract and bond are returned, a properly certified copy of the current Certificate of Authority to transact business in the State of Missouri of the surety company executing the required performance bond, such certificate to remain on file with the City Clerk. No performance bond will be approved by the City until such a certificate is furnished unless there is on file with the City Clerk such a current certificate, in which event no additional certificate will be required during the period of time for which the current certificate is in effect.

If at any time the City, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the performance bond, the Contractor shall within five days after notice from the City to do so, substitute an acceptable bond signed by such other surety or sureties as may be satisfactory to the City.

The successful Contractor shall be expected to proceed as expeditiously as possible upon receipt of the NOTICE TO PROCEED and complete the project within 30 days after the equipment has arrived on site and after starting the project. The successful contractor will be required to have a City of Rolla business license and obtain the necessary permits through the City of Rolla.
Payment shall be based on actual measured quantities.

Contractor shall be responsible for compliance with Section 290.250 of the Revised Missouri Statutes pertaining to prevailing wages.

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri’s public works projects when the unemployment rate exceeds 5% for two consecutive months. (Sections 290.550 through 290.580 R.S.Mo.)

It will be the City’s intent to accept low competent bid if it meets specifications and conditions.

Bidders are advised that the City of Rolla shall consider prior substandard goods, prior substandard service, delivery, or excessive distance to the City as a criterion for bid rejections.

All bids shall meet or exceed specifications.

Bids equal in cost and specifications may go to the local bidder if there is one (given they meet all other conditions).

Local bidders shall be defined as bidders in Rolla and the area surrounding Rolla for a five-mile radius from the city limits.

Alternate bids may be considered, providing all specification differences are clearly indicated and contain justification statements. The City of Rolla shall be the sole judge as to the suitability of the service or equipment offered for the intended purpose from the alternate bid.

Any exceptions to these terms, conditions, or deviations from written specifications shall be shown in writing and attached to Bidder’s Proposal.

Bidders are cautioned to verify their proposal before submission. Requests for amendments or withdrawals of proposals will not be considered, if received by the City after the time specified for bid opening.

Bidders must be factory-authorized dealers for the HVAC controls, service, and parts of the items they are bidding.

Bidders must agree to commence work on a date to be specified in a written “Notice to Proceed” from the City of Rolla. A separate Notice to Proceed will be issued for the specified number of calendar days once the equipment has arrived on site. The calendar day count will begin on the Notice to Proceed. Should the contractor fail to complete the work on or before the completion date specified (30 days after the equipment has arrived on site and after starting the project), the contractor will be charged liquidated damages in the amount of $100.00 per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

The City will furnish the Contractor a copy of the executed contract.
Vendor's Information & Bid for One (1) Fully Installed New HVAC Commercial Control System and 18 VAV-Fan Powered Terminal Units.

Dealer Name: AIR CONDITION SERVICE INC.

Address: MISSOURI BEETHA HEAD

City: HARRISON) State: MO Zip Code: 63042

Phone: 314-731-4133 Email Address: vcrosswhite.com

Make: TURTLE & BAILEY Model:

Additional Description: COMPLETE CARRIES / BAKES (SEE ATTACHED)

Contract Price (Equipment, Installation, & Labor) $83,512

Proposed Delivery time after receiving order for system: 1-18-18

Vendor Name: VIM CROSSWHITE Signature: 

Date: 1-18-18

BID BOND MUST BE ATTACHED TO THIS SHEET
Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Air Comfort Service Inc as Principal, and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in Middleton, Wisconsin, in said State, as Surety, are held and firmly bound unto City of Rolla Police Department, 1007 N Elm St, Rolla, MO 65401-2854 as Owner, in the full and just sum of

Five Percent (5 %) of amount bid for the payment

whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents.

WHEREAS, said Principal has submitted to said Owner a bid or proposal for

Rolla Police Dept HVAC Control

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 19 day of January 2018

Principal:
Air Comfort Service Inc

By: ____________________________ (SEAL)
Name Typed: ____________________________
Title ____________________________

Witness:

Surety:
West Bend Mutual Insurance Company

By: ____________________________ (Signature)
Name Typed: Susan Felter
Title Attorney-In-Fact

Witness:

Agency Name: TWAIN LAKES INSURANCE AGENCY
Address: 2641 NE MCBANE DR
LEE’S SUMMIT, MO 64064
Phone Number: (816) 525-2125

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956. 1955 PA 218 and MCL 500.2236
January 18th, 2018
Rolla Police Department
1007 N. Elm St.
Rolla, MO 65401

Attn: Captain Smith

RE: Johnson Controls Proposal

Air Comfort Service Inc. has surveyed the facility, evaluated the fan terminal boxes and recommends the Installation of a Johnson Controls Verasys Package to help gain control of the building and replacement of 18 boxes.

Control Features include but not limited to:

- Installation of 9 wall mount sensors that can have full access, limited access or no access for adjustment and 9 sensors with remote access only
- Wall mount sensors can be viewed at the sensor, from a smart phone or pad and from a computer.
- Wall mount sensors can be programmed for temperature settings and scheduling.
- Equipment controls can be viewed and adjusted either in house or remotely for blower speed adjustment, blower confirmation, entering and exiting temperatures, static pressures, economizer set points.

Scope of work:

- Installation of a Verasys Smart Building Hub, input/output module, third party cont. and Zoning Coordinator.
- Install independent transformer for building controls.
- Unit controls, outside air sensor, low differential pressure transducer, duct static pressure current switch split core and duct sensors
- Install one spring return actuator proportional.
- Remote mounting kit with crank arm and damper linkage.
- Installation of 9 adjustable sensors and 9 nonadjustable sensors.
- Installation of 18 vav boxes.
- Includes installation, control wiring labor and materials.
- Replace all VAV boxes with new Tuttle & Bailey VAV boxes equipped with the SCR variable heaters and above controls.
- Equip boxes with mercury soft hit contactors to reduce contactor noise.

Total controls and new Fan Powered Terminal box ........................................................................................................... $83,512.00

Warranty: 1 year parts, one year labor.

Thank you for allowing Air Comfort service Inc. the opportunity to submit a proposal on this work.

ACCEPTANCE

Proposer: ___________________________________________ Date: ____________

Signature: Jim Crosswhite Date: 1/18/18 Address by: ____________

Page 1 of 2
GENERAL CONDITIONS TO AIR COMFORT PROPOSAL/CONTRACT

1. CONTRACT DOCUMENTS. The Contract Documents shall include the Contractor's written Bid Proposal, these General Conditions, the Plans, Working Drawings and Specifications, if any, prepared by Owner's architect, and any attachments, exhibits or addendums which are incorporated into this Contract together with any Change Orders.

2. CHANGES IN THE WORK. Changes in the Work shall require written agreement between Owner and Contractor setting forth the revised scope of work, change in materials, the time for completion and the resulting change in price. Change Orders shall not be effective unless in writing and signed by the Owner and Contractor.

3. PAYMENT. Contractor shall furnish materials and labor in accordance herewith and Owner agrees to pay Contractor the TOTAL CONTRACT PRICE as stated in Exhibit A, and any additional amounts due pursuant to written change orders, which will be enumerated in an Invoice provided to Owner by Contractor. Owner shall remit payment in full of said weekly invoice to Contractor within seven (7) days of receiving same. Payment in full of the balance due on the TOTAL CONTRACT PRICE shall be made upon completion of the work. In certain circumstances, Contractor may request Owner pay the supplier directly for materials. All prices are subject to applicable sales and use taxes. OWNER UNDERSTANDS AND ACKNOWLEDGES THAT ANY AND ALL INVOICES PAID BY OWNER FOR MATERIALS IS NON-REFUNDABLE ONCE CONTRACTOR HAS PLACED THE ORDER FOR SUCH MATERIALS.

4. CONDITIONS. Owner acknowledges that additional work may become necessary after Contractor completes demolition. Contractor will use its best efforts to accurately bid the project, however certain conditions are not visible until demolition is completed and Contractor reserves the right to revise the scope of work at the time of demolition and Owner shall execute a change order for completion of the scope of work. Once materials are delivered Owner shall be responsible to secure the subject property. Owner agrees to provide a secure environment for the tools of the Contractor.

5. OWNER RESPONSIBILITIES. Owner shall furnish information necessary for the Contractor to confirm that: (a) Owner is the legal record owner of the property which is the subject of this Contract, (b) reasonable financial arrangements have been made by Owner to fulfill Owner's obligations under the Contract, (c) Owner has secured all necessary approvals and easements required for construction of permanent structures or changes to existing facilities; and (d) Owner has by proper survey determined the location of property lines, easements, and utility locations at the site.

6. CLAIMS AND DISPUTES. Disputes arising out of the Contract shall be initiated in writing by Notice of the claim setting forth the basis and facts upon which the claim is based. Upon receipt of such Notice, a cooling-off period of 15 days shall be in effect during which time the parties shall endeavor in good faith to resolve the claim and shall be precluded from the exercise of any other remedy. In the event the parties fail to reach a satisfactory resolution of the claim within said 15 day period, the claim shall be submitted to a neutral mediator selected by the parties from a list of 5 construction law mediators submitted by Contractor. If the parties fail to agree on a mediator the Archdiocese shall make the selection from said list and in all events the cost of such mediation shall be shared equally by the parties. If this process does not result in a satisfactory resolution of the claim within 60 days following the designation of a mediator, the parties shall be free to exercise any legal or equitable remedy they may have in a civil action and the prevailing party in such action shall be entitled to recover its reasonable attorney's fees and costs. In all events it shall be a condition to the filing of any civil action that the parties have exhausted the procedures for resolving claims and disputes set forth above. Notwithstanding the above a claim asserted by the Owner involves a refusal to approve or fund a progress payment to Contractor, Owner shall designate the portion of the progress payment which is not in dispute and such undisputed portion of the pending payment and all subsequent payments shall be funded and disbursed while the claim is being resolved. In the event Owner fails to designate the portion of any progress payment in dispute, Owner shall be solely responsible for any mediation costs incurred and Contractor shall be free to commence judicial enforcement of its rights and remedies.

7. NOTICES. All notices given or required to be given in respect of this Contract shall be in writing and shall be deemed given on the second day following the date such notice is deposited first class mail (postage prepaid) addressed to the recipient party, or shall be deemed given on the date such notice is hand delivered to the recipient party or the date such notice is transmitted via electronic delivery if such electronic transmission preserves in writing the date and time of such delivery. Notices to Contractor shall be given at its principal office at 11920 Missouri Bottom Rd., St. Louis, Missouri 63042. Either party may change from time to time the place where notices are to be given.

8. INTEREST. Payments due and unpaid under the Contract shall bear interest from the date such payment was due at the rate of nine percent (9%) per annum until paid.

9. MISCELLANEOUS. This contract shall be binding upon the parties hereto and their successors and assigns. In the event any provision of this contract shall be held ineffective, the remainder of this contract shall remain in full force. In no event shall either party be liable for consequential, indirect or special damages of any type, including for lost productivity or lost opportunity. If it becomes necessary to enforce the provisions of this document, or pursue collection of any sums due from Buyer to Seller, Seller shall be entitled to recover from Buyer any and all collection costs, reasonable attorney's fees, and court costs, and any other expenses necessary or incidental to the enforcement of this document, whether or not litigation is instituted.

10. WARRANTY. Contractor warrants that all materials, equipment and labor provided by or through Contractor shall be new, of good quality and free from defects for one year from final completion of all Work. Contractor shall promptly replace or repair, at its expense, all Work which is defective or not in compliance with the Contract Documents during the warranty period. Owner shall give written notice to Contractor of any warranty claim setting forth with reasonable specificity the basis for the claim. Within thirty days following its receipt of such notice Contractor shall commence and thereafter shall diligently pursue to completion the correction of any defective materials, equipment and labor.

11. IMPLIED WARRANTIES. THE CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE IMPROVEMENTS BEING CONSTRUCTED HEREUNDER, OTHER THAN AS EXPRESSLY SET FORTH IN THE TERMS OF THIS AGREEMENT. ANY OTHER IMPLIED REPRESENTATIONS, STATEMENTS OR PROMISES MADE BY ANY PERSON ARE UNAUTHORIZED AND NOT BINDING UPON THE CONTRACTOR OR ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, HABITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO THE IMPROVEMENTS BEING CONSTRUCTED HEREUNDER ARE HEREBY DISCLAIMED TO THE EXTENT PERMITTED BY LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR OTHERWISE.

12. WAIVER OF JURY TRIAL. IN ANY ACTION ARISING OUT OF THE INTERPRETATION, PERFORMANCE OR ENFORCEMENT OF THIS CONTRACT, THE PARTIES FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS DO HEREBY WAIVE A TRIAL BY JURY.

13. MECHANIC'S LIEN NOTICE. NOTICE TO OWNER. FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCT
Twin Lakes Insurance Agency
638 SW 3rd Street
Lee's Summit, MO 64063

Air Comfort Service. Inc
11920 Missouri Botton Rd
Hazelwood, MO 63042

COVERAGES

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DESCRIPTION OF OPERATIONS: LOCATIONS: VEHICLES (ACORD 101) Additional Remarks Schedule, may be attached where space is required.

CERTIFICATE HOLDER

city of Pella
PO BOX 797
PELLA, IA 50279

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(Authorized Representative Signature)

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
ITEM/SUBJECT: Project #467 – Williams Road Storm Sewer
Cost Share with American Realty

BUDGET APPROPRIATION $100,000 DATE: 02/20/18

COMMENTARY:

Bids were requested and received for Project #467 from Fred Weber Reinforced Concrete Products, Inc. and Scurlock Industries. The bids were as follows:

Fred Weber RCP, Inc. $54,972.00
909 Brown Street
Fulton, MO 65251

Scurlock Industries $33,920.00
PO Box 1078
3401 West Commercial
Springfield, MO 65801

Scurlock Industries submitted the overall low bid of $33,920.00. Staff recommends bid award to Scurlock Industries for $33,920.00.

This is a cost share with American Realty for the development of the lot at the Northeast corner of the Bishop Avenue/Williams Road intersection.
Sold To:
CITY OF ROLLA
P.O. BOX 979
ROLLA, MO 65402

Ship To:
Williams Road Project
Darrell Jones 573-426-6958
ROLLA, MO 65402

Confirm To:
Mark Webb

Customer P.O.:
Williams Road

F.O.B.:
Job Site

Terms:
NET 30

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Precast 10' span x 3' rise box culvert with 9" top and 8" walls and bottom. 6-foot joint length. Approximately 18,900 lbs per joint. Includes Omni-Flex joint seal.

NOTES TO OWNER/CONTRACTOR/INSTALLER:
Note 1. Failure to pay those persons supplying material or services to complete this contract can result in the filing of a Mechanic's Lien on the property which is the subject of this contract, pursuant to Chapter 429, RSMo. To avoid this result, you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

Finance charges will be assessed on any amounts unpaid after 60 days. The annual rate of interest charged will not exceed the sum of 5% and the Federal Discount Rate, adjusted at the end of each month.
FRED WEBER

REINFORCED CONCRETE PRODUCTS INC

Fulton
909 Brown Street
Fulton, MO 65251
Phone: (573) 642-6676
Fax: (573) 542-6849

Quote Number: 18-5982
Order Date: 1/23/2018

| Bill to: | CITY OF ROLLA |
| Delivery to: | AMERICAN REALITY |
| Contact: | ROLLA, MO |
| Phone: | 573-364-6659 |
| Fax: | |
| Customer ID: | CITY44 |
| Terms: | NET 30 |
| ShipVia: | |
| PO: | |
| Project Manager: | |
| Sales Rep: | AC |
| Fax: | |

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- Taxable: $0.00
- Non-Taxable: $54,972.00
- Sub Total: $54,972.00
- Tax: $0.00
- Total: $54,972.00

36 PAILS OF MASTIC AND DELIVERY INCLUDED. $26,000 each, DESIGNED FOR ASTM-C1577, FILL HGT 0-2'

All applicable Federal, State and Local taxes will be added to these prices.

Prices are subject to change if not ordered complete as quoted.

Prices are subject to change if not ordered complete as quoted.

Prices are good for 30 days.

Prices are good for 30 days from the date quoted.

Applicable Sales Taxes are not included.
EDUCATION

1994-1997 University of Missouri-Rolla BA History/Political Science

1998-2000 Texas Tech University School of Law, Juris Doctorate

LICENSE/CREDENTIAlS

May 2001 admitted to Texas Bar; Bar Number 24029900

April 2004 admitted to Missouri Bar; Bar Number 56127

EXPERIENCE

January 2014-present Law Office of Rachel J. White, LLC—A practice limited to Adoptions, Assisted Reproductive Technology and Guardian Ad Litem work. Coordinate/Moderate Guardian Ad Litem training for the Missouri Bar at the Solo and Small Firm Conference, as well as being one of the presenters.

September 2009-December 2013 Buescher & White, LLC -- Primarily focused on private and state adoptions, contract GAL position with the 42nd Circuit and private GAL appointments. Prepared Appellate Briefs for contested adoptions and did limited Probate/Wills and Trusts work.

April 2007-September 2009 Department of Social Services, Division of Legal Services—Legal Counsel representing the Department in both court and administrative proceedings. Primarily representing Children’s Division in Juvenile Court and ensuring the Department is compliant with both federal and state laws and mandates.

May 2004-March 2007 Law Offices of Robyn R. Swaim —Primary practice in domestic relations, with an emphasis on GAL and Juvenile Court work. Responsible for own case load, including drafting all pleadings and judgments, and handling all prep and trial work.

March-November 2003 Law Office of Lawrence J. Praeger, P.C, Dallas, Texas—worked solely on modification case for one client. Handled all correspondence, day to day interaction with client, discovery, trial preparation and second chair on multi-week trial.

October 2002-February 2003 Warmbrodt, Rachel & Associates, Plano, Texas—Associate primarily responsible for drafting pleadings and discovery for family law cases, second chaired on contested trials,

e-mail: rachel@rachelwhite@law.com
helped research and write Appellate Briefs.

**May 2001-August 2002  Law Office of Mary McKnight, P.C., Dallas, Texas**—Associate primarily responsible for drafting pleadings, discovery and correspondence for family law clients. Handled cases in IV-D court, second chaired contested trials, including jury trials.

**ORGANIZATIONS**

Academy of Adoption & Assisted Reproduction Technology Attorneys
Rotary International—Board Member, Rolla
Board Member for the Kyle Center
Missouri Bar Association
Phelps County Bar Association
Delta Theta Phi
Alpha Chi Omega

**REFERENCES**

Hon.(Ret.) Ralph Haslag — (573) 368-0212
Patricia Whitaker — (573) 265-7969
Carolyn Buschjost — (573) 308-6021

e-mail: rachellwhite@law.com