AGENDA OF THE ROLLA CITY COUNCIL
Monday, May 7, 2018; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

COUNCIL ROLL: JONATHAN HINES, DANIEL JONES, MATTHEW CROWELL, ANN MURPHEY, JACOB ROHTER, DAVID SCHOTT, JODY EBERLY, JOHN MEUSCH, JIM WILLIAMS, BRIAN WOOLLEY, STEVEN JUNG, AND TIFFANY HENRY

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman John Meusch

I. CONSENT AGENDA
A) Consider Approval of the City Council Minutes of:
   1) City Council Meeting – April 2, 2018
   2) City Council Meeting – April 16, 2018
   3) City Council Meeting Closed Session – April 16, 2018

II. PUBLIC HEARINGS
None.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS
A) Recognition of Mr. Jerry Bumpus – Lieutenant Governor’s 2018 Senior Service Award Recipient
B) 2017 Tourism Audit – (Ms. Amanda Wiggins, Kean & Company, LLC)
C) 2017 Year End Tourism Report – (Rolla Area Chamber of Commerce (RACC) Executive Director Stevie Kearse)
D) The Centre - Community Benefit Report – (Parks & Recreation Director Floyd Jemigan)

IV. REPORT OF MAYOR and COUNCIL/REPORTS OF BOARDS AND COMMISSIONS/CITY DEPARTMENTS
A) Environmental Services Department Monthly Report – March 2018
B) Police Department Monthly Report – March 2018
C) Animal Control Division Monthly Report – March 2018
D) Unapproved Planning & Zoning Commission Meeting Minutes – April 10, 2018
E) Rolla Municipal Utilities Monthly Report – March 2018
F) Rolla Board of Public Works Meeting Minutes – March 20, 2018
G) Municipal Court Monthly Reports – March and April 2018
H) The Centre Financial Analysis – February 2018
I) Park Financial Analysis – March 2018
J) Health and Recreation Center Board Meeting Minutes – March 21, 2018
K) Park Advisory Commission Meeting Minutes – January 24, 2018
L) Building Codes Monthly Reports – March and April 2018
M) Development Review Committee Meeting Minutes – March 27 and April 24 2018
V. OLD BUSINESS
A) Ordinance Rezoning Lots 1 & 2 of the Rolla Skilled Nursing Facility, Plat No. 1 Subdivision from R-2 (Two-Family District) to R-3 (Multi-Family District) — (City Planner James Shields) — Final Reading
B) Ordinance Vacating a Section of Bryant Road & Dedicating a 6.15 Right-of-Way Tract to Missouri Route 72 — (City Planner James Shields) — Final Reading
C) Ordinance Authorizing the Mayor to Enter into an Agreement with the Cedar Grove Sewer District — (Public Works Director Steve Hargis) — Final Reading
D) Ordinance Authorizing the Mayor to Enter into an Agreement with the Shady Oaks Sewer District — (Public Works Director Steve Hargis) — Final Reading
E) Ordinance Authorizing the Mayor to Enter into a Pedestrian Bridge License Agreement with the Missouri Highway & Transportation Commission — (Public Works Director Steve Hargis) — Final Reading

VI. NEW BUSINESS
A) Resolution Authorizing the Mayor to Execute a Contract with the Rolla Public Schools for the School Resource Officer Program & Crossing Guards — (Police Chief Sean Fagan) - Motion
B) Resolution Authorizing the Mayor to Execute a Commercial Real Estate Lease with PCB (Phelps County Bank) for Parking Lot — (City Administrator John Butz) - Motion
C) Ordinance Authorizing the Mayor to Enter into Task Order #11 with HDR Engineering — (Public Works Director Steve Hargis) — First Reading
D) Motion Authorizing the Closing of Certain Streets and Parking Lots during 2018 Route 66 Summerfest) — (Public Works Director Steve Hargis) - Motion

VII. CLAIMS and/or FISCAL TRANSACTIONS
A) Motion Awarding Bid for 2018 Micro Surfacing; and an Ordinance Authorizing the Mayor to Enter into a Contract with Donelson Construction Co., for Same — (Public Works Director Steve Hargis) - Motion/First Reading
B) Motion Awarding Bid for 2018 Phase I Asphalt Improvements; and an Ordinance Authorizing the Mayor to Enter into a Contract with Pierce Asphalt, LLC for Same — (Public Works Director Steve Hargis) - Motion/First Reading (Final Reading requested)

VIII. CITIZEN COMMUNICATION
A) Open Citizen Communication
B) Mr. Steve Rusakiewicz – Medical Marijuana

IX. MAYOR/CITY COUNCIL COMMENTS
A) Motion Reappointing Dr. William Moorkamp to the Health and Recreation Center Board (April 2021) — Motion

X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION
None.

XII. ADJOURNMENT
ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, APRIL 2, 2018; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET

Presiding: Mayor Louis J. Magdits, IV

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

Council Members Absent: Kelly Long and Brian Woolley

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

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

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Councilman Matthew Crowell to lead in the Pledge of Allegiance.

I. CONSENT AGENDA

A motion was made by Jordan and seconded by Hines to approve the consent agenda as submitted. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried. The consent agenda consisted of the following:

(A) Approval of the Rolla City Council Minutes for the following:

1) City Council Meeting – March 5, 2018
2) City Council Meeting – March 19, 2018
3) City Council Meeting Closed Session – March 19, 2018

II. PUBLIC HEARINGS

None.

APRIL 2, 2018
III. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A) The Kaleidoscope Discovery Center: Dr. Jyoti Malhotra, Director, Strategic Planning and Government Relations with The Kaleidoscope Discovery Center (KDC), explained the KDC’s mission is to give children an exposure to science, engineering, technology, and mathematics education including hands-on training. She continued by expanding on the vision of the KDC and entertaining questions/comments from the Council. Dr. Malhotra encouraged the Council to visit and tour the KDC.

Mayor Magdits also introduced Ms. Martina Baur, one of KDC’s cofounders.

(B) Presentation of Civilian Service Award: Police Chief Sean Fagan presented resident Ms. Kathleen McMeen with the Police Department’s Civilian Service Award for saving the life of a neighbor. He explained that on March 17 Ms. McMeen was at her home when she received a knock on her door. When she answered her door, a man who lived near her at a known drug house asked her to phone 911 because his brother was “dead from an overdose.” Chief Fagan explained that Mr. McMeen put her safety aside and went inside the house, found the victim on the floor, phoned 911, and immediately began CPR on the victim. She continued administering CPR until police officers arrived. The officers administered Narcan, continued CPR and a moment later the victim was revived. Chief Fagan stated he is presenting Ms. McMeen with the Civilian Service Award because she completely disregarded any possible danger in the house and she literally saved this man’s life. Because of Ms. McMeen’s actions, this man was taken to the hospital and released later that day. Chief Fagan noted the Civilian Service Award is the highest award the Police Department can give a citizen.

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

Mayor Magdits referred the Council to (A) the February 2018, Environmental Services Department Monthly Report; (B) the February 2018, Police Department Monthly Report; (C) the February 2018, Animal Control Division Monthly Report; (D) the March 13, 2018, Unapproved Planning & Zoning Commission Meeting Minutes; (E) the February 2018, Rolla Municipal Utilities Monthly Report; (F) the February 20, 2018, Rolla Board of Public Works Meeting Minutes; (G) the February 2018, Municipal Court Monthly Report; (H) The February 2018, The Centre Financial Analysis; (I) the February 2018, Park Financial Analysis, and; (J) the February 26, 2018, Health and Recreation Center Board Meeting Minutes.
V. OLD BUSINESS

(A) Ordinance to Rezone East Half of Lot 4, Block 7, Cowan's Addition Subdivision (aka 106 S. Rucker) from Neighborhood Business District (C-1) to Highway Commercial District (C-3) (Sonic): City Planner James Shields noted the subject parcel is located on the west side of Rolla about 450 feet northeast of the intersection of Highways 63 and 72. The subject property address is 106 S. Rucker. Mr. Shields said the request is to rezone the parcel from Neighborhood Business District (C-1) to the Highway Commercial District (C-3). He told the Council the house currently located on the property is in the process of being demolished. Mr. Shields pointed out this is the development site of the new Sonic Restaurant. He reported the Planning and Zoning Commission recommends approval of the subject request.

City Counselor Lance Thurman read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4405: AN ORDINANCE TO REZONE THE EAST HALF OF LOT 4 OF BLOCK 7 OF THE COWAN'S ADDITION SUBDIVISION, WHICH IS A PARCEL THAT IS ALSO KNOWN AS 106 SOUTH RUCKER AVENUE, FROM THE NEIGHBORHOOD BUSINESS DISTRICT (C-1) TO THE HIGHWAY COMMERCIAL DISTRICT (C-3). (SONIC). A motion was made by Williams and seconded by Jung to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes: Morris, Miller, Williams, Hines, Jung, Meusch, Jordan, Bowe, Crowell, and Schott. Nays: None. Absent: Woolley and Long. Motion carried. The ordinance passed.

(B) Ordinance Consolidating Lots 3, 4, 5 & 6, Block 7 & Lots 4, 5 & 6, Block 8, Cowan’s Addition & the Vacated Right-of-Way That Lies Between Lots 4, 5 and 6, Blocks 7 & 8 Cowan’s Addition (Sonic): City Planner James Shields recommended consideration of this item be set aside for two weeks since the revised plat map and development plan have not yet been received. A motion was made by Jordan and seconded by Morris to set aside consideration of this matter. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

VI. NEW BUSINESS

(A) Resolution Authorizing the Engagement of Bryan Cave LLP to Provide Bond Counsel Services on Pending Sewer Project: City Administrator John Butz noted the City solicited proposals for bond counsel services for an upcoming $25 million sewer project. He said the preferred method is using the State’s Revolving Loan Fund Program,
VI. NEW BUSINESS (continued)

(A) Resolution Authorizing the Engagement of Bryan Cave LLP to Provide Bond Counsel Services on Pending Sewer Project (continued): which primarily takes many small municipal issuances and rolls them into a large one. Mr. Butz indicated solicitations were done for bond counsel services and while the City has done a lot of work with GilmoreBell who provided great service, a proposal was received from Bryan Cave LLP, which is a large law firm in St. Louis, who is becoming more active in the public finance arena. He noted their bid proposal is $22,500. Staff recommends an award to Bryan Cave LLP and the subject resolution would authorize the Mayor to execute the service agreement. Mr. Butz mentioned this would be paid from the bond proceeds.

City Counselor Lance Thurman read the following proposed resolution for one reading, by title. RESOLUTION NO. 1923: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT/ENGAGEMENT LETTER BETWEEN THE CITY OF ROLLA, MISSOURI, AND BRYAN CAVE LLP FOR LEGAL SERVICES IN CONJUNCTION WITH THE CITY’S PROPOSED ISSUANCE OF SEWERAGE SYSTEM REVENUE BONDS. A motion was made by Williams and seconded by Morris to approve the proposed resolution. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried. The resolution passed.

(B) Ordinance Authorizing the Mayor to Execute an Agreement with HDR Engineering, Inc. for Task Order #10 for Wastewater Treatment Plant Improvements: City Engineer Darin Pryor indicated the subject ordinance would authorize the Mayor to execute Task Order No. 10 with HDR Engineering, Inc. This task would update the City's facilities plan and assist in completing the State Revolving Fund loan application. Mr. Pryor asked the Council to consider the first and final readings of the subject ordinance at this meeting because staff would be meeting with the Department of Natural Resources (DNR) on April 9 to discuss.

City Counselor Lance Thurman read the following proposed ordinance for its first reading, by title. ORDINANCE NO. 4406: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND HDR ENGINEERING, INC FOR SOUTHEAST...
VI. NEW BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Execute an Agreement with HDR Engineering, Inc. for Task Order #10 for Wastewater Treatment Plant Improvements (continued): WWTP AND VICHY ROAD WWTP IMPROVEMENTS – FACILITY PLANNING AND SRF COORDINATION – TASK ORDER #10. A motion was made by Williams and seconded by Hines to suspend the rules and that the ordinance be read for its final reading, by title. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried. Mr. Thurman then read the proposed ordinance for its final reading, by title. A motion was made by Williams and seconded by Jordan to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Hines, Jung, Williams, Jordan, Miller, Schott, Crowell, Meusch, Morris, and Bowe. Nays; None.Absent; Long and Woolley. Motion carried. The ordinance passed.

VII. CLAIMS and/or FISCAL TRANSACTIONS

(A) Motion Awarding Bid for Project #465 – Sally Road Storm Sewer: City Engineering Darin Pryor reported three bids were received for a box culvert for the Sally Road storm sewer. The low bid received was from Scurlock Industries, Springfield, Missouri, for $41,640. He pointed out this is part of a larger project which is funded by the MoveRolla Transportation Development District to also overlay Sally Road. A motion was made by Williams and seconded by Hines to award the bid for Project #465 – Sally Road Storm Sewer, to the low bidder Scurlock Industries, Springfield, Missouri for $41,640. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(B) Motion Awarding Bid for Fire Department SUV: Fire Chief Ron Smith explained the Fire Department let bids for a 2018, full-size SUV. Four bids were received and the low bidder, meeting specifications, was Don Brown Chevrolet (State Bid) for $37,045. Staff recommends approval. A motion was made by Williams and seconded by Schott to award the bid for a 2018 Chevrolet Tahoe to the low bidder, Don Brown Chevrolet, for $37,045. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.
VIII. CITIZEN COMMUNICATION

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

IX. MAYOR/CITY COUNCIL COMMENTS

(A) Motion Appointing Dr. Kent Wray to the Health and Recreation Center Board to Complete Unexpired Term (April 2019): A motion was made by Williams and seconded by Morris to appoint Dr. Kent Wray to the Health and Recreation Center Board to complete the unexpired term of Mr. Kevin Edwards, who has been deployed for the remainder of this year. A voice vote on the motion showed ten ayes, zero nays, and two absent. Motion carried.

(B) ETC DirectionFinder Survey Underway Update: City Administrator John Butz stated the City has been conducting the DirectionFinder Survey every other year for the past 13 to 14 years, which is a citizen attitude survey. He explained the survey provides the same questions every two years over the 13-year period. Mr. Butz said it is a great way for the City to measure how the citizens perceive the various services we provide. He noted that this year the survey is being mailed rather than by phone. Mr. Butz indicated this is a City endorsed project with the results being used in our long-term strategic planning process.

(C) Hazardous Materials Training: Mayor Magdits noted there is a rail line that goes through town a few times a day and hazardous materials could be on these rail cars. Mayor Magdits asked Fire Chief Ron Smith to provide some information on a training exercise the Fire Department recently completed.

Chief Smith stated that last week the City was a participant in a free class hosted by the Rolla Rural Fire Protection District and the Doolittle Fire Protection District and provided by the BNSF (Burlington Northern Santa Fe) railroad. He explained it was an eight-hour class, four of which was classroom style and four hours of hands-on training at the Lions Club Drive training facility. Mr. Smith expanded on the contents of the training.

APRIL 2, 2018

I A.0.
IX. MAYOR/CITY COUNCIL COMMENTS (continued)

(D) Election Day: Mayor Magdits encouraged Rolla residents to exercise their right to vote in tomorrow’s municipal election. He stated your vote very much matters as to who your council members will be.

(E) Local Government Week: Mayor Magdits announced the week of April 8 – 14, 2018, is Local Government Week. Part of what the County Commissioners do to recognize this week, is host a meeting in the City Council Chambers along with other County office holders. This year’s meeting will be held on Thursday, April 19, 2018. Mayor Magdits encouraged everyone to attend.

(F) Drug Crisis: Regarding the issue with drugs, Councilman Schott pointed out that it can affect all levels of people in our community. He said we need to look at ways we can come together with organizations we have such as the hospital and mental health community. Mr. Schott stated it is happening in every town in America.

(G) City-wide Spring Cleanup: Environmental Services Director Brady Wilson announced this year’s free citywide spring cleanup would be held on Saturday, April 7.

(H) Yard Waste Services: Environmental Services Director Brady Wilson announced the yard waste collection services resumed March 1. Yard waste must be placed in brown biodegradable bags and will be picked up weekly.

(I) International Compost Awareness Month: Environmental Services Director Brady Wilson mentioned that International Compost Awareness Month would be observed between May 6 – 12, 2018. He told the Council the Environmental Services Department turns the yard waste into mulch and it is available at no charge to residents.

(J) Earth Day: Environmental Services Director Brady Wilson informed the Council that April 22, 2018, is Earth Day. He said events would be held on the Missouri S&T Campus on Thursday, April 19, 2018, from 10 a.m. to 2 p.m. and it is open to the public.

(K) Local Government Week: City Administrator John Butz told the Council the City plans to have an employee appreciation lunch on Wednesday, April 11, 2018, at The Centre between 11 a.m. and 12:30 p.m. He invited the Council to the attend.
X. COMMENTS FOR THE GOOD OF THE ORDER

XI. CLOSED SESSION

None.

XII. ADJOURNMENT

Having no further business, the meeting adjourned at 7:18 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK

MAYOR
Mayor Louis J. Magdits, IV

Jonathan Hines, Matthew Miller, Matthew Crowell, Kelly Long, David Schott, Don Morris, John Meusch, Jim Williams, Brian Woolley

Monty Jordan, Steven Jung, and Walt Bowe


Public Works Director Steve Hargis, Interim Community Development Director Steve Flowers, Parks and Recreation Director Floyd Jernigan, Environmental Services Director Brady Wilson, Police Chief Sean Fagan, Finance Director Steffanie Rogers, and Fire Chief Ron Smith

City Administrator John Butz, City Planner James Shields, City Counselor Carolyn Buschjost, and City Clerk Carol Daniels

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

Councilman David Schott led in the Pledge of Allegiance.

Mayor Magdits asked that Item V.A., “National Day of Prayer (May 3, 2018) Proclamation” be considered at this time. He mentioned the Mayor’s Prayer Breakfast would be held on May 3, 2018. Mayor Magdits then read the proclamation in its entirety.

Ms. Gwen Hicks, representing the National Day of Prayer, told the Council this is Rolla’s 30th Anniversary of having a National Day of Prayer event. She said this year’s theme is “unity.” Ms. Hicks invited everyone to the Mayor’s Prayer Breakfast on May 3, 2018, at 6:30 a.m., at the Havener Center.
I. OLD BUSINESS

(A) Ordinance Consolidating Lots 3, 4, 5 & 6, Block 7 & Lots 4, 5 & 6, Block 8, Cowan’s Addition & the Vacated Right-of-Way that Lies between Lots 4, 5, and 6, Blocks 7 & 8 Cowan’s Additional (Sonic): City Planner James Shields noted this item was set aside during the Council’s last meeting awaiting a revised plat map and development plan. He informed the Council the development plan has been approved.

Mr. Shields reported the Planning and Zoning Commission recommends approval of the proposed subdivision.

City Counselor Carolyn Buschjost read the following proposed ordinance for its final reading, by title. ORDINANCE NO. 4407: AN ORDINANCE TO CONSOLIDATE ALL OF LOTS 3, 4, 5, AND 6 OF BLOCK 7 OF COWAN’S ADDITION AND ALL OF LOTS 4, 5, AND 6 OF BLOCK 8 OF COWAN’S ADDITION TOGETHER WITH THE VACATED RIGHT-OF-WAY THAT LIES BETWEEN THE FOURTH, FIFTH, AND SIXTH LOTS OF BLOCKS 7 AND 8 OF THE COWAN’S ADDITION SUBDIVISION THROUGH THE RESUBDIVISION PROCESS. (SONIC). A motion was made by Williams and seconded by Long to approve the proposed ordinance. A roll call vote on the motion showed the following: Ayes; Schott, Meusch, Williams, Hines, Woolley, Long, Crowell, Morris, and Miller. Nays; None. Absent; Jordan, Jung, and Rowe. Motion carried. The ordinance passed.

I. CONSENT AGENDA

(A) Motion Accepting the April 3, 2018, Certified Election Results: A motion was made by Williams and seconded by Hines to accept the April 3, 2018, Certified Election Results as certified by the Phelps County Verification Board. A voice vote on the motion showed nine ayes, zero nays, and three absent. Motion carried.

III. ELECTED OFFICIALS SWEARING-IN CEREMONY

(A) Comments/Recognitions of Outgoing Councilmembers: Mayor Magdits recognized outgoing Councilmembers Monty Jordan, Matt Miller, Kelly Long, Don Morris, and Walt Bowe. He noted these five councilmembers represent a collection of 41 years of service on the City Council.
III. ELECTED OFFICIALS SWEARING-IN CEREMONY (continued)


Mayor Magdits welcomed the new Councilmembers and asked each to introduce themselves.

IV. PUBLIC HEARINGS

(A) Ordinance Rezoning Lots 1 & 2 of the Rolla Skilled Nursing Facility, Plat No. 1 Subdivision from R-2 (Two-Family District) to R-3 (Multi-Family District): City Planner James Shields explained the subject parcels are located in northwest Rolla, approximately 175 feet southwest of the intersection of Vichy Road and Eagleson Drive. The applicant is Rolla SNF LLC and Greg Spence is the registered agent of the LLC and one of the owners of the Silverstone Place Skilled Nursing and Rehabilitation Center. Mr. Shields informed the Council the facility is currently in operation. He said the proposal is to rezone the parcels from R-1 (Single Family District) and R-2 (Two Family District) to R-3 (Multi-Family District). He told the Council the applicant requested the rezone to permit the current use and it would allow for the possible construction of an assisted living complex. Mr. Shields indicated there might be about 50 to 60 new units constructed at a low density with about five to six units per acre. The applicant has indicated the units would be only two stories.

Mr. Shields informed the Council that during the building permit process, City staff discovered that nursing homes are not permitted in R-2 (Two Family District). He pointed out that Subsection 42.250.2(f) of the City’s Planning and Zoning Code states that the Planning and Zoning Commission shall consider if proposed zoning would correct an error in the application of the Code. Without the approval of this proposal, the City cannot convey to the federal agencies and the like that the property conforms to the Code, which can be problematic.

Mr. Shields reported the Planning and Zoning Commission recommends approval of the subject-rezoning request.
IV. PUBLIC HEARINGS (continued)

(A) Ordinance Rezoning Lots 1 & 2 of the Rolla Skilled Nursing Facility, Plat No. 1 Subdivision from R-2 (Two-Family District) to R-3 (Multi-Family District) (continued): After much discussion, Mayor Magdits opened the public hearing to anyone wishing to address the Council concerning the subject-rezoning request.

Mr. Steve Corns, 2761 Eagleson Drive, Rolla, Missouri, said when looking through the City Code, it seems nursing homes are already allowed in an R-1 (Single Family District) zone with a conditional use permit. He stated it is unclear how rezoning to R-3 (Multi-Family District) makes a nursing home allowable and does not see how this fixes anything. He expressed concerns with increased traffic emptying into the R-1 (Single Family District) zones and traffic travelling down Vichy Road too fast. The current conditions of the road are not conducive to this much traffic for the high density of residential zoning.

Mr. David Hooton, 2759 Eagleson, stated that most of his concerns were expressed by Mr. Corns. He and his wife are most concerned about their home value. Additionally, he expressed concerns with the proposed R-3 (Multi-Family District) zoning, because anything can happen. Mr. Hooten said they have concerns this corporation will not follow through with what they are proposing if the property is rezoned. Mr. Hooten commented on the construction debris left from the Nathan Chapman construction.

Ms. Ken Degraffenreid, 2763 Eagleson, said she has two young children and is concerned with the traffic. Additionally, she stated concerns with the unknown if the R-3 (Multi-Family District) proposed nursing home facility does not occur.

Mr. Greg Spence, petitioner, told the Council they are a long-term care community provider from the St. Louis area. He indicated he is willing to limit the number of units to 60. Mr. Spence stated they want the correct zoning before it is submitted to HUD (Housing and Urban Development).

Mayor Magdits asked Public Works Director Steve Hargis to address the total capacity of Vichy Road.

Mr. Hargis stated Vichy Road is currently at 36% capacity.
IV. PUBLIC HEARINGS (continued)

(A) Ordinance Rezoning Lots 1 & 2 of the Rolla Skilled Nursing Facility, Plat No. 1 Subdivision from R-2 (Two-Family District) to R-3 (Multi-Family District) (continued): Mayor Magdits stated there appears to be some consistency on both sides regarding fear of the unknown. He asked City Planner James Shields if there is another way this property could be rezoned.

Mr. Shields indicated the property could be rezoned to R-3 (Multi-Family District) with a conditional use (number of units, but not the use of the those units).

Mayor Magdits closed the public hearing.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE TO REZONE LOT 1 AND LOT 2 OF THE ROLLA SKILLED NURSING FACILITY PLAT NO. 1 SUBDIVISION, WHICH IS ALSO KNOWN AS 2735 EAGLESON DRIVE, AND LOT 29 AND LOT 30 OF THE ARWOOD HILLS NO. 1 SUBDIVISION FROM THE SINGLE-FAMILY DISTRICT (R-1) AND THE TWO-FAMILY DISTRICT (R-2) TO THE MULTI-FAMILY DISTRICT (R-3) AND TO AMEND THE FUTURE LAND USE MAP TO DESIGNATE SAID PARCELS AS RESIDENTIAL MEDIUM HIGH DENSITY. (SILVERSTONE)

V. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS

(A.1.) National Public Safety Telecommunications Week: Mayor Magdits indicated that last week was National Public Safety Telecommunications Week and he asked Police Chief Sean Fagan to address the Council.

On behalf of the Phelps County Emergency Services Board, Chief Fagan thanked the Council for this opportunity. He said most people do not realize the dispatchers are the first line for anyone who calls the Police Department. He informed the Council that in 2017 the Rolla Communications Division handled 103,920 calls of which there were 13,973 traffic stops, 3,321, 9-1-1 hang-ups, over 3,000 fire calls, almost 9,000 emergency medical calls, 745 domestic violence calls, and 1,099 disturbances. Chief Fagan added the Dispatch Center dispatches for seven law enforcement agencies, six fire agencies, and two emergency service agencies and is staffed with sixteen full-time dispatchers, two part-time dispatchers and one director. Chief Fagan then played the audio of a dispatcher who helped in delivering a baby.
V. ACKNOWLEDGEMENTS AND SPECIAL PRESENTATIONS (continued)

(A) National Day of Prayer (May 3, 2018) Proclamation: This item was considered previously, just before “I. Old Business” above.

(B) Rolla Regional Economic Commission (RREC) Report: Rolla Regional Economic Commission (RREC) Executive Director Cyndra Lorey provided an overview of the mission and accomplishments of RREC.

(C) The Centre - Community Benefit Report: In the essence of time, Mayor Magdits asked Parks and Recreation Director Floyd Jernigan to defer his report until the next Council meeting.

VI. NEW BUSINESS

(A) Ordinance Vacating a Section of Bryant Road & Dedicating a 6.15 Right-of-Way Tract to Missouri Route 72: City Planner James Shields informed the Council that the subject parcels are located on the west central side of the city approximately 400 to 1400 feet east of the intersection of Kingshighway and Interstate 44. On behalf of the City of Rolla, the Public Works Department is proposing the consolidation of twelve deeded parcels and parts of two other platted lots into one right-of-way tract, which will be dedicated to the City for the Highway 72 extension.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE TO VACATE A SECTION OF BRYANT ROAD AND DEDICATE A 6.15-ACRE RIGHT-OF-WAY TRACT TO MISSOURI ROUTE 72 THROUGH THE CONSOLIDATION OF 12 DEEDED PARCELS THAT CONSIST OF PARTS OF LOT 98 AND LOT 103 OF THE RAILROAD ADDITION SUBDIVISION AND ALL OF LOTS 1, 2, 3, 4, 5, 5A, 6A, 7, 8, 9, 11, AND 14 OF THE REVISED PARK PLAZA SUBDIVISION INTO TWO RIGHT-OF-WAY TRACTS AND THREE RECONFIGURED LOTS. (HIGHWAY 72 EXT. WEST)

(B) Ordinance Authorizing the Mayor to Enter into an Agreement with the Cedar Grove Sewer District: Public Works Director Steve Hargis told the Council the City has been serving the following two areas since the mid-1980s. The proposed agreement for the Cedar Grove Sewer District is drafted exactly like the one for the College Hills Sewer...
VI. NEW BUSINESS (continued)

(B) Ordinance Authorizing the Mayor to Enter into an Agreement with the Cedar Grove Sewer District (continued): District. As with the College Hills agreement, the Cedar Grove Sewer District would pay 1.50 times the city resident user rate. Mr. Hargis said the surcharge is used for the City to do the billing, bookkeeping, and management of those districts. He indicated it is essential for the City to have the sewer district in place because as a political subdivision, it can file tax liens on properties that do not pay the user fee. Mr. Hargis noted the District would maintain a $1,500 minimum in reserves to cover any delinquent district member sewer fees. In addition, the City is asking the Cedar Grove Sewer District to pay a one-time fee of $150 to quickly build the reserve.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, PHELPS COUNTY COMMISSION AND THE CEDAR GROVE SEWER DISTRICT.

(C) Ordinance Authorizing the Mayor to Enter into an Agreement with the Shady Oaks Sewer District: Public Works Director Steve Hargis informed the Council the proposed agreement with the Shady Oaks Sewer District is identical to the Cedar Grove District agreement with one exception. He said the City is asking for a one-time fee of $600, which will be used to build a reserve.

City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, PHELPS COUNTY COMMISSION AND THE SHADY OAKS SEWER DISTRICT.

(D) Ordinance Authorizing the Mayor to Enter into a Pedestrian Bridge License Agreement with the Missouri Highway & Transportation Commission: Public Works Director Steve Hargis explained the subject agreement with the Missouri Department of Transportation (MoDOT) would help the City construct a pedestrian bridge across I-44 adjacent to University Drive. The project cost is estimated at $2.1 million, the Transportation Development District (TDD) has agreed to add this project to their capital improvement plan, and the State has offered $500,000 in match money to fund this project.
VI. NEW BUSINESS (continued)

(D) Ordinance Authorizing the Mayor to Enter into a Pedestrian Bridge License Agreement with the Missouri Highway & Transportation Commission (continued):
City Counselor Carolyn Buschjost read the following proposed ordinance for its first reading, by title. ORDINANCE: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PEDESTRIAN BRIDGE LICENSE AGREEMENT.

(E) Motion Granting Utility Easement to Rolla Municipal Utilities: Public Works Director Steve Kargis explained the subject easement is part of a left over piece of ground, which is part of the Highway 72 right-of-way acquisition. Rolla Municipal Utilities has requested an easement to service homes along the west side of Adrian Avenue from the rear. A motion was made by Hines and seconded by Crowell to grant the subject utility easement to Rolla Municipal Utilities. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

VII. CLAIMS and/or FISCAL TRANSACTIONS
None.

VIII. MAYOR/CITY COUNCIL COMMENTS

(A) Motion Appointing Bicycle Pedestrian Advisory Committee (BPAC) Members:
Public Works Director Steve Hargis explained staff reached out to the community for people who were interested in promoting the use of bicycles and walking as an alternative means of transportation. He said there has been a lot of good interest and staff is recommending the appointment of the following: Ryan Ebert, Dick Elgin, Jeremy Jamison, Ken Kwantes, Dennis Noel, Jacob Rohter, David Schott, and Judy Williams. Staff members would include Public Works Director Steve Hargis, Police Captain Doug James, and City Planner James Shields. A motion was made by Crowell and seconded by Meusch to appoint the above-listed members to the Bicycle Pedestrian Advisory Committee (BPAC). A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.
VIII. MAYOR/CITY COUNCIL COMMENTS (continued)

(B) **Appointments to the Environmental Services Review Board:** A motion was made by Hines and seconded by Meusch to appoint Councilmen Jim Williams and Jacob Rohter to the Environmental Services Review Board. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(C) **Appointments to the Finance/Audit Committee:** A motion was made by Williams and seconded by Crowell to appoint Councilmen Jonathan Hines and John Meusch to the Finance/Audit Committee. A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(D) **Motion Appointing Mr. Monty Jordan to the Planning & Zoning Commission to Complete the Unexpired Term, Plus an Additional Term, due to the Resignation of Mr. Jack Morris (June 2022):** A motion was made by Hines and seconded by Crowell to appoint Mr. Monty Jordan to the Planning and Zoning Commission to complete the unexpired term, plus an additional term, due to the resignation of Mr. Jack Morris (June 2022). A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(E) **Motion Appointing Mr. Walt Bowe to the Planning & Zoning Commission to Complete the Unexpired Term due to the Resignation of Mr. Bill Lindgren (Jan. 2021):** A motion was made by Williams and seconded by Crowell to appoint Mr. Walt Bowe to the Planning and Zoning Commission to complete the unexpired term due to the resignation of Mr. Bill Lindgren (January 2021). A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(F) **Motion Appointing Dr. Ronald D. Wilkerson to the Airport Advisory Committee to Complete the Unexpired Term, Plus an Additional Term, due to the Passing of Mr. William E. Hoertel - (July 2020):** A motion was made by Williams and seconded by Crowell to appoint Dr. Ronald D. Wilkerson to the Airport Advisory Committee to complete the unexpired term, plus an additional term, due to the Passing of Mr. William E. Hoertel (July 2020). A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.

(G) **Motion Reappointing Mr. Dale Bleckman to the Library Board (May 2021, 3rd Term):** A motion was made by Williams and seconded by Crowell to reappoint Mr. Dale Bleckman to the Library Board for his third term (May 2021, 3rd Term). A voice vote on the motion showed eleven ayes, zero nays, and one absent. Motion carried.
VIII. MAYOR/CITY COUNCIL COMMENTS (continued)

(H) Nomination of Councilman Matt Crowell as the City Council Planning &
Zoning Commission Representative: A motion was made by Hines and seconded by
Williams to appoint Councilman Matt Crowell as the City Council Planning and Zoning
Commission representative. A voice vote on the motion showed eleven ayes, zero nays,
and one absent. Motion carried.

(I) Council Appointment of Mayor Pro-Tempore: Mayor Magdits opened the floor
for nominations for the position of Mayor Pro-Tempore. Councilman Hines nominated
Councilman Steven Jung, which was seconded by Councilman Williams. Councilman
Schott nominated Councilman Matt Crowell, which was seconded by Councilman Jones.
No other nominations were made. Since there are multiple nominations, Mayor Magdits
suggested the vote be done by secret ballot. The ballots were tallied by City Clerk Carol
Daniels and showed the following: Councilman Jung received six votes and Councilman
Crowell received five votes. Mayor Magdits declared Councilman Jung as Mayor Pro-
Tempore.

IX. CITIZEN COMMUNICATION

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

Ms. Gail Daniel, 12170 County Road 2220, St. James, Missouri, informed the Council
that fifteen months ago her daughter passed because of a heroin/fentanyl overdose.
Shortly after her death, Ms. Daniel said she and her husband decided they wanted to do
what they could to help more with drug addicts and to bring awareness and prevention to
the opioid/heroin epidemic our country faces. Ms. Daniel encouraged the Council and
citizens to attend the S.A.V.E. (save our children), second annual heroin awareness and
prevention seminar scheduled for May 12, 2018, at the Lions Club Den beginning at 11
a.m.

No one else present addressed the Council.
X. COMMENTS FOR THE GOOD OF THE ORDER

(A) Monday, May 7, 2018, 5 p.m. – Pre Council Workshop – Preliminary (Treatment Plants) Facility Report: City Administrator John Butz suggested the Council meet at 5 p.m. before the regular May 7, 2018, Council meeting to hear from Archer Engineering about the preliminary facilities plan, which is about a $25 million project. He said a light meal will be provided and the workshop should be over about 6 p.m.

(B) Phelps County Commission Rotating Community-Based Meeting – 5:30 p.m. Thursday, April 19 in Council Chambers: City Administrator John Butz reported Mayor Magdits would be speaking at the Phelps County Commission’s rotating community-based meeting, which will be held in the City Council Chambers on April 19 at 5:30 p.m. He added the Phelps County Sheriff’s Department would be providing an update on the jail project and Representative Keith Frederick will be giving some of his legislative ideas on the opioid crisis. The meeting is open to the public.

XI. CLOSED SESSION

A motion was made by Hines and seconded by Meusch to adjourn into the Closed Session pursuant to RSMo. 610.021 to discuss real estate. A roll call vote on the motion showed the following: Ayes; Jones, Williams, Hines, Woolley, Murphey, Henry, Crowell, Meusch, Rohter, Eberly, and Schott. Nays; None. Absent; Jung. Motion carried.

The Council adjourned into closed session at approximately 9:32 p.m.

XII. CLOSED SESSION ACTION

The Council reconvened into open session at approximately 10:06 p.m.

City Counselor Carolyn Buschjost reported that during closed session the Council discussed one matter of real estate. No final action was taken.
XIII. ADJOURNMENT

Having no further business, the meeting adjourned at 10:07 p.m.

Minutes respectfully submitted by City Clerk Carol Daniels.

CITY CLERK  MAYOR
Lieutenant Governor’s Senior Service Award

The Lieutenant Governor’s Senior Service Award was enacted in 2005 to promote and highlight the positive accomplishments that Missouri’s senior citizens continually provide to their local communities.

“As an advocate for Missouri’s seniors, I am proud to recognize seniors all across our state for the work they do in their communities,” said Lt. Gov. Mike Parson. “The accomplishments of our state’s seniors often go unnoticed, and I intend to celebrate their accomplishments and thank them for helping to make Missouri a better place. I encourage all Missourians to nominate a deserving senior for this award. Our goal is to recognize a senior from every county in Missouri,” Parson said.

Individuals should be at least 60 years of age and volunteer a minimum of 25 hours per year.
ROLLA AREA CHAMBER OF COMMERCE
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2017

KEAN & COMPANY, LLC
CERTIFIED PUBLIC ACCOUNTANTS
PO Box 876, 704 WEST 2ND STREET
ROLLA, MISSOURI 65402
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDEPENDENT AUDITOR'S REPORT</td>
<td>1-2</td>
</tr>
<tr>
<td>BASIC FINANCIAL INFORMATION</td>
<td>3</td>
</tr>
<tr>
<td>Statement of Assets, Liabilities, and Net Assets</td>
<td>4</td>
</tr>
<tr>
<td>Statement of Revenues, Expenses, and Other Changes in Net Assets</td>
<td>5</td>
</tr>
<tr>
<td>Statement of Activities and Cash Flows</td>
<td>6</td>
</tr>
<tr>
<td>NOTES TO FINANCIAL STATEMENTS</td>
<td>7-9</td>
</tr>
<tr>
<td>SUPPLEMENTARY INFORMATION</td>
<td>10</td>
</tr>
<tr>
<td>Statement of Assets, Liabilities, and Net Assets -Chamber</td>
<td>11</td>
</tr>
<tr>
<td>Statement of Revenues, Expenses, and Other Changes in Net Assets -Chamber</td>
<td>12</td>
</tr>
<tr>
<td>Statement of Activities and Cash Flows -Chamber</td>
<td>13</td>
</tr>
<tr>
<td>Statement of Assets, Liabilities, and Net Assets -Motel Tax Fund</td>
<td>14</td>
</tr>
<tr>
<td>Statement of Revenues, Expenses, and Other Changes in Net Assets -Motel Tax Fund</td>
<td>15</td>
</tr>
<tr>
<td>Statement of Activities and Cash Flows -Motel Tax Fund</td>
<td>16</td>
</tr>
</tbody>
</table>
INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Rolla Area Chamber of Commerce

We have audited the accompanying financial statements of the Rolla Area Chamber of Commerce (a non-profit organization), which comprise the statement of assets, liabilities, and net assets—modified cash basis as of December 31, 2017, the statement of revenues, expenses, and other changes in net assets—modified cash basis and related statement of activities and cash flows—modified cash basis for the year then ended, and related notes to the financial statements.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of these financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.
Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets of the Rolla Area Chamber of Commerce as of December 31, 2017, and the changes in its revenues, expenses, and other changes in net assets and related statement of activities and cash flows for the year then ended, in accordance with the modified cash basis of accounting The Rolla Chamber of Commerce uses described in Note 1.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The statement of assets, liabilities, and net assets, statement of revenues, expenses, and other changes in net assets and related statement of activities and cash flows for both the Chamber and the Motel Tax funds on pages 11-16 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. These supplementary reports are for the years ended December 31, 2017 and 2016. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Kean & Company, LLC
Rolla, Missouri
February 27, 2018
BASIC FINANCIAL INFORMATION
ROLLA AREA CHAMBER OF COMMERCE
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-MODIFIED CASH BASIS
AS OF DECEMBER 31, 2017

<table>
<thead>
<tr>
<th>Assets</th>
<th>December 31, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$ 376,723</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>2,210</td>
</tr>
<tr>
<td>Total Current Assets</td>
<td>378,933</td>
</tr>
<tr>
<td>Other Assets</td>
<td></td>
</tr>
<tr>
<td>Downtown Revitalization Loans Receivable</td>
<td>16,233</td>
</tr>
<tr>
<td>Property and Equipment</td>
<td></td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>11,980</td>
</tr>
<tr>
<td>Equipment</td>
<td>9,684</td>
</tr>
<tr>
<td>Total Property and Equipment</td>
<td>21,664</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$ 416,830</td>
</tr>
</tbody>
</table>

Liabilities and Net Assets

| Current Liabilities                         |                   |
| Accounts Payable                            | $ 3,223           |
| Payroll Liabilities                         | 4,761             |
| Prepaid Dues and Income                     | 9,720             |
| Total Current Liabilities                   | 17,704            |
| Net Assets, Unrestricted                    | 399,126           |
| Total Liabilities and Net Assets            | $ 416,830         |

See accountant's report and notes to financial statements.
ROLLA AREA CHAMBER OF COMMERCE
STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS-MODIFIED CASH BASIS
FOR THE YEAR ENDED DECEMBER 31, 2017

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Year Ended December 31, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motel Tax Income</td>
<td>$335,388</td>
</tr>
<tr>
<td>Advertising Income</td>
<td>28,149</td>
</tr>
<tr>
<td>Bank Interest Income</td>
<td>1,555</td>
</tr>
<tr>
<td>Events Income</td>
<td>71,847</td>
</tr>
<tr>
<td>Special Events Income</td>
<td>47,460</td>
</tr>
<tr>
<td>Special Projects Income</td>
<td>510</td>
</tr>
<tr>
<td>Membership Dues Income</td>
<td>104,116</td>
</tr>
<tr>
<td>Miscellaneous Income</td>
<td>22,608</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>611,643</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Expenses</td>
<td></td>
</tr>
<tr>
<td>Advertising &amp; Brochures</td>
<td>52,565</td>
</tr>
<tr>
<td>Building &amp; Grounds</td>
<td>28,324</td>
</tr>
<tr>
<td>Cleaning Service</td>
<td>6,350</td>
</tr>
<tr>
<td>Directory</td>
<td>7,882</td>
</tr>
<tr>
<td>Events</td>
<td>70,162</td>
</tr>
<tr>
<td>Grants</td>
<td>39,550</td>
</tr>
<tr>
<td>Land Payment</td>
<td>25,550</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>4,403</td>
</tr>
<tr>
<td>Payroll</td>
<td>197,663</td>
</tr>
<tr>
<td>Rent</td>
<td>2,160</td>
</tr>
<tr>
<td>Scholarship</td>
<td>13,500</td>
</tr>
<tr>
<td>Signage</td>
<td>12,480</td>
</tr>
<tr>
<td>Special Events/Promotion</td>
<td>13,176</td>
</tr>
<tr>
<td>Travel and Meetings</td>
<td>4,772</td>
</tr>
<tr>
<td>Utilities</td>
<td>6,088</td>
</tr>
<tr>
<td>Total Program Expenses</td>
<td>493,425</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Services</td>
<td>9,295</td>
</tr>
<tr>
<td>Dues and Subscriptions</td>
<td>6,243</td>
</tr>
<tr>
<td>Insurance</td>
<td>5,537</td>
</tr>
<tr>
<td>Insurance-Health</td>
<td>37,434</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>7,889</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>15,731</td>
</tr>
<tr>
<td>Telephone</td>
<td>2,706</td>
</tr>
<tr>
<td>Total Administrative Expenses</td>
<td>84,755</td>
</tr>
<tr>
<td>Total Ordinary Expenses</td>
<td>568,180</td>
</tr>
<tr>
<td>Net Ordinary Increase in Net Assets</td>
<td>43,463</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Revenue</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Revenue</td>
<td>569</td>
</tr>
<tr>
<td>PFTF Military Affairs and Dues</td>
<td>10,153</td>
</tr>
<tr>
<td>Miscellaneous Other Income</td>
<td>2,959</td>
</tr>
<tr>
<td>Total Other Income</td>
<td>13,681</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Downtown Revitalization</td>
<td>8,879</td>
</tr>
<tr>
<td>PFTF (Phelps For the Fort)</td>
<td>11,500</td>
</tr>
<tr>
<td>Total Other Expenses</td>
<td>20,379</td>
</tr>
<tr>
<td>Net Other Income</td>
<td>(6,098)</td>
</tr>
</tbody>
</table>

| Increase (Decrease) In Net Assets      | 36,766                       |
| Net: Assets at Beginning of Year       | 362,361                      |
| Net: Assets at End of Year             | $399,126                     |

See accountant's report and notes to financial statements.
ROLLA AREA CHAMBER OF COMMERCE
STATEMENT OF ACTIVITIES AND CASH FLOWS-MODIFIED CASH BASIS
FOR THE YEAR ENDED DECEMBER 31, 2017

<table>
<thead>
<tr>
<th>December 31, 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>$376,723</td>
</tr>
</tbody>
</table>

Cash Flows from Operating Activities

<table>
<thead>
<tr>
<th>Change in net assets</th>
<th>$36,765</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjustments to reconcile change in net assets to net cash provided by operating activities</td>
<td></td>
</tr>
<tr>
<td>(Increase)Decrease in Accounts Receivable</td>
<td>(1,129)</td>
</tr>
<tr>
<td>(Increase)Decrease in Prepaid Expenses</td>
<td>2,379</td>
</tr>
<tr>
<td>Increase (Decrease) in Accounts Payable</td>
<td>3,223</td>
</tr>
<tr>
<td>Increase (Decrease) in Accrued Liabilities</td>
<td>7,363</td>
</tr>
<tr>
<td>Net cash provided (used) by operating activities</td>
<td>48,601</td>
</tr>
</tbody>
</table>

Cash Flows from Investing Activities

<table>
<thead>
<tr>
<th>(Increase)Decrease in Downtown Revitalization Loans Receivable</th>
<th>4,053</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net cash provided (used) by operating activities</td>
<td>4,053</td>
</tr>
</tbody>
</table>

Net (Decrease) Increase in Cash and Cash Equivalents

<table>
<thead>
<tr>
<th>52,654</th>
</tr>
</thead>
</table>

Cash and Cash Equivalents at Beginning of Year

<table>
<thead>
<tr>
<th>324,069</th>
</tr>
</thead>
</table>

Cash and Cash Equivalents at End of Year

<table>
<thead>
<tr>
<th>$376,723</th>
</tr>
</thead>
</table>

See accountant's report and notes to financial statements.
ROLLA AREA CHAMBER OF COMMERCE
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business
The Rolla Area Chamber of Commerce is a Missouri nonprofit corporation exempt from income tax under Section 501(c)(6) of the Internal Revenue Code. Its purpose is to support and promote business in the Rolla area. The Rolla Area Chamber of Commerce solicits public and private contributions and dues to fund the Organization. The Motel Tax Fund receives motel tax income from the City of Rolla to promote tourism in the Rolla area.

Cash and Cash Equivalents
For purposes of the statement of cash flows, the Chamber considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents. Cash and cash equivalents consist of checking and money market accounts.

Basis of Accounting
The financial statements of the Rolla Area Chamber of Commerce have been prepared using the modified cash basis of accounting whereby revenue is recognized when received and expenses are recognized when paid or when the obligation is incurred.

Property and Equipment
Furniture, fixtures, and equipment are carried at their original cost to acquire. Depreciation is not recognized since the Organization uses the modified cash basis of accounting. Expenditures for major renewals and betterments are expensed as incurred. Expenditures for maintenance and repairs are charged to expense as incurred.

Income Tax Status
The Rolla Area Chamber of Commerce is exempt under Section 501c(6) of the Internal Revenue Code. As such, it is not subject to any Federal or State income taxes. The Organization files forms 990 in the U.S. federal jurisdiction. The Organization is generally no longer subject to examination by the Internal Revenue Service for years before 2015.

Use of Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates. The Organization estimates the use of its employees' time between regular Chamber of Commerce activities and Tourism activities in order to allocate payroll between the two.

Donated Services
The Organization receives a significant amount of donated services from unpaid volunteers who assist in fund-raising and special projects. No amounts have been recognized in the statement of activities because the criteria for recognition under SFAS No. 116 have not been satisfied.
Employee Benefit Plans
The Organization maintains a Simple IRA retirement plan for all employees meeting certain eligibility requirements. Under provisions of the plan, the Organization matches employee voluntary salary reduction plan contributions up to 3% of the employee's salary. The Organization's contributions under this plan for the year ended December 31, 2017 & 2016 were $3,710 and $3,572 respectively.

Financial Statement Presentation
The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. As of December 31, 2017, the Organization had no temporarily or permanently restricted net assets.

Advertising Costs
Advertising costs are expensed as incurred. Advertising cost for the year ended December 31, 2017 were $48,348.

Functional Expenses
Expenses are charged directly to program or support based on a combination of specific identification and allocation by management.

Subsequent Events
Subsequent events have been evaluated through February 27, 2018, which is the date the financial statements were available to be issued.

2. LONG-TERM CONTRACTS

Beginning July 1, 1993, the City of Rolla, Missouri enacted a three percent (3%) motel tax on motel room occupancy within the city limits. The City of Rolla and the Rolla Area Chamber of Commerce entered into a contract in December 2009 whereby the Rolla Area Chamber of Commerce will manage the Visitor's Center and promote Rolla as a convention, visitor, and tourist center. This contract has been extended to December 31, 2019.

Payment for these services is ninety percent (90%) of the revenue derived from the three percent (3%) motel tax collected by the City of Rolla in order to manage the Visitor’s Center and the Rolla Ranger Site and promote the Rolla area to tourists, convention planners, and other visitors. The contract requires the Rolla Area Chamber of Commerce to submit an annual budget and management plan to the Rolla City Council for approval.

3. CONCENTRATIONS

The revenue received from the contract with the City of Rolla accounts for substantially all of the total revenue of the Motel Tax Fund.
4. LEASE AGREEMENT WITH THE CITY OF ROLLA

The Rolla Chamber of Commerce entered into a lease agreement with the City of Rolla for 9.46 acres at Bridge School Road and Kingshighway to be used for a Rolla Area Visitor Center, Tourism Center and office. The term of the lease has been extended to December 31, 2019. The City of Rolla withholds an amount in escrow from the Motel Tax Fund to make an annual payment of $25,550 in January of each year. In addition, the Chamber makes monthly payments of $200 per month for the use of an office building on the premises and $1,000 per month for parking lot improvement repayment.

5. LOANS RECEIVABLE

As part of the Rolla Area Chamber of Commerce's prior year program activities, the Organization made loans to companies in the Downtown Rolla area as part of a revitalization initiative. Interest is charged on these loans and classified as interest income, which accrued to $569 and $684 for fiscal years 2017 & 2016. The balances on the three remaining loans were $16,233 as of December 31, 2017. The balances on the four remaining loans were $20,286 as of December 31, 2016.

6. SUBSEQUENT EVENTS

Subsequent events have been evaluated through February 27, 2018, which is the date the financial statements were available to be issued.

In early 2018 the Chamber of Commerce began its short-term renovation on the Visitor Center building. This project is expected to cost no more than $85,000, with approximately $50,000 financed through a loan and $35,000 paid in cash funds held by the Chamber.

On February 15, 2018 a loan for $50,100 was taken out with a local bank. This is a five year loan that matures on February 23, 2023, with a 3.45% interest rate, payable in monthly installments of $910.28 beginning on March 15, 2018.

Maturities of long-term debt are as follows:

<table>
<thead>
<tr>
<th>Fiscal year end December 31</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$ 7,762</td>
</tr>
<tr>
<td>2019</td>
<td>9,614</td>
</tr>
<tr>
<td>2020</td>
<td>9,951</td>
</tr>
<tr>
<td>2021</td>
<td>10,300</td>
</tr>
<tr>
<td>2022</td>
<td>10,860</td>
</tr>
<tr>
<td>Thereafter</td>
<td>1,813</td>
</tr>
<tr>
<td>Total long-term debt</td>
<td>$ 50,100</td>
</tr>
</tbody>
</table>

On February 9, 2018, the Chamber entered into a lease agreement with a local organization to rent out one of its offices for $150 per month. This is a one year lease that expires in February 2019.
SUPPLEMENTARY INFORMATION
ROLLA AREA CHAMBER OF COMMERCE-CHAMBER
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-MODIFIED CASH BASIS
AS OF DECEMBER 31, 2017 AND 2016

<table>
<thead>
<tr>
<th>Assets</th>
<th>December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017</td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$199,864</td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td>-</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>2,211</td>
</tr>
<tr>
<td>Due From Motel Tax Fund</td>
<td>9,144</td>
</tr>
<tr>
<td>Total Current Assets</td>
<td></td>
</tr>
<tr>
<td>Other Assets</td>
<td></td>
</tr>
<tr>
<td>Downtown Revitalization Loans Receivable</td>
<td>16,233</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$227,452</td>
</tr>
</tbody>
</table>

| Liabilities and Net Assets |        |              |
| Current Liabilities |        |              |
| Accounts Payable | $1,744 | $        |
| Payroll Liabilities | 4,761 | 4,821     |
| Other Current Liabilities | 9,540 | 2,296     |
| Total Current Liabilities |       | 16,045      |
| Net Assets, Unrestricted | 211,407 | 186,499 |
| Total Liabilities and Net Assets | $227,452 | $193,616 |

See accountant’s report and notes to financial statements.
ROLLA AREA CHAMBER OF COMMERCE-CHAMBER
STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS-MODIFIED CASH BASIS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Years Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017</td>
</tr>
<tr>
<td>Advertising Income</td>
<td>$28,149</td>
</tr>
<tr>
<td>Ambassadors Income</td>
<td>$1,910</td>
</tr>
<tr>
<td>Bank Interest Income</td>
<td>$1,152</td>
</tr>
<tr>
<td>Banquet Income</td>
<td>$22,281</td>
</tr>
<tr>
<td>Golf Tournament Income</td>
<td>$19,186</td>
</tr>
<tr>
<td>Luncheon Income</td>
<td>$29,380</td>
</tr>
<tr>
<td>Membership Dues Income</td>
<td>$104,116</td>
</tr>
<tr>
<td>Miscellaneous Income</td>
<td>$5,180</td>
</tr>
<tr>
<td>Scholarship Income</td>
<td>$6,500</td>
</tr>
<tr>
<td>Special Events Income</td>
<td>$39,755</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$257,739</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Program Expenses</td>
<td>Administrative Expenses</td>
</tr>
<tr>
<td></td>
<td>Advertising</td>
<td>Accounting Services</td>
</tr>
<tr>
<td></td>
<td>$2,381</td>
<td>$3,598</td>
</tr>
<tr>
<td></td>
<td>Ambassador</td>
<td>Dues and Subscriptions</td>
</tr>
<tr>
<td></td>
<td>$971</td>
<td>$2,629</td>
</tr>
<tr>
<td></td>
<td>Banquet Expense</td>
<td>Insurance</td>
</tr>
<tr>
<td></td>
<td>$12,427</td>
<td>$2,775</td>
</tr>
<tr>
<td></td>
<td>Directory</td>
<td>Insurance-Health</td>
</tr>
<tr>
<td></td>
<td>$7,682</td>
<td>$18,788</td>
</tr>
<tr>
<td></td>
<td>Golf Tournament</td>
<td>Office Equipment</td>
</tr>
<tr>
<td></td>
<td>$8,122</td>
<td>$3,605</td>
</tr>
<tr>
<td></td>
<td>Luncheon</td>
<td>Office Supplies</td>
</tr>
<tr>
<td></td>
<td>$22,087</td>
<td>$8,685</td>
</tr>
<tr>
<td></td>
<td>Membership Relations</td>
<td>Telephone</td>
</tr>
<tr>
<td></td>
<td>$1,191</td>
<td>$241</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous</td>
<td>Total Administrative Expenses</td>
</tr>
<tr>
<td></td>
<td>$7,853</td>
<td>$40,690</td>
</tr>
<tr>
<td></td>
<td>Payroll</td>
<td>Total Program Expenses</td>
</tr>
<tr>
<td></td>
<td>$85,762</td>
<td>$185,143</td>
</tr>
<tr>
<td></td>
<td>Rent</td>
<td>$152,834</td>
</tr>
<tr>
<td></td>
<td>$2,160</td>
<td>$2,160</td>
</tr>
<tr>
<td></td>
<td>Scholarship</td>
<td>Total Program Expenses</td>
</tr>
<tr>
<td></td>
<td>$13,600</td>
<td>$152,834</td>
</tr>
<tr>
<td></td>
<td>Special Events</td>
<td>Total Program Expenses</td>
</tr>
<tr>
<td></td>
<td>$17,752</td>
<td>$152,834</td>
</tr>
<tr>
<td></td>
<td>Travel and Meetings</td>
<td>Administrative Expenses</td>
</tr>
<tr>
<td></td>
<td>$2,661</td>
<td>$184,587</td>
</tr>
<tr>
<td></td>
<td>Utilities</td>
<td>Total Ordinary Expenses</td>
</tr>
<tr>
<td></td>
<td>$594</td>
<td>$31,606</td>
</tr>
<tr>
<td></td>
<td>Total Administrative Expenses</td>
<td>Net Ordinary Increase in Net Assets</td>
</tr>
<tr>
<td></td>
<td>$40,690</td>
<td>$51,813</td>
</tr>
<tr>
<td></td>
<td>Total Ordinary Expenses</td>
<td>Other Revenue</td>
</tr>
<tr>
<td></td>
<td>$226,133</td>
<td>$31,606</td>
</tr>
<tr>
<td></td>
<td>Net Ordinary Increase in Net Assets</td>
<td>Interest Revenue</td>
</tr>
<tr>
<td></td>
<td>$31,606</td>
<td>$569</td>
</tr>
<tr>
<td></td>
<td>Other Revenue</td>
<td>Downtown Grant Program</td>
</tr>
<tr>
<td></td>
<td>Interest Revenue</td>
<td>$694</td>
</tr>
<tr>
<td></td>
<td>Downtown Grant Program</td>
<td>$5,409</td>
</tr>
<tr>
<td></td>
<td>PFFTF Military Affairs and Dues</td>
<td>Other Expenses</td>
</tr>
<tr>
<td></td>
<td>PFFTF Military Affairs and Dues</td>
<td>$13,112</td>
</tr>
<tr>
<td></td>
<td>Total Other Income</td>
<td>Total Other Expenses</td>
</tr>
<tr>
<td></td>
<td>Total Other Income</td>
<td>$13,681</td>
</tr>
<tr>
<td></td>
<td>Other Expenses</td>
<td>$14,874</td>
</tr>
<tr>
<td></td>
<td>Downtown Revitalization</td>
<td>$6,679</td>
</tr>
<tr>
<td></td>
<td>PFFTF (Pfelps For the Fort)</td>
<td>$6,940</td>
</tr>
<tr>
<td></td>
<td>Total Other Expenses</td>
<td>$11,580</td>
</tr>
<tr>
<td></td>
<td>Total Other Expenses</td>
<td>$20,379</td>
</tr>
<tr>
<td></td>
<td>Net Other Income</td>
<td>$11,891</td>
</tr>
<tr>
<td></td>
<td>Net Other Income</td>
<td>$6,698</td>
</tr>
<tr>
<td></td>
<td>Increase (Decrease) In Net Assets</td>
<td>$2,983</td>
</tr>
<tr>
<td></td>
<td>Net Assets at Beginning of Year</td>
<td>$24,808</td>
</tr>
<tr>
<td></td>
<td>Net Assets at Beginning of Year</td>
<td>$54,796</td>
</tr>
<tr>
<td></td>
<td>Net Assets at End of Year</td>
<td>$186,499</td>
</tr>
<tr>
<td></td>
<td>Net Assets at End of Year</td>
<td>$131,703</td>
</tr>
<tr>
<td></td>
<td>Net Assets at End of Year</td>
<td>$211,407</td>
</tr>
<tr>
<td></td>
<td>Net Assets at End of Year</td>
<td>$186,499</td>
</tr>
</tbody>
</table>

See accountant's report and notes to financial statements.
### Cash Flows from Operating Activities

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change in net assets</td>
<td>$24,908</td>
<td>$54,796</td>
</tr>
<tr>
<td>Adjustments to reconcile change in net assets to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>net cash provided by operating activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Increase)Decrease in Accounts Receivable</td>
<td>(1,145)</td>
<td>(492)</td>
</tr>
<tr>
<td>(Increase)Decrease in Due From Tourism</td>
<td>484</td>
<td>1,058</td>
</tr>
<tr>
<td>Increase (Decrease) in Accounts Payable</td>
<td>1,744</td>
<td>-</td>
</tr>
<tr>
<td>Increase (Decrease) in Accrued Liabilities</td>
<td>(60)</td>
<td>495</td>
</tr>
<tr>
<td>Increase (Decrease) in Other Current Liabilities</td>
<td>7,244</td>
<td>485</td>
</tr>
<tr>
<td>Net cash provided (used) by operating activities</td>
<td>33,175</td>
<td>59,352</td>
</tr>
</tbody>
</table>

### Cash Flows from Investing Activities

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Increase)Decrease in Downtown Revitalization Loans Receivable</td>
<td>4,053</td>
<td>3,875</td>
</tr>
<tr>
<td>Net cash provided (used) by operating activities</td>
<td>4,053</td>
<td>3,875</td>
</tr>
</tbody>
</table>

### Net (Decrease) Increase in Cash and Cash Equivalents

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net (Decrease) Increase in Cash and Cash Equivalents</td>
<td>37,228</td>
<td>60,227</td>
</tr>
</tbody>
</table>

### Cash and Cash Equivalents at Beginning of Year

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Cash Equivalents at Beginning of Year</td>
<td>162,636</td>
<td>102,408</td>
</tr>
</tbody>
</table>

### Cash and Cash Equivalents at End of Year

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Cash Equivalents at End of Year</td>
<td>$199,864</td>
<td>$162,636</td>
</tr>
</tbody>
</table>

See accountant's report and notes to financial statements.
### Assets

<p>| Current Assets | December 31, |</p>
<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$176,858</td>
<td>$161,432</td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td>-</td>
<td>2,379</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>-</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>176,858</strong></td>
<td><strong>163,826</strong></td>
</tr>
<tr>
<td>Building and property</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Furniture and fixtures</td>
<td>11,980</td>
<td>11,980</td>
</tr>
<tr>
<td>Equipment</td>
<td>9,684</td>
<td>9,684</td>
</tr>
<tr>
<td><strong>Total Property and Equipment</strong></td>
<td><strong>21,664</strong></td>
<td><strong>21,664</strong></td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>$198,522</strong></td>
<td><strong>$185,490</strong></td>
</tr>
</tbody>
</table>

### Liabilities and Net Assets

<table>
<thead>
<tr>
<th>Current Liabilities</th>
<th>December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>$1,659</td>
</tr>
<tr>
<td>Due to Chamber</td>
<td>9,144</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td><strong>10,803</strong></td>
</tr>
<tr>
<td><strong>Net Assets, Unrestricted</strong></td>
<td><strong>187,719</strong></td>
</tr>
<tr>
<td><strong>Total Liabilities and Net Assets</strong></td>
<td><strong>$198,522</strong></td>
</tr>
</tbody>
</table>

See accountant's report and notes to financial statements.
ROLLA AREA CHAMBER OF COMMERCE-MÔTEL TAX FUND
STATEMENT OF REVENUES, EXPENSES, AND OTHER CHANGES IN NET ASSETS-MODIFIED CASH BASIS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Years Ended December 31,</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2017</td>
</tr>
<tr>
<td>Motel Tax Income</td>
<td>$335,398</td>
</tr>
<tr>
<td>Bank Interest Income</td>
<td>403</td>
</tr>
<tr>
<td>Rental Income</td>
<td>3,980</td>
</tr>
<tr>
<td>Special Events Income</td>
<td>7,705</td>
</tr>
<tr>
<td>Special Projects Income</td>
<td>510</td>
</tr>
<tr>
<td>Miscellaneous Income</td>
<td>7,173</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>355,149</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Expenses</td>
<td></td>
</tr>
<tr>
<td>Advertising</td>
<td>45,968</td>
</tr>
<tr>
<td>Brochures</td>
<td>4,218</td>
</tr>
<tr>
<td>Building &amp; Grounds</td>
<td>28,324</td>
</tr>
<tr>
<td>Cleaning Service</td>
<td>6,350</td>
</tr>
<tr>
<td>Grants</td>
<td>38,550</td>
</tr>
<tr>
<td>Land Payment</td>
<td>25,550</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>2,046</td>
</tr>
<tr>
<td>Payroll</td>
<td>111,899</td>
</tr>
<tr>
<td>Signage</td>
<td>12,480</td>
</tr>
<tr>
<td>Special Events/Promotion</td>
<td>16,725</td>
</tr>
<tr>
<td>Travel and Meetings</td>
<td>1,912</td>
</tr>
<tr>
<td>Utilities</td>
<td>5,504</td>
</tr>
<tr>
<td><strong>Total Program Expenses</strong></td>
<td><strong>299,524</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administrative Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Services</td>
<td>5,698</td>
</tr>
<tr>
<td>Dues and Subscriptions</td>
<td>3,414</td>
</tr>
<tr>
<td>Insurance</td>
<td>2,762</td>
</tr>
<tr>
<td>Insurance-Health</td>
<td>18,648</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>3,905</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>6,876</td>
</tr>
<tr>
<td>Telephone</td>
<td>2,465</td>
</tr>
<tr>
<td><strong>Total Administrative Expenses</strong></td>
<td><strong>43,768</strong></td>
</tr>
</tbody>
</table>

| Total Expenses | 343,292 | 321,740 |

<table>
<thead>
<tr>
<th>Increase (Decrease) In Net Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Assets at Beginning of Year</td>
<td>175,862</td>
</tr>
<tr>
<td>Net Assets at End of Year</td>
<td>$187,719</td>
</tr>
</tbody>
</table>

See accountant's report and notes to financial statements.
### Cash Flows from Operating Activities

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change in net assets</td>
<td>$11,857</td>
<td>$22,274</td>
</tr>
<tr>
<td>Adjustments to reconcile change in net assets to net cash provided by operating activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Increase)Decrease in Accounts Receivable</td>
<td>15</td>
<td>60</td>
</tr>
<tr>
<td>(Increase)Decrease in Prepaid Expenses</td>
<td>2,379</td>
<td>(1,415)</td>
</tr>
<tr>
<td>Increase (Decrease) in Accounts Payable</td>
<td>1,559</td>
<td>-</td>
</tr>
<tr>
<td>Increase (Decrease) in Accrued Liabilities</td>
<td>(484)</td>
<td>(1,068)</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by operating activities:</strong></td>
<td><strong>15,426</strong></td>
<td><strong>19,851</strong></td>
</tr>
</tbody>
</table>

### Net (Decrease) Increase in Cash and Cash Equivalents

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15,426</td>
<td>19,851</td>
</tr>
</tbody>
</table>

### Cash and Cash Equivalents at Beginning of Year

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>161,432</td>
<td>141,581</td>
</tr>
</tbody>
</table>

### Cash and Cash Equivalents at End of Year

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$176,858</td>
<td>$161,432</td>
</tr>
</tbody>
</table>

See accountant's report and notes to financial statements.
February 27, 2018

To the Board of Directors of
Rolla Area Chamber of Commerce

We have audited the financial statements of the Rolla Area Chambar of Commerce for the year ended December 31, 2017, and have issued our report thereon dated February 27, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, Government Auditing Standards and OMB Circular A-133), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 22, 2018. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Rolla Area Chamber of Commerce are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2017. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

Management’s estimate of the allocation of payroll between the Chamber and Tourism funds is based on the amount of time employees spend on these corresponding activities. We evaluated the key factors and assumptions used to develop the payroll allocations in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosures in Notes two and three in which describe the Chamber’s contract with the City of Rolla and the concentration of income from the motel tax.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.
Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 27, 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with modified cash basis of accounting, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Directors of the Rolla Area Chamber of Commerce and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Kean & Company, LLC
2017
4th Quarter
Tourism Report
Table of Contents

Tourism Report 4th Quarter 2017 ................................................................. 3
Motel Tax Revenues .................................................................................. 3
Motel Tax Expenses .................................................................................. 4
Marketing Efforts (October – December 2017) ........................................ 6
Tourism Related Events ........................................................................... 6
Grants ........................................................................................................ 6
Land/Building Maintenance Issues ......................................................... 6
Benchmarks ............................................................................................... 7
Tourism Report 4th Quarter 2017

Motel Tax Revenues

**YTD Comparison to Budget**

- Q1: $61,164.45
- Q2: $71,420.21
- Q3: $105,048.03
- Q4: $97,765.65
- YTD: $335,398.34
- Budget: $270,000.00

**4th Qtr Comparison (2013-2017)**

- 2013: $73,213.19
- 2014: $81,753.93
- 2015: $82,345.03
- 2016: $94,558.44
- 2017: $97,765.65
Motel Tax Expenses

2017 Budget vs. YTD Actual

<table>
<thead>
<tr>
<th>Building Expenses</th>
<th>Operating Expenses</th>
<th>Payroll</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>$140,000.00</td>
<td>$120,000.00</td>
<td>$100,000.00</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>$160,000.00</td>
<td>$140,000.00</td>
<td>$120,000.00</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

5 Year Comparison (Year End/YTD) Income vs Expenses

<table>
<thead>
<tr>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>$266,155.83</td>
<td>$273,247.12</td>
<td>$304,850.62</td>
<td>$314,195.15</td>
<td>$344,244.27</td>
</tr>
<tr>
<td>$290,157.31</td>
<td>$303,331.35</td>
<td>$309,018.07</td>
<td>$335,981.02</td>
<td>$321,781.06</td>
</tr>
<tr>
<td>Tourism Income</td>
<td>Budget</td>
<td>Jan-Mar</td>
<td>Apr-June</td>
<td>July-Sept</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Motel Tax</td>
<td>$270,000</td>
<td>$61,164.45</td>
<td>$71,420.21</td>
<td>$105,048.03</td>
</tr>
<tr>
<td>Interest</td>
<td>$300.00</td>
<td>$107.88</td>
<td>$88.22</td>
<td>$97.52</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$25.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Rola Merchandise Sales</td>
<td>$500.00</td>
<td>$12.00</td>
<td>$96.00</td>
<td>$36.00</td>
</tr>
<tr>
<td>Special Projects</td>
<td>$500.00</td>
<td>$405.00</td>
<td>$105.00</td>
<td>$-</td>
</tr>
<tr>
<td>Special Events</td>
<td>$6,000.00</td>
<td>$5,855.00</td>
<td>$350.00</td>
<td>$-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$277,325.00</td>
<td>$67,544.33</td>
<td>$72,059.43</td>
<td>$105,181.55</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tourism Expenses</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Building Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land Payment</td>
<td>$25,550.00</td>
<td>$4,258.26</td>
<td>$6,387.39</td>
<td>$6,387.39</td>
<td>$6,387.39</td>
<td>$23,420.43</td>
</tr>
<tr>
<td>Maintenance, Landscaping</td>
<td>$5,000.00</td>
<td>$459.18</td>
<td>$1,532.51</td>
<td>$477.33</td>
<td>$899.15</td>
<td>$3,368.17</td>
</tr>
<tr>
<td>Parking Lot</td>
<td>$12,000.00</td>
<td>$2,000.00</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Building Reserve</td>
<td>$5,400.00</td>
<td>$1,350.00</td>
<td>$1,350.00</td>
<td>$1,350.00</td>
<td>$1,380.00</td>
<td>$5,430.00</td>
</tr>
<tr>
<td>Cleaning Services</td>
<td>$6,500.00</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$1,850.00</td>
<td>$6,350.00</td>
</tr>
<tr>
<td>Utilities</td>
<td>$6,500.00</td>
<td>$1,478.89</td>
<td>$1,059.30</td>
<td>$1,758.22</td>
<td>$1,207.40</td>
<td>$5,503.81</td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td>$5,600.00</td>
<td>$4,177.50</td>
<td>$520.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$5,697.50</td>
</tr>
<tr>
<td>Advertising</td>
<td>$40,000.00</td>
<td>$11,397.48</td>
<td>$8,335.50</td>
<td>$14,255.00</td>
<td>$11,978.46</td>
<td>$45,966.44</td>
</tr>
<tr>
<td>Brochure</td>
<td>$5,000.00</td>
<td>$-</td>
<td>$1,621.82</td>
<td>$2,396.48</td>
<td>$-</td>
<td>$4,218.30</td>
</tr>
<tr>
<td>Tourism Partnership Grant</td>
<td>$15,000.00</td>
<td>$750.00</td>
<td>$5,000.00</td>
<td>$7,300.00</td>
<td>$13,600.00</td>
<td></td>
</tr>
<tr>
<td>Sports Grants</td>
<td>$30,000.00</td>
<td>$1,000.00</td>
<td>$250.00</td>
<td>$17,000.00</td>
<td>$6,500.00</td>
<td>$24,750.00</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>$3,650.00</td>
<td>$3,414.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$3,414.00</td>
</tr>
<tr>
<td>Insurance - Health/Life</td>
<td>$20,000.00</td>
<td>$5,008.62</td>
<td>$4,553.92</td>
<td>$4,574.90</td>
<td>$4,759.02</td>
<td>$18,896.46</td>
</tr>
<tr>
<td>Insurance - General/Auto</td>
<td>$1,200.00</td>
<td>$-</td>
<td>$1,189.00</td>
<td>$-</td>
<td>$-</td>
<td>$1,189.00</td>
</tr>
<tr>
<td>Insurance - D&amp;O</td>
<td>$613.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$612.50</td>
<td>$612.50</td>
</tr>
<tr>
<td>Insurance - Work Comp</td>
<td>$800.00</td>
<td>$419.75</td>
<td>$262.75</td>
<td>$-</td>
<td>$-</td>
<td>$702.50</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$100.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Office Equipment Lease/Maint</td>
<td>$4,000.00</td>
<td>$934.14</td>
<td>$864.42</td>
<td>$989.82</td>
<td>$1,116.13</td>
<td>$3,904.51</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$3,500.00</td>
<td>$2,042.36</td>
<td>$815.32</td>
<td>$759.24</td>
<td>$1,192.79</td>
<td>$4,809.71</td>
</tr>
<tr>
<td>Postage</td>
<td>$2,500.00</td>
<td>$770.46</td>
<td>$307.88</td>
<td>$470.47</td>
<td>$516.97</td>
<td>$2,657.88</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Signage</td>
<td>$11,520.00</td>
<td>$2,880.00</td>
<td>$2,680.00</td>
<td>$2,880.00</td>
<td>$3,840.00</td>
<td>$12,480.00</td>
</tr>
<tr>
<td>Telephone</td>
<td>$3,000.00</td>
<td>$446.36</td>
<td>$658.78</td>
<td>$669.11</td>
<td>$690.32</td>
<td>$2,464.57</td>
</tr>
<tr>
<td>Travel &amp; Meetings</td>
<td>$3,000.00</td>
<td>$347.56</td>
<td>$118.55</td>
<td>$1,033.39</td>
<td>$352.12</td>
<td>$1,911.62</td>
</tr>
<tr>
<td>Web Maintenance/E-Newsletter</td>
<td>$500.00</td>
<td>$97.99</td>
<td>$26.25</td>
<td>$-</td>
<td>$-</td>
<td>$702.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payroll</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll/Taxes/Employee</td>
<td>$107,000</td>
<td>$17,158.98</td>
<td>$27,740.28</td>
<td>$26,164.49</td>
<td>$29,978.56</td>
<td>$101,042.31</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Events/Promotion</td>
<td>$10,000.00</td>
<td>$2,807.65</td>
<td>$3,340.00</td>
<td>$488.80</td>
<td>$2,102.21</td>
<td>$8,738.66</td>
</tr>
<tr>
<td>Special Projects</td>
<td>$2,000.00</td>
<td>$-</td>
<td>$2,111.49</td>
<td>$-</td>
<td>$1,750.00</td>
<td>$3,861.49</td>
</tr>
<tr>
<td>Education (Staff/Board)</td>
<td>$500.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>Hospitality</td>
<td>$300.00</td>
<td>$44.48</td>
<td>$33.74</td>
<td>$45.18</td>
<td>$-</td>
<td>$123.40</td>
</tr>
<tr>
<td>Rola Merchandise</td>
<td>$800.00</td>
<td>$-</td>
<td>$240.20</td>
<td>$-</td>
<td>$-</td>
<td>$240.20</td>
</tr>
<tr>
<td>Group Tour Service</td>
<td>$3,000.00</td>
<td>$475.28</td>
<td>$20.00</td>
<td>$1,066.18</td>
<td>$-</td>
<td>$1,561.46</td>
</tr>
<tr>
<td>Rola Video/Photography</td>
<td>$5,000.00</td>
<td>$1,600.00</td>
<td>$800.00</td>
<td>$800.00</td>
<td>$925.00</td>
<td>$4,125.00</td>
</tr>
<tr>
<td>Tradeshow Fees</td>
<td>$1,000.00</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>TOTAL CASH OUT FLOW</td>
<td>$340,533.00</td>
<td>$66,818.94</td>
<td>$72,498.10</td>
<td>$93,626.00</td>
<td>$88,838.02</td>
<td>$321,781.06</td>
</tr>
<tr>
<td>CASH AT END OF PERIOD</td>
<td>$(63,208.00)</td>
<td>$(725.39)</td>
<td>$(438.67)</td>
<td>$(11,555.55)</td>
<td>$(10,620.94)</td>
<td>$(22,463.21)</td>
</tr>
</tbody>
</table>
Marketing Efforts (October – December 2017)

- We continue to promote Rolla twice a month on the Morning Mayor show.
- We ran radio ads on KFLW and Results Radio for Rolla Unwrapped. We also place ads in surrounding newspapers that promoted Rolla Unwrapped.
- We promoted local events and tourism businesses on our Facebook page, VisitRolla.
- We placed ads in the Kaleidoscope that promoted upcoming events in Rolla.
- We placed a 1/5-page ad in the November & December issues of Rural Missouri magazine.
- We placed a 1/3-page ad in the October, November, and December issues of 417 magazine.
- We placed a 1/4-page ad in the October and December issues of Missouri Life magazine.
- We placed a 1/4-page ad in the winter issue of Show Me Missouri magazine.
- We ran radio ads on Results radio that promoted the Snow Glow 5K.

Tourism Related Events

- We hosted the annual FLW Spouses Tour of Rolla. We had 20 ladies attend that were able to spend the day shopping in Rolla and we treated them to lunch at Alex’s Pizza.
- We hosted the 6th Annual Snow Glow 5K on December 8. The event was a success; however participation was down quite a bit this year. We had approximately 50 runners participate. Thank you to our volunteers and sponsors for supporting the race.
- We sponsored an Angel Tree for the Christmas season. This program provides much needed clothing items and special gifts to area children who, without this program, would have to do without. We sponsored approximately 100 angels this year from Pathways and PCCAN. Thank you to all who supported this program.

Grants

- This quarter we approved the following grants:
  - Tourism Partnership Grant
    - Rolla Sister City Committee - 2017 Christkindl Markt, $1,000.
    - Kaleidoscope Discovery Center – 2018 Missouri Future City Competition, $750.
  - Sports Tourism Grant Application
    - Vessell’s Fitness – 2018 Arby’s Racquetball Tournament, $1,000.

Land/Building Maintenance Issues

- We had a new caretaker move in, Adam Meyer.
- United Way moved out of the 1301 building. After they moved out we pulled up all the carpet in the basement of the building. We noticed the furnace had a leak and felt that it was best not to have any carpet in the basement of that building.
- We walked the property with John Butz and Steve Hargis to discuss things that needed to be addressed with the building and grounds. A few items were pointed out on 1301 that we had our caretaker look at. The other was cleaning up the hillside during the Hwy 72 construction. They City will clean up the brush/vines that are growing along the hillside and make it look nicer with the other improvements for Hwy 72.
Benchmarks
In this section you will find data that has been collected over the last several years in the following areas:

- **Motel Tax Performance**
  - These numbers reflect the 90% that is collected by the City of Rolla.

- **Lodging Performance**
  - This data is compiled from three different resources. Missouri Hotel and Lodging Association, Smith Travel Research, and the City of Rolla.

- **Website Stats for www.visitRolla.com.**
  - We track this data using Google Analytics.

- **Visitor Center Performance**
  - This data is tracked from our sign in sheet and a data sheet logged by our Visitor Center Assistant.

- **Restaurant and Retail Sales Tax**
  - This data is collected by the City of Rolla.

- **The RACC Grant Program**
  - These grants are provided from the Tourism dollars to attract Sports Tourism and meetings and special events to the area.
Motel Tax Performance
5 Year Motel Tax Income Comparison

2013: $255,279.66
2014: $265,949.19
2015: $298,881.88
2016: $325,877.98
2017: $335,398.34

YTD vs. Budget

2017: $335,398.34
Budget (17): $270,000.00
Lodging Performance
The following information reflects the Average Daily Rate and Monthly Occupancy percentages from three reporting parties, Missouri Hotel and Lodging Association (MHLA), Smith Travel Research (STR), and local data collected by the City of Rolla. MHLA reflects the state as a whole. STR reflects data that is collected from 11 reporting properties in Rolla. The City of Rolla collects the data from the local hotels that are willing to share the information.
Visits to www.visitRolla.com

New Visits
Visitor Center Performance
Visitor Center Sign In Stats

- Visitors to the VC
- First Time Visitors

2013: 8,000
2014: 6,000
2015: 4,000
2016: 2,000
2017: 0
Restaurant/Retail Sales Tax
Grant Program
The Centre celebrates 15 years!

Rolla has a facility that had paid visits from more than 400 zip codes in 2016. You could call that a destination. You can also call it "The Centre," the city's crown jewel that provides the splash, the dunk, the spike—the physical challenges and social congregating that brings members and visitors back time and again. It has just celebrated 15 years in the community.

From the grand opening on June 1, 2002, the Centre has benefitted from a half-cent sales tax earmarked for recreation facilities that was passed by the citizens of Rolla in 1998. This funding source ended in 2013, so the facility has been operating on income derived from the services the Centre provides, and a subsidy from the reserve fund balance—not the general fund—of the initial tax. The annual operating budget runs between $150,000 to $250,000 per year.

"We want to provide a facility the citizens can be proud of and provide a way to raise wellness, education and awareness for all citizens," said Parks and Recreation Director Floyd Jernigan.

He notes that day passes, value passes and reimbursements from insurance companies for qualifying members have extended The Centre's geographic reach and has put The Centre within the budget of households that might not have been able to afford it, otherwise.

"We think the day passes are very affordable ($6 for a senior or youth and $8 for an adult) and you can come and take part in 33 different fitness classes in any given week, such as Yoga, Zumba, Kickboxing, and strength conditioning, all of which are free to members; play basketball, go swimming, or use the [exercise] equipment on the floor."

"Our [membership] numbers are up and that's very encouraging," he said. "It takes good functioning equipment that is appealing to people—it has to be useful and meets their needs, along with a variety of programs and getting the word out that you've got that. At the same time, you're being the best possible steward with what the citizens have given us. I'm always mindful that we work for everybody in the community."

-Excerpted from an RDN article by John Buckner
NUTS & BOLTS

- 9 basketball goals
- 2 full size basketball courts
- 3 full size volleyball courts
- 4,000 square foot fitness area
- 6 reservable meeting rooms
- Indoor pool with water slide
- Community Lounge with pool table
- Indoor walking/running track

STAYING CONNECTED

- 557 Twitter Followers, 3,501 Tweets
- 3,886 Facebook Followers, 4,013 Page Likes
- 422 Instagram Followers, 125 posts
- Monthly Member E-Newsletter
- Seasonal FunTimes Magazine-Print and digital copies

USER FEEDBACK

- 4.3 Stars on Facebook
- 149 comment cards received
- 2 Open Houses held

PROGRAM ATTENDANCE/REVENUE

- 490 Programs Offered
- 3,406 Participants
- $126,055 in Revenue

COMMUNITY INVOLVEMENT/PARTICIPATION

- Health Expo
- Breakfast with the Bunny
- Daddy Daughter Dance
- Halloween
- GrandFamily
- Pics with Santa
- Firecracker 5K

ARTSROLLA! ATTENDANCE: 25,000
PARENTS AS TEACHERS ATTENDANCE: 1,388
Community Benefits

- Display space for artists with ArtsRolla!
- Fundraisers for Breast Cancer Awareness and Research
- Showcase for Master Gardener Landscaping
- Host multiple community events--Daddy Daughter Dance, Breakfast with the Bunny, Firecracker 5K, Halloween Spooktacular & Boo Splash, Pictures with Santa, etc.
- Host of Capable Kids Camp with The Community Partnership
- First place of employment for many youth Internship program, connecting students to careers
- Volunteer Opportunities Utilized by camps, schools, church groups, sports, etc.
- Support Groups
- Fitness education for employers
- Improving community health
- Recruiting tool for PCRMC, MS&T, and other employers
- Showcase for Realtors providing community tours
- Offer opportunities for Boy and Girl Scout badges
- Tournament Site for Volleyball and Basketball
- Facilities for High School and University athletic programs
- Rescue training for local fire departments, highway patrol, and other emergency responders
The Centre

Highlights

• **2,880,806 visitors from opening day in 2002 to December 31, 2017**
• **3,300+ Total Members**
• **Partnerships:**
  - PCRMC Health Fair, Patient Therapy
  - Brewer Science Health Fair, Community Partnership-Camp Capable, Licking Summer Camps, Rolla Rockets, Roller Derby
  - Odyssey Scuba, area Boy Scouts, area law enforcement, Rolla Chamber
  - Rolla Public Schools, Missouri S&T, MU Extension Services, and various Preschools for P.E.
  - Local Businesses, Academy Sports, Arts! Rolla, Master Gardeners and Master Naturalists, area churches and non-profits
• **Hosted visitors from over 400 zip codes and 38 states**
• Annual National Senior Health and Wellness Fair
• **$70,000 less expense in Fiscal Year 2017 than Fiscal Year 2016**
• **5,164 Facility reservations, totaling 16,810 hours**
• **34,106 Online Registration sessions**
• Received $1,575 and hundreds of gift cards from Rolla businesses to help support community events throughout the year

Centre Revenue

Programs 29%
Rentals 2%
Passes 65%
Concessions 2%

Centre Expense

Personnel 66%
Supplies 20%
Services 9%
Maintenance 4%
Reimbursement/Donation 2%
Aquatics Highlights

- 27 school groups utilized facility
- 290+ Aquatics programs offered
- 42,000+ patrons using the pool
- 1,847 registered aquatics programs participants
- New special events held such as an underwater egg hunt, Halloween Boo Splash, Swim Meet, Indoor Triathlon, etc.
- Monthly movies in the pool - fun for all ages
- Swimming lessons for all ages
- Lifeguard Training courses completed
- CPR/First Aid/AED courses completed

Recreation Highlights

- 7,000+ participants and spectators for Licking Shootout Tournaments for basketball and volleyball
- 140 Recreation programs offered
- 358 children in FunFest Summer Camp programs with full day and half day options
- 1,300 kids in Homeschool Sports and Games
- 1,229 participants in registered programs
- Birthday party packages to include pool sports themes
- Express Yourself Art classes for youth
- Fit Girls-Free Running, Reading, and Enrichment Program
- Hosted a Career Fair
Fitness Highlights

- 3,400+ Personal Training Sessions completed
- 440+ Group Fitness Classes offered (free to members)
- 12,900+ Group Fitness Participants—all time high
- New Equipment: cable crossover, squat rack, benches, mats, squat rack, stability balls, and kettle bells.
- New dead lifting platform and weight lifting mats
- Downloadable Fitness App to track workouts, view group fitness schedules, ask questions, connect to workout partners.

Larry Newberry’s recovery from stroke accelerated by optimism

Larry Newberry’s spirit comes through in his sparkling eyes. Even after a disabling brain-stem stroke in October of 2016, and a setback during recovery, the 74-year-old says he's not a quitter. From the moment he arrives at The Centre to meet his trainer Jay Hartman, until he takes a rest—Larry embodies the adage: never give up.

Newberry and his wife Sharon visit Hartman at The Centre four times a week, and they’ve hardly missed since therapy began. Larry and Hartman had an instant connection. The positive energy between the two is a dynamic fueling Larry’s recovery.

For a while after the stroke, Larry had no movement on his right side. More than a year later, he can walk up to two-and-a-half laps around the track. But, well before he came to The Centre, a fall broke his hip and derailed his progress.

“To have someone like Jay to help motivate him, I mean that just means so much, because from what I've been told from therapists and different people that he's dealt with, there are so many stroke victims that give up, and you know, don't try. And, I'm thankful that that hasn't happened.”

Jay and Sharon are both modest about their influence on Larry's success, but it's a team effort to get Larry back in the driver's seat. Jay has set a series of small goals for Larry, and Jay says he's checked them off every time.

Jay and Larry started with flexibility training and range of motion. Then, they worked on strengthening his joints. Once his joints got stronger, weights were added to revive his muscles, and he started to walk longer distances.

When Larry first came to Jay, he could only manage very short distances from room to room in his house with a walker. It took a while to build up the endurance in Larry's legs, so he could support his body weight. Once he was ready, and he could make a couple of laps around the track with the walker, Jay focused on building up his strength.

Now that Larry’s endurance is built up, they’re working on building the strength in his legs to do everyday things. The next goal is for Larry to be able to go from chair to walker, unassisted.

“'When you're working with guys like Larry, who's always positive when he comes in, it makes it that much easier for me. I know he's going to get out there and I know he's going to give 150 percent. I know he's going to do it. And he always does. It makes it easier for me,'” Jay says.

Sharon and Larry both appreciate Jay's resolve, too. Sharon says when Larry has an off day once in a while—Jay doesn't let it faze them.

“Jay is always so motivating. [He says] 'It's OK! Tomorrow you're going to do better.'”

“'He's making life livable and possible for me,'” Larry says.

-Article excerpted and photo from Phelps County Focus, Christy Hahn
## MARCH MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

<table>
<thead>
<tr>
<th>Material</th>
<th>Mar 2018</th>
<th>Feb 2018</th>
<th>Mar 2017</th>
<th>Year-to-Date 2018</th>
<th>Year-to-Date 2017</th>
<th>Yearly Total 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardboard</td>
<td>154.0 ton</td>
<td>65.2 ton</td>
<td>110.5 ton</td>
<td>370.7 ton</td>
<td>375.5 ton</td>
<td>1,576.4 ton</td>
</tr>
<tr>
<td>Newspaper</td>
<td>41.7 ton</td>
<td>19.2 ton</td>
<td>39.7 ton</td>
<td>118.6 ton</td>
<td>143.4 ton</td>
<td>657.4 ton</td>
</tr>
<tr>
<td>High Grade Paper</td>
<td>20.3 ton</td>
<td>42.8 ton</td>
<td>20.0 ton</td>
<td>63.1 ton</td>
<td>40.5 ton</td>
<td>186.5 ton</td>
</tr>
<tr>
<td>Aluminum</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>2.5 ton</td>
<td>3.1 ton</td>
<td>14.2 ton</td>
</tr>
<tr>
<td>Steel Cans/Scrap Metal</td>
<td>1.7 ton</td>
<td>5.2 ton</td>
<td>7.1 ton</td>
<td>12.2 ton</td>
<td>16.0 ton</td>
<td>55.1 ton</td>
</tr>
<tr>
<td>Plastic</td>
<td>22.8 ton</td>
<td>0.0 ton</td>
<td>11.3 ton</td>
<td>34.1 ton</td>
<td>45.0 ton</td>
<td>172.4 ton</td>
</tr>
<tr>
<td>Glass</td>
<td>30.0 ton</td>
<td>0.0 ton</td>
<td>21.3 ton</td>
<td>65.2 ton</td>
<td>66.5 ton</td>
<td>255.8 ton</td>
</tr>
<tr>
<td>Batteries</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.4 ton</td>
<td>0.4 ton</td>
<td>0.4 ton</td>
</tr>
<tr>
<td>Electronic Waste</td>
<td>2.2 ton</td>
<td>5.3 ton</td>
<td>4.2 ton</td>
<td>10.3 ton</td>
<td>7.8 ton</td>
<td>41.7 ton</td>
</tr>
<tr>
<td>Household HW</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>0.0 ton</td>
<td>3.6 ton</td>
</tr>
<tr>
<td>TOTAL</td>
<td>272.7 ton</td>
<td>137.7 ton</td>
<td>214.1 ton</td>
<td>677.1 ton</td>
<td>698.2 ton</td>
<td>2,963.5 ton</td>
</tr>
</tbody>
</table>

## SERVICES PROVIDED

<table>
<thead>
<tr>
<th>Type of Service</th>
<th>Mar 2018</th>
<th>Feb 2018</th>
<th>Mar 2017</th>
<th>Year-to-Date 2018</th>
<th>Year-to-Date 2017</th>
<th>Yearly Total 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Pick-ups</td>
<td>67</td>
<td>51</td>
<td>43</td>
<td>197</td>
<td>147</td>
<td>759</td>
</tr>
<tr>
<td>Paper Shredding</td>
<td>14.0 hours</td>
<td>11.0 hours</td>
<td>14.5 hours</td>
<td>34.0 hours</td>
<td>35.0 hours</td>
<td>97.5 hours</td>
</tr>
<tr>
<td>Reported Trash Nuisances</td>
<td>16</td>
<td>0</td>
<td>27</td>
<td>30</td>
<td>125</td>
<td>510</td>
</tr>
<tr>
<td>Households Dropping Off Hazardous Waste</td>
<td>71</td>
<td>60</td>
<td>138</td>
<td>181</td>
<td>217</td>
<td>1064</td>
</tr>
</tbody>
</table>

## DISPOSAL TONNAGE

(Sanitation Division)

<table>
<thead>
<tr>
<th>Material</th>
<th>Mar 2018</th>
<th>Feb 2018</th>
<th>Mar 2017</th>
<th>Year-to-Date 2018</th>
<th>Year-to-Date 2017</th>
<th>Yearly Total 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refuse</td>
<td>1,444.3 ton</td>
<td>1,309.6 ton</td>
<td>1,394.8 ton</td>
<td>4,177.1 ton</td>
<td>3,914.1 ton</td>
<td>17,357.1 ton</td>
</tr>
</tbody>
</table>
### March 2018

#### Part I Crimes

<table>
<thead>
<tr>
<th></th>
<th>Homicide</th>
<th>Rape</th>
<th>Robbery</th>
<th>Felony Assault</th>
<th>Burglary</th>
<th>Larceny</th>
<th>Auto Theft</th>
<th>Arson</th>
<th>Total Part I Crimes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2018</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This Month</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>6</td>
<td>11</td>
<td>34</td>
<td>5</td>
<td>0</td>
<td>59</td>
</tr>
<tr>
<td>Year to Date</td>
<td>0</td>
<td>5</td>
<td>0</td>
<td>18</td>
<td>23</td>
<td>127</td>
<td>14</td>
<td>0</td>
<td>187</td>
</tr>
<tr>
<td><strong>2017</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This Month</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>8</td>
<td>9</td>
<td>43</td>
<td>4</td>
<td>0</td>
<td>66</td>
</tr>
<tr>
<td>Year to Date</td>
<td>0</td>
<td>5</td>
<td>4</td>
<td>23</td>
<td>38</td>
<td>145</td>
<td>8</td>
<td>1</td>
<td>224</td>
</tr>
<tr>
<td><strong>2016</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>This Month</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>5</td>
<td>7</td>
<td>42</td>
<td>3</td>
<td>1</td>
<td>61</td>
</tr>
<tr>
<td>Year to Date</td>
<td>0</td>
<td>3</td>
<td>2</td>
<td>16</td>
<td>21</td>
<td>127</td>
<td>6</td>
<td>2</td>
<td>177</td>
</tr>
<tr>
<td>CFS Description</td>
<td>Count</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abandoned Vehicle</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abandoned/Recovered Prop</td>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident - Injury</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident - Leave the scene</td>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident - No Injury</td>
<td>36</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident - Private Property</td>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accident - Road Blocked</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarm LE</td>
<td>42</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ambulance Needed</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Animal Control</td>
<td>125</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assault</td>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Agency</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Ambulance</td>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Citizen</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Fire</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Law Agency</td>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assist Motorist</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benevolent Fund</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Check</td>
<td>47</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Lockout</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Burglary</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Busy/Out At</td>
<td>129</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Call for Police</td>
<td>63</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check Incarceration Log</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check Well Being</td>
<td>73</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Abuse</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil Defense Test</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Confidential Investigation</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Court</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crossing Guard</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CWB 911 Hangup</td>
<td>165</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Destruction of Property</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distribution</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disturbance - Other</td>
<td>74</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Domestic Violence</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driving While Intoxicated</td>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escape</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escort - Bank</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escort - Courtesy</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escort - Funeral</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exparte Violation</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Interview</td>
<td>38</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fight</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fingerprints</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GFS Description</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Follow Up</td>
<td>83</td>
</tr>
<tr>
<td>Fraud</td>
<td>20</td>
</tr>
<tr>
<td>Harassment</td>
<td>16</td>
</tr>
<tr>
<td>HOTEL/MOTEL CHECK</td>
<td>22</td>
</tr>
<tr>
<td>Information Request</td>
<td>173</td>
</tr>
<tr>
<td>Intoxicated Person</td>
<td>18</td>
</tr>
<tr>
<td>Juvenile Complaint</td>
<td>7</td>
</tr>
<tr>
<td>Keep the Peace/Suspend</td>
<td>12</td>
</tr>
<tr>
<td>Leave without Pay</td>
<td>16</td>
</tr>
<tr>
<td>Littering/Dumping</td>
<td>1</td>
</tr>
<tr>
<td>Lost or Stolen Property</td>
<td>11</td>
</tr>
<tr>
<td>Loud Noise Complaint</td>
<td>33</td>
</tr>
<tr>
<td>Malicious Mischief</td>
<td>2</td>
</tr>
<tr>
<td>Mental Health</td>
<td>12</td>
</tr>
<tr>
<td>Missing Person</td>
<td>13</td>
</tr>
<tr>
<td>Narcotics Violation</td>
<td>42</td>
</tr>
<tr>
<td>Open Door</td>
<td>4</td>
</tr>
<tr>
<td>OVERDOSE</td>
<td>4</td>
</tr>
<tr>
<td>Paper Service</td>
<td>25</td>
</tr>
<tr>
<td>Prisoner Transport</td>
<td>1</td>
</tr>
<tr>
<td>Property Damage-Normal Criminal</td>
<td>1</td>
</tr>
<tr>
<td>Prowler</td>
<td>2</td>
</tr>
<tr>
<td>Public Relations</td>
<td>3</td>
</tr>
<tr>
<td>Runaway</td>
<td>4</td>
</tr>
<tr>
<td>SCHOOL CHECK</td>
<td>11</td>
</tr>
<tr>
<td>School Resource Officer</td>
<td>7</td>
</tr>
<tr>
<td>Search Warrant</td>
<td>2</td>
</tr>
<tr>
<td>Security Check</td>
<td>79</td>
</tr>
<tr>
<td>Selective Enforcement</td>
<td>11</td>
</tr>
<tr>
<td>Sex Offense</td>
<td>7</td>
</tr>
<tr>
<td>Shots fired</td>
<td>5</td>
</tr>
<tr>
<td>Stealing</td>
<td>66</td>
</tr>
<tr>
<td>Stolen Vehicle</td>
<td>14</td>
</tr>
<tr>
<td>Structure Fire</td>
<td>2</td>
</tr>
<tr>
<td>Suspicious Activity</td>
<td>83</td>
</tr>
<tr>
<td>Tampering</td>
<td>2</td>
</tr>
<tr>
<td>Telephone Harassment</td>
<td>12</td>
</tr>
<tr>
<td>Tow Sticker Expired</td>
<td>3</td>
</tr>
<tr>
<td>Traffic Complaint</td>
<td>146</td>
</tr>
<tr>
<td>Traffic Stop</td>
<td>649</td>
</tr>
<tr>
<td>Trespassing</td>
<td>9</td>
</tr>
<tr>
<td>Try to Contact</td>
<td>7</td>
</tr>
<tr>
<td>Vehicle Identification</td>
<td>47</td>
</tr>
<tr>
<td>Vehicle Repossession</td>
<td>3</td>
</tr>
<tr>
<td>Veterinary Call</td>
<td>6</td>
</tr>
<tr>
<td>Weapons Violation</td>
<td>3</td>
</tr>
</tbody>
</table>

Total 2853
## ANIMAL CONTROL MONTHLY TOTALS

### March 2018

#### ANIMALS IMPOUNDED

<table>
<thead>
<tr>
<th>Area</th>
<th>Canine</th>
<th>Feline</th>
<th>Other</th>
<th>Wildlife</th>
<th>Monthly 2018</th>
<th>2017 YTD Total</th>
<th>2017 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Rolla</td>
<td>39</td>
<td>6</td>
<td>0</td>
<td>6</td>
<td>51</td>
<td>109</td>
<td>123</td>
</tr>
<tr>
<td>Rolla Area</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>8</td>
<td>13</td>
</tr>
<tr>
<td>City of Newburg</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Newburg Area</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Edgar Springs Area</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Agencies</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>St. James Area</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Ft. Leonard Wood</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Monthly Total</strong></td>
<td>41</td>
<td>8</td>
<td>0</td>
<td>6</td>
<td>55</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2018 YTD Total</strong></td>
<td>86</td>
<td>13</td>
<td>0</td>
<td>22</td>
<td></td>
<td>121</td>
<td></td>
</tr>
<tr>
<td><strong>2017 YTD Total</strong></td>
<td>97</td>
<td>13</td>
<td>0</td>
<td>27</td>
<td></td>
<td>137</td>
<td></td>
</tr>
<tr>
<td><strong>Total Phelps County</strong></td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>9</td>
<td>14</td>
</tr>
</tbody>
</table>

#### ANIMAL DISPOSITION

<table>
<thead>
<tr>
<th>Category</th>
<th>Canine</th>
<th>Feline</th>
<th>Other</th>
<th>Wildlife</th>
<th>Monthly 2018</th>
<th>2018 YTD Total</th>
<th>2017 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animals Adopted (①)</td>
<td>13</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>17</td>
<td>40</td>
<td>29</td>
</tr>
<tr>
<td>Animals Claimed (②)</td>
<td>14</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>15</td>
<td>39</td>
<td>54</td>
</tr>
<tr>
<td>Euthanized (Ill/Injured) (③)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Euthanized (Dangerous) (④)</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>Euthanized (Un-Placed) (⑤)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Deceased on Arrival (⑥)</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>3</td>
<td>6</td>
<td>17</td>
<td>19</td>
</tr>
<tr>
<td>Transferred to Rescue (⑦)</td>
<td>15</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>15</td>
<td>18</td>
<td>4</td>
</tr>
<tr>
<td>Wildlife Relocated (⑧)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>3</td>
<td>8</td>
<td>6</td>
</tr>
<tr>
<td>Other (⑨)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td><strong>Monthly Total</strong></td>
<td>46</td>
<td>6</td>
<td>0</td>
<td>6</td>
<td>58</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2018 YTD Total</strong></td>
<td>91</td>
<td>13</td>
<td>0</td>
<td>22</td>
<td></td>
<td>126</td>
<td></td>
</tr>
<tr>
<td><strong>2017 YTD Total</strong></td>
<td>90</td>
<td>10</td>
<td>0</td>
<td>27</td>
<td></td>
<td>127</td>
<td></td>
</tr>
</tbody>
</table>

#### ADDITIONAL STATISTICS

<table>
<thead>
<tr>
<th>Category</th>
<th>Monthly 2018</th>
<th>2018 YTD Total</th>
<th>2017 YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption Rate (① +②)/(① +② +③)</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>PR Programs</td>
<td>2</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>Calls for Service</td>
<td>150</td>
<td>400</td>
<td>472</td>
</tr>
<tr>
<td>Written Warnings</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Citations</td>
<td>2</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>Total Incinerator Hours</td>
<td>51</td>
<td>182</td>
<td>144</td>
</tr>
</tbody>
</table>
MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY, APRIL 10, 2018

Presiding: Don Brown, Chairperson

Commission Members Present: Robert Anderson, Matt Miller, Jack Morris, and Russell Schmidt

Commission Members Absent: Janece Martin, Monte Shields and Steven Shields

City Officials in Attendance: James Shields, City Planner, Karen Fagan, Community Development

I. APPROVE MINUTES: Review of the Minutes from the Planning and Zoning Commission Meeting held on Tuesday, March 13, 2018.

II. REPORT ON RECENT CITY COUNCIL ACTIONS:

1. A request to rezone the east half of Lot 4 of Block 7 of the Cowan’s Addition Subdivision, which is a parcel that is also known as 106 South Rucker Avenue, from the Neighborhood Business District (C-1) to the Highway Commercial District (C-3). City Council conducted the final reading and approved this ordinance on April 2, 2018.

(SONIC)

III. PUBLIC HEARING:

1. An ordinance to rezone Lot 1 and Lot 2 of the Rolla Skilled Nursing Facility Plat No. 1 Subdivision and Lot 29 and Lot 30 of the Arwood Hills No. 1 Subdivision from the Single-Family District (R-1) and the Two-Family District (R-2) to the Multi-Family District (R-3).

(SILVERSTONE)

James Shields began by explaining that the subject parcels are located in northwest Rolla, approximately 175 feet southwest of the intersection of Vichy Road and Eagleson Drive. The parcels subject to the proposed ordinance are owned by Rolla SNF, LLC. Greg Spence is the registered agent of this LLC and is one of the owners of the Silverstone Place Skilled Nursing & Rehabilitation Center.

The proposal it to rezone parcels from the Single-Family District (R-1) to the Multi-Family District (R-3); and to amend the Future Land Use Map to Residential Medium/High Density. A legal ad ran on March 29, 2018. Neighborhood notice was sent out on March 27, 2018; and signs were posted on March 30, 2018. The current
uses are vacant land and a nursing home, which is not permitted in the current zoning
district. The applicant requests the rezone to permit the current use. The subdivision is
planned for the near future to create a lot around the existing nursing home facility and
its entrance driveway. The reason for this involve loan and title purposes. The rezone
will also allow for the possible construction of new multi-family units (on separate lot
as nursing home) that would be intended for assisted living and rehab for the elderly.
Possibly 50 to 60 new units constructed at a low density. To maintain consistency with
Rolla 2020, a FLUM amendment is required to change designation to Residential
Medium/High Density.

In 2006, there was a two-phase 80 lot, single-family subdivision, which was proposed.
The proposal included land that is now within the Arwood Hills No. 1 Subdivision and
the Rolla Skilled Nursing Facility Plat No. 1; which is also known as the Silverstone
Subdivision. It started with 80 lots in 2006, which was never recorded, it was just a
proposal. The first phase was recorded, which was the 40 lots. In 2007, in what would
have been the second phase, the bottom 40 lots, were never recorded. The land was
supposed to be the second phase was zoned R-2 to accommodate duplexes. In 2013,
the Silverstone Subdivision plat consolidated 20 of the 40 lots of the
Arwood Hills No. 1 Subdivision. The Silverstone nursing home was built on Lot 1
shortly after.

Immediately to the southeast of these two subdivision is an 11-acre vacant parcel that
was conditionally zoned from R-1 to R-3 in 2007. Except to the southeast, surrounding
the subject parcels in unincorporated Phelps County. Within a fourth of a mile to the
southeast of the vacant R-3 land is land zoned R-1, R-2, R-3, and some Planned Unit
Developments. The single-family home along Vichy Rd. were built in the late 50’s and
early 60’s. To the immediate east of Vichy Rd. there is 23 single-family homes built
from the 60’s to the 90’s. Most of these are a little over 1,000 sq. ft. The average home
built today is 2,400 sq. ft. Also nearby is a trailer park, many multi-family units, and a
fraternity house.

It was an error on the City’s part to allow a nursing home to be built in R-2. Subsection 42.250.2(f) of Rolla’s Planning and Zoning code state that the Planning
& Zoning Commission shall consider if the proposed rezoning would correct an error
in the application of the Code. Without the approval of this proposal, the city cannot
convey to federal agencies and the like that the property conform to the Code, which
can be problematic.

The area was annexed in 1971 and 1984. After that there was little R-1 development in
the area. The failure of Arwood Hills is a testament to the reluctance of the development
community to invest in single-family homes that are considerably older and smaller.
Out of the 80 lots that were supposed to be built between 2008 and 2013 only nine
houses were built. There is a new house that was built that is up for rent. That is a signal
that is could be turning for owner occupied to renter occupied. While there could have
been other factors contributing to Arwood Hills’ failute, such as small lots or the
recession, market signals tell us that preserving the area for new single-family hosing
may prevent the area from being developed at all. A year after Arwood Hills was
platted, the City annexed “the Southside”, which is ideal for single-family development
and may contribute to northern single-family failures. Traffic on the street should be
expected, as it is the entrance to a housing subdivision and is comparable to the traffic
of the area if developed as single-family.

The latest update to Rolla’s comprehensive plan, speaks to the importance of ensuring
that the increasingly aging population has proper residential facilities that provide
services and accommodation that many seniors tend to require (Rolla 2020, P. 28). This
rezone will not only allow for a nursing home to be legally established in the City, but
also will allow for potential future development of dwellings that will be situated near
the nursing home. That will provide for the opportunity for those who are in rehab and
don’t need 24-hour care to be independent, but still close enough to the nursing home
community’s support and resources.

Vichy Rd. currently generates 3600 cars per day. The capacity for the road would be
10,000 cars per day. That would trigger a deeper analysis, which could lead to more.
Each multi-family unit generates 6.1 trips per day, which means that 1049 units would
need to be developed to reach 10,000 trips per day. At 37 units per acre, the subject
parcels could generate 771 units. If the concept was built as in the conceptual drawing
it would be between 5 to 6 units per acre.

No protest petitions have been filed to this department. However, there have been two
official comments submitted. They talked about property values, construction traffic,
and obstruction of view.

Don Brown asked if there were any questions from the Commissioners.

Mr. Brown said Section 42-175.2 states nursing homes are permitted in R-1 on
conditional use permits. He asked Mr. Shields if that was correct. Mr. Shields
answered that yes, in R-1 conditional use is permitted. In R-2 they are not. Mr. Brown
asked if that would not apply to this. Mr. Shields replied it never received a conditional
use permit.

Mr. Brown officially opened the Public Hearing.

Mr. Nicholas Chlysta, 2714 Cooper St., Rolla, MO 65401
Mr. Chlysta stated he lives within the 185’ of the nursing home. Three additional
property owners are here with him. They all live within the 185’ and they have all
signed a protest petition. (The petition is not notarized). He said state statute requires
the Council to consider the adaptability of the property. He believes the pictures are
misleading, because they make the property look bigger than it truly is. The area behind
the nursing home is not that large; particularly the minor strip before his front door.
There is only 75 yards from his front door to the front door of the nursing home. It
looks a lot bigger with the gap.
He thinks the Council should take in the depreciation of the value of adjacent properties. He is a first time home buyer. He has to worry about whether or not he will be able to get his equity back. He purchased his house for $179,999. His neighbor listed his house for sale at $209,000. That indicates to him the nursing home did cause an increase in the value of the property. As soon as the nursing home was done the tenth house was built. That indicates to him it is growing, however he wants to point out that Investment Realty is in charge of renting that property. They originally listed it at $1,400 a month and was unable to get it rented out. There has been over 24 people look at the house and they have yet been able to rent it. They went done for $1,400 a month to $1,250 a month. They are having trouble renting that property; which indicates to him people do not want to live that close to a nursing home. Especially with the proposed plan that has a multi-level facility.

Mr. Chylsta stated the City Planner said this proposal is on today to permit current use. Mr. Chlysta asked why we are retroactively rezoning this neighborhood; just so we can correct a mistake that should have been corrected by a conditional use clause in the initial approval. He said he knows for a fact that in the R-1 and R-2 area the Commissioners are very concerned about the level of traffic. This type of R-3 facility is not permissible in Statute 42-177. It does not have access to a collection street. A collection street would include a major thoroughfare like Vichy. It does not include a minor thoroughfare like Cooper St. They do not have access to a major thoroughfare. That is impermissible.

Mr. Chylsta continued by saying ambulances come in and out of there every hour on the hour. It has gotten to the point where he knows the EMT's and out of courtesy they turn the sirens off at the very start of his subdivision. They still hear them coming the whole time. That is probably 18 times per day he hears ambulances. He decided to count how much traffic comes from the nursing home. They have 50 staff in the daytime and 25 in the evening. That is 75 people coming and going morning, leaving, for lunch and for breaks. On top of that there is relatives who are actually visiting these elderly individuals in this nursing home. They have their own shuttle and that shuttle is going back and forth all day long. He estimates they are way above their density level. Right now it is zoned as a low density area and he thinks it should be maintained that way. He doesn't think a conditional clause to retroactively fix a mistake should be made. He asks the Council to accept their protest petition, with the four out of nine or ten properties without notarized signatures, but being here today.

Mr. Brown stated that just for correction they are the Planning and Zoning Commission. The next body he will meet is the City Council; which has the ability to take his petition. The Commission does not.

Mr. Chylsta asked where the Community Development Department would be located in this building. Mr. Brown told him it is on the second floor.
David Hooten, 2759 Eagleson, Rolla, MO 65401

Mr. Hooten explained he lives directly across from Silverstone Nursing Home. The traffic on that street is very heavy. They have numerous people going to the gravel construction road that was left; and then turn around in his driveway. At least 20 cars a day does that. If they build the extended care multi-level buildings it will greatly increase the traffic through the subdivision. When they built the original facility they told them the area directly across from his house would look like a park when they got done. It has never been cleared off. It still has concrete blocks and constriction debris scattered through it. There is brush and weeds. They tore out a section of the curb to access semi-trucks in to that area. That has never been replaced.

Mr. Brown said Vichy Rd. is a collector. Cooper St. is just an interior road. All of Silverstone comes in on the south part of the subdivision.

Mr. Brown officially closed the Public Hearing.

Matt Miller asked how it was discovered that this was nonconforming. Was it something the City discovered and reached out? Mr. Shields answered Steve Flowers discovered it when they requested building permits. It is being addressed now because forms are coming in. He said he appreciates the comments from the neighbors, but he has not heard of the state law with the collector road. He has done research and they have looked at depreciation of value from multi-family housing. The results are mixed depending on what type of housing it is. One comment in his staff report is there is no place for this remnant of a subdivision to grow. It cannot grow northward or southward. The full buildout would be whatever lots that exist now, so maybe four or five more houses. The subdivision was built in 2006. This street of single family houses will be secluded almost entirely from all other single family houses. He will look into the state law about the traffic.

Mr. Miller asked if there were any alternative ways to become conforming. Mr. Shields replied said a conditional use permit could be used for R-1. It would have to be all zoned R-1 and the use a conditional use permit. That would not allow for any possible future development for these dwellings. The facility was built for twenty-four hour skilled nursing. Sometimes people will get better and transition into assisted living.

Russell Schmidt asked if the red line on the eastside of the map was a buffer between Silverstone and the subdivision. Mr. Shields said the red line is delineating the subject parcels. If this is zoned R-3 there would be a buffer between R-1 and R-3. There are certain circumstances where a rezoning should be easily obtained. One of those is when there is a considerable amount of vacant property in the area and the property adjacent to the property is zoned to the desired use, changing the boundaries to incorporate the subject parcel in the desired zone should be relatively easy. It cannot be considered spot zoning because they are just expanding the boundary. It is consistent with the Comprehensive Plan. Mr. Miller said he thinks the issue is the same as what happened on McCutchen Dr. They do the rezone and the project never happens. Then there is this...
rezoned land sitting out there. It is kind of backwards. There is underdeveloped land and now they want to rezone and add to it. It seems like the neighbors were sold a bag of goods and they never got it. Now they are looking at something completely different under the guise of curing this zoning issue. Mr. Shields replied the nursing home did not even come in until 2013. What is booming in the area is multi-family. There is a PUD (Planned Unit Development) nearby that is still being constructed and contains 152 units. There is also a manufactured home park not too far away.

Mr. Brown asked if the assisted living units proposal would all be on one level. Mr. Shields answered it would be about 5 to 6 units per acre. In the northern portion they would be one story. The 3 story units will be down the hill behind the nursing home. Mr. Schmidt asked if the 3 story units are at the bottom where no one can see them. Mr. Shields replied you would most likely not be able to see them from Mr. Hooten's side of the street.

Mr. Miller said at this time they are looking at this with no guarantee of what it is going to be and it is not guarantee when it is going to stop. Mr. Chylsta said that is what they are worried about. If you look down Vichy all they are building is fabricated, one door, multi-duplexes for student housing. They added two additional roads last year and then they added two additional roads this year. All he is seeing is the slowly moving R-3 multi-unit facilities that houses students creeping north as they get nearer to them. He is scared that if this project falls through, and it is already R-3, he will be having college parties on the back deck of a 20 unit long facility at the end of the street. He thinks this is an interesting proposal. There is a chance they will put a road next to him and go directly up to their front door. He lived there during the construction of the nursing home. That was horrific and a terror. The people most affected by this is the Hooten's. He is glad they are putting a buffer in there, but to say putting buildings on the bottom of this will not be seen by anybody is false. He will sit in his lazy boy and he will see that. He will watch that every day of his life. He could hit it with a golf ball even if he was just 200 yards. He said it is that close. These photographs for some reason make it look so spacious and it is not. R-3 is just a way for them to sneak in a 20 unit college rental 200 yards from his house. Mr. Brown said he did not think someone would put a college rental on that property. Mr. Chylsta said the Villa Enterprises, T. & C. Development are the ones who just built all the units at Vichy and Vienna. He asked if they are telling him that T. & C. Development owns the entire south portion of the R-3 and they are not going to build a multi-unit development. Mr. Shields said just to clarify T. & C. Development owns the vacant lots along Eagleson and Roberts. Rolla S. N. F. actually owns everything in the subject parcels. Mr. Chylsta interjected his proposal shows they have an extra 300 yards around Silverstone Properties. Mr. Shields said the vacant parcels along Eagleson and Cooper St. are owned by T. & C. Development. They own everything that does not have a house on it.

Greg Spence said he bought this property from Chapman. The property was getting ready to foreclose. He stopped building single family homes. They went to the experts of the City and asked them if they could build a nursing home and a retirement
community. It's called a CCRC, Continuing Care Retirement Community. They own property in St. Louis and every one of those properties are on 20 plus acres. In Arnold, MO, you can look up Woodland Manor. They have a nursing home, a memory care, assisted living and independent villas. They are absolutely gorgeous. No fraternity parties in Arnold. They just got done clearing all the brush at the top of the hill. It looks absolutely beautiful. There is a pile of debris that Nathan Chapman left. That can be cleared out in an afternoon. It is under brush and he does not know what is there. It’s not their stuff it was already there. They have done everything the City has wanted them to do. The little cutout that leads up to Cooper was talked about that being an entrance. It was vacated because they had to get permission from the property owners and they elected not to do that.

The reason why they are doing this is because 90% of the nursing homes in the United States are financed commercially by a bank. After they get established 80% to 90% of the properties are flipped over to a HUD R-232, which is just a financing mechanism. This facility gladly participates in Medicare and Medicaid, but it is not Section 8. They are flipping it to HUD R-232. In the process Mr. Shields discovered it is not the best zoning. They thought they would do this now prior to taking it to HUD.

He does not know what to tell you about ambulances coming all through the night. They were there all day today and did not see one ambulance. Employees do come in and out. He expected to hear people talk about speeding. They do plan on putting in speed bumps on their own. The conceptual that was shown is just that. They have not hired an architect. A 3 story building requires an elevator. The one they are building in Arnold is a 2 story building. The 3 story building will be back around the corner to the vacant property. You might see he does not know for sure. This process is for 80% of processing vehicle for them. In the process of doing so, the City discovered it may not be the best zoning.

He understands that there might be some concerns about building a fraternity house. They have no desire to build a fraternity house. For 40 years he has been in nursing home, retirement, home health, and hospice. The house that was just built has a sign that says for rent. The house was finished about 3 to 4 months ago. The sign has been up ever since. The City was giving them advice on how to get this zoned.

Mr. Chylsta said Mr. Spence just confirmed their suspicion. They are not just worried about fraternity multi-unit housing. They are worried about multi-unit housing in general. It will lower the value of their property. They are 20 units long and they are slowly moving north. When Mr. Spence said they just recently burned, they did not burn the back hill on the south of the property. They burned even further south closer to Spring Crest Church. Mr. Spence just confirmed they are going to develop there. He also admitted to the Council that he is going to build multi-unit facilities across from Silver Crest Church to the south of their neighborhood. This zoning request is not just for Silverstone property, but it gives a 300 yard buffer around it, which is owned by four different construction companies and development companies. Mr. Shields advised Mr. Chylsta that the 300’ buffer is just the mail notice perimeter. Mr. Brown
said that is what they do to notify people. It used to be 185’ and they kicked it up to 300’, so everyone will be aware of what they are doing. Mr. Shields explained that Ms. Spence wanted him to note that Rolla SNF owns 2 or 3 vacant properties on this street. The others are owned by T & C Development.

Mr. Miller asked if a Conditional Use Permit would allow them cheaper financing. Mr. Shields answered he does not know enough about the financing. Right now if this burns down; can you rebuild it like it was? They cannot say yes, because it does not conform to the code. Even though they failed to catch it at the right time, it still is not technically allowed.

Mr. Brown asked if all the land to the north is in the County. Mr. Shields replied it is all in the County and this is as far as it goes. Mr. Brown asked if everything at Cooper’s back door, except for the ones that face Vichy Rd., is in the County. Mr. Shields responded that everything is in the County except for the southeast.

Mr. Schmidt said the only issue right now is refinancing not construction or redevelopment or else anything like that. They are just trying to help correct a problem that was created by the City. As far as the development way down in the south that is in a hole with the current nursing home hiding it he does not see that would be a real issue.

A motion was made by Russell Schmidt seconded by Robert Anderson to approve the request to rezone Lot 1 and Lot 2 of the Rolla Skilled Nursing Facility Plat No. 1 Subdivision and Lot 29 and Lot 30 of the Arwood Hills No. 1 Subdivision from the Single-Family District (R-1) and the Two-Family District (R-2) to the Multi-Family District (R-3): A roll call vote on the motion showed the following: Ayes: Anderson, Miller, Morris, Schmidt, and Brown. Nays: None. Motion carried.

IV. OLD BUSINESS: NONE

V. NEW BUSINESS:

1. An ordinance to vacate a portion of Bryant Road and to consolidate 12 deeded parcels that consist of parts of Lot 98 and Lot 103 of the Railroad Addition Subdivision and all of Lots 1, 2, 3, 4, 5, 5A, 6A, 7, 8, 9, 11 and 14 of the Revised Park Plaza Subdivision into two right-of-way tracts and three reconfigured lots through the resubdivision process.

(Highway 72 Ext. West)
2. A motion was made by Robert Anderson seconded by Jack Morris to approve the request to vacate a portion of Bryant Road and to consolidate 12 deeded parcels that consist of parts of Lot 98 and Lot 103 of the Railroad Addition Subdivision and all of Lots 1, 2, 3, 4, 5, 5A, 6A, 7, 8, 9, 11 and 14 of the Revised Park Plaza Subdivision into two right-of-way tracts and three reconfigured lots through the resubdivision process: A roll call vote on the motion showed the following: Ayes: Anderson, Miller, Morris, Schmidt, and Brown. Nays: None. Motion carried.

VI. REPORT FROM THE CHAIRPERSON, COMMITTEE OF STAFF:

In order to have enough people for a quorum, the meeting was delayed until 5:45 p.m. while waiting for Jack Morris to arrive.

VII. OTHER BUSINESS / CITIZEN COMMENTS: NONE

Meeting adjourned at 6:50 p.m.
Minutes prepared by Karen Fagan
FINANCIAL STATEMENT  
March 2018

RECEIPTS:
- Electric, Water, Tax, Sewer and Refuse Charge: $3,695,363.15
- Accounts Receivable - Miscellaneous: $48,680.53
- Customer's Deposits - Refundable: $31,000.00
- Misc Non-Operating Revenue: $202,276.12
- Total Receipts: $3,677,519.80

Super-Now Account Interest (February 28, 2018): $90.82
Money Market Account Interest (February 28, 2018): $4,196.18
Electronic Payment Account Interest (February 28, 2018): $103.39
Public Utility Cash In Bank (February 28, 2018): $15,543,587.76
- Total Receipts and Cash In Bank: $19,525,491.95

DISBURSEMENTS:
- Power Purchased: $1,849,734.11
- Operating Expenses: $142,996.14
- Payroll: $154,753.01
- Electric and Water Capital Expenditures: $44,973.26
- Stock Purchases (Inventory): $151,927.29
- Balance of Customer's Deposits after Finals: $10,067.48
- Medical, Dental, Vision and Life Insurance Paid by Employees: $11,382.80
- Support Payment: $0.00
- U.S. Withholding Tax: $18,623.86
- Missouri Dept. of Revenue (Sales Tax): $50,648.14
- Missouri Dept. of Revenue (Income Tax): $3,477.00
- Phelps County Bank (Social Security): $31,277.24
- Sewer Service Charge: $283,863.00
- Refuse Service Charge: $177,823.27
- Purchase U.S. Treasury Bill / Certificates of Deposit: $0.00
- Unclaimed Deposits: $0.00
- PILOT to City of Rolla: $150,903.24
- Standpipes Lease/Purchase: $3,446.79
- Electric Power Supply Infrastructure Lease/Purchase: $0.00
- Unclaimed Deposits to State: $0.00
- Prinoy Fees: $0.00
- Void Checks: $0.00
- Total Disbursements: $3,158,459.74

Cash in Bank (March 31, 2018): $16,387,038.21
- Total Disbursements and Cash In Bank: $19,525,491.95

BALANCE OF OTHER FUNDS:

PUBLIC UTILITY ACCOUNTS:
- Central Federal Savings & Loan, Check #1228 for $600.46
- Citizens Bank of Newburg, Check #1227 for $705.78
- First State Community Bank, Check #1010 for $820.01
- Phelps Co Bank-Electronic Payment Account, Check #1091 for $1,333,342.06
- Phelps Co Bank-Money Market
- Phelps Co Bank-Super Now, Checks #25867 thru #25917 for $3,158,459.74
- Town & Country Bank, Check #1228 for $3,333.29
- Total Public Utility Accounts

ELECTRIC RESERVES:
- Certificates of Deposit
- Money Market Account: $8,166,218.00
- U.S. Treasury Bills: $0.00
- Total Electric Reserves: $8,166,218.00

WATER RESERVES:
- Certificates of Deposit
- Money Market Account: $2,989,166.00
- U.S. Treasury Bills: $0.00
- Total Water Reserves: $2,989,166.00

TOTAL RESERVES: $11,155,384.00

TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES: $16,387,038.21
## Statistics

### March 2018

### Production Electric Sales

<table>
<thead>
<tr>
<th>Date of Demand</th>
<th>03/14/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time of Demand</td>
<td>07:35 AM</td>
</tr>
<tr>
<td>Scada Demand</td>
<td>52,330.00</td>
</tr>
<tr>
<td>kWh Purchased</td>
<td>26,762,981</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$1,816,050.53 *</td>
</tr>
<tr>
<td>Cost per kWh</td>
<td>0.067857</td>
</tr>
<tr>
<td>Load Factor</td>
<td>70.5%</td>
</tr>
</tbody>
</table>

- Residential - Single Phase kWh 9.638647
- Residential - Three Phase kWh 120,845
- Commercial - Single Phase kWh 1,364,210
- Commercial - Three Phase kWh 2,285,369
- Power Service kWh 6,983,930
- Industrial kWh 4,693,480
- Area/Street Lighting kWh 43,534
- Rental Lights kWh 78,699
- Total kWh Sold 25,208,814
- Demand kW 29,328
- Revenue $2,356,632.23
- Monthly Loss 5.81%
- Fiscal Year to Date Loss 6.04%

### Water Sales

- Residential - Single Phase Gallons 23,090,000
- Residential - Three Phase Gallons 396,000
- Commercial - Single Phase Gallons 5,098,000
- Commercial - Three Phase Gallons 3,396,000
- Power Service Gallons 7,293,000
- Industrial Gallons 1,513,000
- Missouri S&T Gallons 3,271,000
- PWSD #2 Gallons 1,451,000
- Total Gallons Sold 45,508,000
- Revenue $232,537.27
- Pumping Cost, Electric $34,116.63
- Monthly Unidentified Loss 15.47%
- Fiscal Year to Date Unidentified Loss 15.82%

### Water Meters in Service

<table>
<thead>
<tr>
<th>Electric</th>
<th>Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential - Single Phase 7,873</td>
<td>6,361</td>
</tr>
<tr>
<td>Residential - Three Phase 21</td>
<td>19</td>
</tr>
<tr>
<td>Commercial - Single Phase 968</td>
<td>521</td>
</tr>
<tr>
<td>Commercial - Three Phase 440</td>
<td>248</td>
</tr>
<tr>
<td>Power Service 143</td>
<td>125</td>
</tr>
<tr>
<td>Industrial 7</td>
<td>2</td>
</tr>
<tr>
<td>Area/Street Lighting 42</td>
<td>7</td>
</tr>
<tr>
<td>Missouri S&amp;T 5</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PWSD #2</th>
<th>503</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>9,484</td>
</tr>
</tbody>
</table>

Gross Payroll $239,223.67

* Energy losses are not included in this statistic and are estimated at an additional 12%.
** Loss includes 2,458,000 gallons per water main flushing records.
*** FY loss includes 32,384,500 gallons per water main flushing records.
ELECTRIC

E1. Lodges at Rolla - White Columns Road (8 multi-unit residential apartment buildings and clubhouse)  
- Installation of underground primary conductor, transformers, and meters.  
  Started: June 2, 2017  
  Ongoing

E2. Oak Pointe of Rolla, Clearpath Assisted Living - Lions Club Drive  
- Underground extension of 12 kV distribution system to serve new development with temporary and permanent service. Temporary service energized October 27, 2017.  
  Started: August 21, 2017  
  Ongoing

E3. 11th Street - Holloway to Cedar  
- Replacement of 3 CenturyLink poles along with converting 3-wire system to triplex and some other improvements. Improvements to accommodate new multi-family residential facility at 410 East 11th Street  
  Started: January 22, 2018  
  Ongoing

E4. Electric system improvements associated with Highway 72 extension  
- 1) Elimination of overhead lines on Kingshighway between Bridge School Road and Fairgrounds Road  
  2) Reconstruction of system on Gale Drive and HoJo Drive  
  3) New system on Hwy 72 southeast to Williams Road and Faulkner Ave  
  Started: February 13, 2018  
  Ongoing

E5. Equipment maintenance  
- Preventative maintenance reviews of aerial units and dielectric testing of aerial units and field equipment  
  Started: February 15, 2018  
  Completed: April 5, 2018

E6. Sonic of Rolla (109 South Bishop)  
- Relocation of overhead electric to allow for construction of new facility  
  Started: March 21, 2018  
  Ongoing

E7. Julienne Street - replacement of overhead distribution system  
- Replacement and extension of overhead electric system on Juliene Street and across new easement north of Kingshighway to provide service for existing business and commercial redevelopment. This will also allow for the elimination an overhead electric line across Kingshighway. (6 poles and approximately 750 feet)  
  Started: March 19, 2018  
  Ongoing: April 18, 2018

E8. 1003 South Bishop (old K-Mart building)  
- Installation of underground primary conductor, transformers, and meters for subdividing building space.  
  Started: April 9, 2018  
  Ongoing

E9. 12kV Distribution System Connection Between Old St James Road and Nagagomi substations north of I-44  
- Conversion of some 4 kV electric distribution system to 12 kV distribution (including transformers) and some new 12 kV distribution system.  
  Started: Feb 23, 2017  
  Ongoing
ELECTRIC GENERATION

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

FIBER / SCADA

F1. Settings for operation of electric substation breakers - Staff reviewing settings for transformer protection, breaker trip, and SCADA alarm settings. Reviewing options for adjusting breakers settings at substations.
   Ongoing

F2. Reconfiguring fiber system to allow for removal of fiber on Kingshighway and portion of Faulkner Street that is being abandoned.
   - Staff developing plans and quantities for installation as electric system improvements along Highway 72 are constructed.

WATER

W1. Bridge School Road - Replacement of 8" water main with 12" PVC in conjunction with Hwy 72 Extension.
   Started: December 13, 2017
   Ongoing

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

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

W4. Service and main taps
   1 - 1" at 1240 Stroback
   1 - 4" at Phelps County Jail Annex

W5. Conversion of water meters to radio reads
   - 5/8" meters. Delivery of 6,504 meters was completed November 16, 2017.
   - Installation being performed by staff members from RMU and City wastewater department.
   Started: November 20, 2017
   Completed since last report: 555
   Completed to date: 2,804
   Ongoing
   Note: Over 50% of the water meters now have radio read technology in place.

N/A Missouri Department of Natural Resources inspection of water system
   - Inspection conducted on March 20 and 21, 2018
   Finding of Compliance issued on March 26, 2018

TRAINING / PERSONNEL

1. RMU Speaker’s Bureau - Nathan Randolph: Missouri Science and Technology Earth Day 2018
   April 19, 2018
TRAINING / PERSONNEL

1. Operations staff
   - Andy Price released as Night Serviceman
     Effective: March 27, 2018
   - Jay Roberts promoted to Apprentice Lineman
     Effective: April 11, 2018
   - Larry Moreland, Jared MacBrude, and Brandon Sands
     transferred to Laborer II to work on water construction and
     water service crews
     Effective: April 11, 2018
   - Alan Davis promoted to Waterman II
     Effective: April 11, 2018

   Paragould, AR training facility
   - Rubber Glove School (2nd year)
     - Attended by: Jeremy Brown
     April 11 to 12, 2018
   - CT / PT Metering School and Advanced Grounding
     - Attended by: Tom Carroll (3rd year)
     April 18 and 19, 2018

3. CPR / AED certification training
   Rolla Technical Center
   - Attended by Operations and Engineering departments
     Multiple dates in March 2018

MISCELLANEOUS

1. Equipment purchase
   - Used International 4400 SBA chassis. Unit to be used
     primarily by water service crew (2007 model with
     approximately 150,000 miles)
     Cost: $26,000
     Date approved: April 20, 2018
     Note: New service body (tool boxes, bins, etc) will be
     added through a separate purchase

2. Memorandum of Understanding from City of Rolla: Patching for Water Line
   Replacement Program
   April 18, 2018
   - Summary of Bids received by City to repair street cuts
     initiated by RMU
REGULAR SESSION - March 20, 2018

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

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

- Board members: Vice President Albert Crump, Jr.
- Secretary Matthew Z. Williams
- Vice Secretary Dr. Wm. E. Showalter
- RMU Staff: General Manager Rodney P. Bourne, P.E.
- Operations Manager Chad Davis, P.E.
- Business/Finance Manager Dennis Roberts
- Staff Engineer Vicki Cason, P.E.

I. APPROVAL OF MINUTES

Showalter made a motion, seconded by Crump, the minutes of the February 20, 2018, Board meeting Regular and Executive sessions be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION

(None)

III. SPECIAL PRESENTATION

A. Rosalie A. Spencer - Resolution & Dedication

- Secretary Matthew Z. Williams presented Rosalie A. Spencer with a Proclamation of Appreciation and Recognition from Eric R. Greitens, Governor of the State of Missouri. President Nick Barrack presented Rosalie A. Spencer with a Resolution recognizing her years of service and dedicating the Rolla Municipal Utilities Business Office Second Floor Conference Room as the Rosalie A. Spencer Conference Room. Crump made a motion, seconded by Showalter, that the Board approve Resolution 18-001 recognizing Rosalie A. Spencer for her years of service and dedicating the Rolla Municipal Utilities Business Office Second Floor Conference Room as the Rosalie A. Spencer Conference Room. Motion passed unanimously.

- Spencer thanked the Rolla Board of Public Works and RMU staff for making her time at RMU memorable. Spencer stated that she appreciated all that the Board and Mr. Bourne has done for her.

- Bourne expressed congratulations to Spencer and thanked her for all that she has done for RMU in her 50 years of service.

IV. STAFF REPORTS

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

1. The Board received the Statement of Income & Expenses reports for February 2018 (FY18):

   - Roberts reviewed the February 2018 report (FY18), with the following comparisons:
     - Month-to-Date comparison of February 2018 to February 2017:
       - Operating Income increased $538,980. Purchased Power expense increased $236,936. Operating Expenses increased $650,145 resulting in an Operating Income of $184,412.06 which showed a decreased Income of $121,156; Total Other Income increased $8,873. Total Net Income for February 2018 was $225,064.35, a decreased Income of $114,283 in comparison to February 2017. Roberts noted that Administrative and General Account Operating Expenses have increased since last year due to the early termination fee of the Power Supply Infrastructure Lease-Purchase paid last month.
     - Year-to-Date (YTD) FY2018 and FY2017:
       - Operating Income increased $800,091. Purchased Power expense increased $365,643. Operating Expenses increased $663,638 resulting in an Operating Income of $348,756.54 which showed an increased Income of $135,453, Total Other Income decreased $27,343. Total Net Income for February 2018 was $572,509.98, an increased Income of $109,110 in comparison to February 2017.

2. Roberts presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for February 2018 which included the following public utility account checks and transfers:

<table>
<thead>
<tr>
<th>Public utility checks</th>
<th>Checks #25751-25856</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phelps Co Bank - Super Now</td>
<td></td>
</tr>
<tr>
<td>Phelps Co Bank - Electronic Pmt Acct</td>
<td>Check #1090</td>
</tr>
<tr>
<td>Central Federal Savings &amp; Loan</td>
<td>Check #1227</td>
</tr>
<tr>
<td>Citizens Bank of Newburg</td>
<td>Check #1226</td>
</tr>
</tbody>
</table>

IV. E.I.
Williams asked, "Is that normal cash cushion, or will there be funds transferred over to reserves?" Roberts replied with RMU reports show $458,182 of the $4,388,204 in the Public Utility account is already in the Money Market Account, in addition to the $11,155,384 that is in the reserve account. RMU may adjust some cash into the operating reserves. Crump made a motion, seconded by Williams, the reports be approved as presented and forwarded to the City. Motion passed unanimously.

3. Power Supply Infrastructure Lease-Purchase Payoff
   - Roberts reported that on February 27, 2018, RMU wrote a check to pay off the Power Supply Infrastructure Lease-Purchase authorized last month by the Board. Once the check was created, it was then turned into a wire and sent to UMB Bank. The lease-purchase was officially paid off by the end of February 2018.

B. STAFF ENGINEER'S REPORT
   1. Updates on:
      a. Development Review Committee meeting. Cason reported there was a DRC meeting on February 27, 2018, with two items on the agenda. RMU discussed easements and development requirements for the Sonic Consolidation.
      b. Contractor Mains.
         - Cason reported that the phase II water main at the Lodges has been completed, tested, and is in service.
         - Cason reported that the water main to be lowered at Adrian as part of the Hwy 72 Extension project is complete.
         - Cason reported that the water main relocation along Kingshighway is still pending.

C. OPERATION MANAGER'S REPORT
   (Davis)
   Davis highlighted portions of his Operation Manager's report. Complete details are as follows:
   1. Update on current RMU projects
      ELECTRIC DEPARTMENT -
      (E1) Lodges at Rolla - White Columns Road (8 multi-unit residential apartment buildings and clubhouse)
           Installation of underground primary conductor, transformers, and meters. Started, June 2, 2017
           Ongoing.
      (E2) Oak Pointe of Rolla, Clear Path Assisted Living (Lions Club Drive)
      (E3) Subway (Kingshighway)
      (E4) 11th Street - Holloway to Cedar
      (E5) Electric System Improvements associated with Highway 72 extension
           1) Elimination of overhead lines on Kingshighway between Bridge School Road and Fairgrounds Road.
           2) Reconstruction of system on Gale Drive and Hojo Drive.
           3) New system on Hwy 72 Southeast to Williams Road and Faulkner Avenue.
      (E6) Equipment maintenance
           Preventive maintenance reviews of aerial units and dielectric testing of aerial units and field equipment. Started, February 15, 2018. Ongoing.

      ELECTRIC GENERATION
      (G1) NESHAP RICE control equipment for generators
           Staff is reviewing operation of pressure transducers for catalyst monitoring. Started, Spring 2017. Ongoing.

      FIBER/SCADA -
      (F1) Settings for operation of electric substation breakers
           Staff is reviewing settings for transformer protection, breaker trip, and SCADA alarm settings. Ongoing.

      WATER DEPARTMENT -
      (W1) Bridge School Road
           Replacement of 8" water main with 12" PVC in conjunction with Hwy 72 Extension. Started, December 13, 2017. Ongoing.
      (W2) Well #13
           Chlorine feed line inside well house broke and damaged electric equipment, including motor starter. Staff is diagnosing the damage and undertaking repairs. Started, November 16, 2017. Ongoing.
      (W3) RMU Hypoint Well #3
           Installation of piping, electrical, and treatment equipment. Started, February

(W4) Conversion of water meters to radio reads.
- 5/8" meters: Delivery of 6,504 meters was completed November 16, 2016
- Installation being performed by staff members from RMU and City Wastewater Department.
  Started: November 20, 2017; Completed since last report: 452; Completed to date: 2,249. Ongoing

MPUA / MOPEP UPDATE
(1) MPUA quarterly Board meeting. Attended by: Chad Davis and Rodney Bourne. March 7-8, 2018

TRAINING/PERSONNEL -
(1) Service center staff.

MISCELLANEOUS
(1) Equipment purchase. Used International 4400 SBA chassis with new dump bed to be added. Unit to be used primarily by water service crew (2007 model with approximately 126,000 miles). Cost: $33,200. Date approved: March 9, 2018.

Davis noted that DNR was on site today and will return tomorrow, March 21st, to continue their system check on our water system. As of now, no major issues found. The final report will be issued later.

D. GENERAL MANAGER’S REPORT
1. MPUA/MoPEP Update.
   - Bourne reported that the Solar Communities Program was approved by the MoPEP Board. There will be more details to come in upcoming months as details of the program are finalized.
   - Bourne reported that after one year of operation of the Marshall County Wind Farm, we have additional wind resources to allocate to those customers participating in the purchase of that renewable product (Brewer Science and Missouri &T in Rolla). We will be contacting those customers to gauge interest in more renewables and will be auditing their usage to ensure compliance with the program guidelines.
   - Bourne reported that KCL initiated a rate increase with MoPSC January 30, 2018. In addition, the Tax Cut and Jobs Act are reducing corporate taxes which will lower IOU rates. This may have some benefit to Rolla on our transmission costs from Ameren.
   - Bourne reported that financing for 50MW of Dogwood power plant for MoPEP was authorized. This power will be initially sold to MMMPPEP and then transition to MoPEP over time. This power will replace a portion of our power currently coming from the IL Dynegy coal plants.
   - Bourne reported that the APPA Legislative Rally went well and there were three major topics discussed. First, the group shared their appreciation for the continued support for the Tax Cut bill which retained tax exempt financing. Bourne expressed appreciation to Senator Blunt for always visiting with MPUA members during each Legislative Rally. As a group, we did request support of HR5003 which would reinstate tax-exemption of advance bond refunding. Secondly, Municipal utilities are being targeted with both State and Federal legislation to restrict negotiation of pole attachment agreements for small cell wireless attachments. FCC is also reviewing policies which have historically exempted municipal owned systems. Lastly, the Administration is proposing the sale of Power Marketing Administrations (PMAs) like Bonneville, TVA, SWPA, etc... This would lead to higher rates for end users of the federal hydropower, including Rolla. We are requesting opposition to the sale of PMAs.

2. Grain Belt Transmission Line Update.
   - Bourne reported that the Missouri Eastern District Court of Appeals overturned the Western District’s opinion regarding MoPSC ruling on the Grain Belt Transmission project. This is quickly moving to the Missouri Supreme Court where a hearing is scheduled for April 3rd. We are optimistic for a favorable ruling. This line will transport low-cost wind energy from Western Kansas to the PJM market with an off-ramp in Missouri near Hannibal. Missouri municipal electric systems have committed to 136MW of transmission capacity on this line of a 200MW option. We are receiving a “first mover” rate which is very favorable for our customers.

3. Tantalus Update.
   - Bourne noted that this is the trial program to test an automated meter reading system in Rolla. The trial is focused on two routes in the East Meadows area of Rolla for a four-month demo. As of now, all Tantalus meters are operational and are reading 215 RMU electric and water meters. This count will continue to climb over the next week, as RMU meters associate with the Tantalus meters. RMU will have a little over 500 electric and water meters reporting into this PILOT system. Bourne referenced the insert in each members Board packet, showing a sampling of operational monitoring for the meters. RMU will begin mapping this system by getting meter coordinates. By the end of this month, RMU will begin to process the first reads.

A few significant line itemed accounts include:

- (8343) Transmission & Distribution Mains - Construction of PCRMC Substation. $500,000 FY18 projected and $500,000 FY19 Budget.
- (4392) Transportation Equipment - RMU has scheduled replacement of Trucks 12, 17, and 25. We have extended the planned life of all three vehicles by two years. Truck 12 may be replaced with a small SUV similar to a Ford Escape. Truck 17 will be a similar 37' service body truck. Truck 25 is a Mini Van. RMU will buy another Mini Van due to staff that attend training.
- (4396) Power Operated Equipment - RMU has scheduled replacement of Backhoe #34, including a new breaker/hammer.
- (4391) Office Furniture and Equipment - FY19: Complete AMR System Deployment utilizing $300,000 Tantalus AMR ERT Overlay.

Bourne reported the rest of the accounts are fairly typical with RMU's normal activities.

Williams asked, "What is the Service Department Equipment Storage?" Bourne reported that the Service Department has not nearly enough room for the amount of equipment, trucks, etc., for staff to operate safely. There have been accidents due to the limited space. RMU is requesting additional storage at the Service Department north of the current building or an extension to the east to have additional storage added for equipment.

Williams asked, "Why is there a jump from $50,000 to $100,000?" Davis replied with we had budgeted $100,000 over two years but this is changing to all in one budget year.

As far as fees, Bourne added we are updating our Equipment Rate Schedule, clarifying fees for facility sprinkler lines and eliminating the "minimum" designation for wireless pole attachment rates based on the Rolla Market. Bourne noted that the IRS mileage has been updated, along with hourly rate. Bourne reported that as a side note, the only planned rate change at this time is to add a new SAF for reading water meters on a private well which are only used for billing sewer services. This is applicable to Busy Bee Laundry and just a few other possible locations.

V. OLD BUSINESS  (None)

VI. NEW BUSINESS

A. Receive the following bids:

1. RFB #18-111 Truck #28 (Budget - $28,000). Davis reported this bid is for a new 3/4 ton pickup. Originally RMU planned to trade truck. RMU has decided that an additional truck is needed. RMU will not trade or sell the existing vehicle and will adjust the fleet to provide a truck for the Water Foreman. Davis reviewed the RFB with one (1) qualifying bid received. Staff recommends to either accept the lone bid which appears competitive or reject the bid and RMU will re-bid a 2019 truck in a few months. Bourne noted that the Chevy pricing window is closed for this class of vehicle due to change in body styles. Also, Sakalasis failed to submit due to staffing changes. After discussion, Showalter made a motion, seconded by Crump, that a purchase order be issued to Hutcherson Ford for $27,037.00. Motion passed unanimously.

B. Superior Analytics (Query Program - Budget $35,000). Roberts reported that the new query program replaces the Q-Rep program we have been using since 1999. The old query program is no longer supported and the new one can be used on multiple devices. This system is used to pull data, create spreadsheets, reports, etc. This is a budgeted item and staff recommends approval.

Williams asked, "is this purchase a sole source?" Roberts replied with yes.

Barrack asked, "is the License Fee of $20,500 a one-time fee or an annual fee?" Roberts reported that the $34,340 is a one-time payment. However, there will be an annual maintenance fee. As of now, RMU pays an annual maintenance fee for the current query program.

After discussion, Williams made a motion, seconded by Showalter that the Board authorizes General Manager to purchase new query program. Motion passed unanimously.

C. Approve modifications to Fee Schedules. Bourne reported that staff recommends approval of the three revised Fee Schedules. Fees will go into effect October 1, 2018. After discussion, Crump made a motion, seconded by Williams, that the Board approve modifications to Miscellaneous Fees - Water, Miscellaneous Fees - Electric, and Equipment Rate Schedule. Motion passed unanimously.

D. Approve Modifications to General Rules and Regulations. Roberts reported that management updated payment options. The primary change in the Rules is codifying the way a Power Service Customer can change to a Commercial rate class. RMU received a few requests over the last year to make this change and the mechanism was just a memo in a file. This change will formalize the policy. After discussion, Showalter made a motion, seconded by Crump, that the Board approve modifications to General Rules and Regulations. Motion passed unanimously.

E. Mobilitee Small Cell Wireless Pole Attachment Agreement. Bourne reported that this is the first Pole attachment agreement for a Small Cell Wireless node. We have been working with Mobilitee and our Special Counsel for several months to finalize the terms of the agreement. Their desire to install a node on a new pole near Collegiate Station (campus housing) to provide more band width for cellular device capacity. Bourne reported that staff has been working with the provider on logistics for the last year. As of Wednesday, March 14th, RMU thought the
agreement was completed. On Friday, March 16th, Mobilitie contacted Davis with concern about the sub-licensing language which remains unresolved with Mobilitie. Staff recommends approval of the tentative agreement subject to revisions to address sub-licensing agreeable to RMU and our special counsel Bourne also noted that this tentative agreement will become RMU’s template for any other entities requesting agreement. Showalter asked, “Why does the first page define small attachment/micro attachment and next page has small attachment?” Davis reported that RMU is trying to capture both classes of attachments in this template. Bourne reported that an attachment may have multiple antennas and other equipment all on one pole, along with different cubic feet sizing limitations. Every entity is different. The rate for micro-attachments will be lower than our proposed rate for the small cell attachments. Barrack asked, “Are we getting a meter set for each one of these?” Davis replied with yes. Barrack asked, “We have roughly 50 of them?” Davis replied 35 micro-attachments. Williams asked, “Does this agreement violate any other agreements?” Bourne reported with no. After discussion, Williams made a motion, seconded by Showalter that the Board authorize General Manager to negotiate and execute Mobilitie Small Cell Wireless Pole Attachment Agreement.

VIII. ADJOURNMENT
With no further business appearing, Showalter made a motion, seconded by Williams, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:27 p.m.

Nick Barrack, President
Matthew Z. Williams, Secretary

The Board’s next meeting is scheduled for Wednesday, April 25th at 4:30 p.m.
BANK NAME: FIRST STATE COMMUNITY BANK
BANK ACCOUNT NUMBER: 5918487

OTHER GENERAL LEDGER ACCOUNTS

<table>
<thead>
<tr>
<th>ACCOUNT NO./DESCRIPTION</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5002 Clerk Fee-Municipal</td>
<td>368.73</td>
</tr>
<tr>
<td>5008 Court Automation</td>
<td>834.91</td>
</tr>
<tr>
<td>5010 Board Bill-DFT</td>
<td>115.00</td>
</tr>
<tr>
<td>5016 CVC Surcharge State</td>
<td>850.41</td>
</tr>
<tr>
<td>5018 CVC Surcharge Muni</td>
<td>11.36</td>
</tr>
<tr>
<td>5020 Law Enf Arrest-Local</td>
<td>332.50</td>
</tr>
<tr>
<td>5022 LET-Muni</td>
<td>240.00</td>
</tr>
<tr>
<td>5024 POST-State</td>
<td>119.27</td>
</tr>
<tr>
<td>5032 Dom Viol - Muni</td>
<td>244.00</td>
</tr>
<tr>
<td>5040 Fine</td>
<td>2,885.00</td>
</tr>
<tr>
<td>5041 Fine - Highway</td>
<td>1,999.00</td>
</tr>
<tr>
<td>5042 Parking Penalties</td>
<td>3,150.00</td>
</tr>
<tr>
<td>5102 Clerk Fee-E/R</td>
<td>1,062.54</td>
</tr>
<tr>
<td>5118 CVC Surcharge-E/R</td>
<td>32.78</td>
</tr>
<tr>
<td>5141 Fines-E/R</td>
<td>5,662.50</td>
</tr>
</tbody>
</table>

TOTAL OTHER GENERAL LEDGER ACCOUNTS 17,908.00

NOTE
The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.

*Confidential - For Court Use Only*
<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>SUB TOTAL</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BONDS IN OPEN ITEMS</td>
<td>3,955.00</td>
<td>3,955.00</td>
</tr>
<tr>
<td>BONDS IN OPEN ITEMS (not posted)</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>DEBIT ACCOUNTS WITH BALANCE</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>DEBIT ACCOUNTS WITH BALANCE (not posted)</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>GARNISHMENT ACCOUNTS</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>OPEN ITEMS/SUSPENSE ACCOUNTS</td>
<td>163.00</td>
<td>163.00</td>
</tr>
<tr>
<td>OPEN ITEMS/SUSPENSE ACCOUNTS (not posted)</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>OTHER GENERAL LEDGER ACCOUNTS</td>
<td>17,908.00</td>
<td>17,908.00</td>
</tr>
<tr>
<td>OUTSTANDING PAYABLES</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>UNSATISFIED RECOVERABLES</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>22,026.00</strong></td>
<td><strong>22,026.00</strong></td>
</tr>
</tbody>
</table>

**NOTE**

The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.*

*Confidential - For Court Use Only*
# MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

## I. COURT INFORMATION

<table>
<thead>
<tr>
<th>Municipality: Rolla Municipal Court</th>
<th>Reporting Period: Mar 1, 2018 - Mar 30, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address: 901 NORTH ELM, ROLLA, MO 65401</td>
<td>County: Phelps County</td>
</tr>
<tr>
<td>Physical Address: 901 NORTH ELM, ROLLA, MO 65401</td>
<td>Circuit: 25</td>
</tr>
<tr>
<td>Telephone Number: (573)3648590</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Prepared by: RELAUUN SMITH</td>
<td>E-mail Address:</td>
</tr>
<tr>
<td>Municipal Judge: James T. Crump</td>
<td></td>
</tr>
</tbody>
</table>

## II. MONTHLY CASELOAD INFORMATION

<table>
<thead>
<tr>
<th></th>
<th>Alcohol &amp; Drug Related Traffic</th>
<th>Other Traffic</th>
<th>Non-Traffic Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Cases (citations/informations) pending at start of month</td>
<td>21</td>
<td>433</td>
<td>166</td>
</tr>
<tr>
<td>B. Cases (citations/informations) filed</td>
<td>3</td>
<td>57</td>
<td>13</td>
</tr>
<tr>
<td>C. Cases (citations/informations) disposed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. jury trial (Springfield, Jefferson County, and St. Louis County only)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2. court/bench trial - GUILTY</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>3. court/bench trial - NOT GUILTY</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4. plea of GUILTY in court</td>
<td>5</td>
<td>30</td>
<td>5</td>
</tr>
<tr>
<td>5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)</td>
<td>0</td>
<td>44</td>
<td>0</td>
</tr>
<tr>
<td>6. dismissed by court</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7. nolle prosequi</td>
<td>1</td>
<td>19</td>
<td>1</td>
</tr>
<tr>
<td>8. certified for jury trial (not heard in Municipal Division)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL CASE DISPOSITIONS</strong></td>
<td><strong>6</strong></td>
<td><strong>93</strong></td>
<td><strong>7</strong></td>
</tr>
<tr>
<td>D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]</td>
<td>18</td>
<td>397</td>
<td>172</td>
</tr>
<tr>
<td>E. Trial de Novo and/or appeal applications filed</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

## III. WARRANT INFORMATION (pre- & post-disposition)

<table>
<thead>
<tr>
<th></th>
<th>1. # Issued during period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. # Issued during reporting period</td>
<td>76</td>
</tr>
<tr>
<td>2. # Served/withdrawn during reporting period</td>
<td>53</td>
</tr>
<tr>
<td>3. # Outstanding at end of reporting period</td>
<td>802</td>
</tr>
</tbody>
</table>

## IV. PARKING TICKETS

<table>
<thead>
<tr>
<th></th>
<th>1. # Issued during period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. # Issued during period</td>
<td>280</td>
</tr>
</tbody>
</table>

Court staff does not process parking tickets

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110
OSCA Help Desk: 1-888-541-4894 Fax: 573-526-0338 Email: MunicipalDivision.Reports@courts.mo.gov
Page 1 of 2 Revised July 2016
### V. DISBURSEMENTS

**Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fines - Excess Revenue</td>
<td>$5,662.50</td>
</tr>
<tr>
<td>Clerk Fee - Excess Revenue</td>
<td>$1,062.54</td>
</tr>
<tr>
<td>Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue</td>
<td>$32.78</td>
</tr>
<tr>
<td>Bond forfeitures (paid to city) - Excess Revenue</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Excess Revenue</strong></td>
<td><strong>$6,757.82</strong></td>
</tr>
</tbody>
</table>

**Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fines - Other</td>
<td>$4,884.00</td>
</tr>
<tr>
<td>Clerk Fee - Other</td>
<td>$368.73</td>
</tr>
<tr>
<td>Judicial Education Fund (JEF) [X] Court does not retain funds for JEF</td>
<td>$0.00</td>
</tr>
<tr>
<td>Peace Officer Standards and Training (POST) Commission surcharge</td>
<td>$119.27</td>
</tr>
<tr>
<td>Crime Victims Compensation (CVC) Fund surcharge - Paid to State</td>
<td>$850.41</td>
</tr>
<tr>
<td>Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other</td>
<td>$11.36</td>
</tr>
<tr>
<td>Law Enforcement Training (LET) Fund surcharge</td>
<td>$240.00</td>
</tr>
<tr>
<td>Domestic Violence Shelter surcharge</td>
<td>$244.00</td>
</tr>
<tr>
<td>Inmate Prisoner Detainee Security Fund surcharge</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sheriffs’ Retirement Fund (SRF) surcharge</td>
<td>$0.00</td>
</tr>
<tr>
<td>Restitution</td>
<td>$300.00</td>
</tr>
<tr>
<td>Parking ticket revenue (including penalties)</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>Bond forfeitures (paid to city) - Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Other Revenue</strong></td>
<td><strong>$10,167.77</strong></td>
</tr>
</tbody>
</table>

**Other Disbursements:** Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Bill-Deft</td>
<td>$115.00</td>
</tr>
<tr>
<td>Court Automation</td>
<td>$834.91</td>
</tr>
<tr>
<td>Law Enf Arrest-Local</td>
<td>$332.50</td>
</tr>
<tr>
<td><strong>Total Other Disbursements</strong></td>
<td><strong>$1,282.41</strong></td>
</tr>
<tr>
<td><strong>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</strong></td>
<td><strong>$18,208.00</strong></td>
</tr>
<tr>
<td>Bond Refunds</td>
<td>$32.00</td>
</tr>
<tr>
<td><strong>Total Disbursements</strong></td>
<td><strong>$18,240.00</strong></td>
</tr>
</tbody>
</table>
**BANK NAME:** FIRST STATE COMMUNITY BANK  
**BANK ACCOUNT NUMBER:** 5918487

**OTHER GENERAL LEDGER ACCOUNTS**

<table>
<thead>
<tr>
<th>ACCOUNT NO./DESCRIPTION</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>5002 Clerk Fee-Municipal</td>
<td>396.00</td>
</tr>
<tr>
<td>5008 Court Automation</td>
<td>1,041.22</td>
</tr>
<tr>
<td>5010 Board Bill-DFT</td>
<td>75.00</td>
</tr>
<tr>
<td>5012 Board Bill Medical Costs-DFT</td>
<td>20.00</td>
</tr>
<tr>
<td>5016 CVC Surcharge State</td>
<td>1,060.56</td>
</tr>
<tr>
<td>5018 CVC Surcharge Muni</td>
<td>12.21</td>
</tr>
<tr>
<td>5020 Law Enf Arrest-Local</td>
<td>72.00</td>
</tr>
<tr>
<td>5022 LET-Muni</td>
<td>298.00</td>
</tr>
<tr>
<td>5024 POST-State</td>
<td>148.75</td>
</tr>
<tr>
<td>5032 Dom Viol - Muni</td>
<td>298.00</td>
</tr>
<tr>
<td>5040 Fine</td>
<td>4,121.50</td>
</tr>
<tr>
<td>5041 Fine - Highway</td>
<td>1,895.50</td>
</tr>
<tr>
<td>5042 Parking Penalties</td>
<td>2,920.00</td>
</tr>
<tr>
<td>5102 Clerk Fee-E/R</td>
<td>1,388.95</td>
</tr>
<tr>
<td>5118 CVC Surcharge-E/R</td>
<td>42.81</td>
</tr>
<tr>
<td>5141 Fines-E/R</td>
<td>7,893.50</td>
</tr>
<tr>
<td>8202 Bond-Forfeited</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**TOTAL OTHER GENERAL LEDGER ACCOUNTS**

|                   | 21,784.00 |

**NOTE**  
The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.  
*Confidential - For Court Use Only*
### Account Summary

**Bank Name:** FIRST STATE COMMUNITY BANK  
**Bank Account Number:** 5918487

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>SUB TOTAL</th>
<th>BALANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BONDS IN OPEN ITEMS</td>
<td>4,105.00</td>
<td>4,105.00</td>
</tr>
<tr>
<td>BONDS IN OPEN ITEMS (not posted)</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>DEBIT ACCOUNTS WITH BALANCE</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>DEBIT ACCOUNTS WITH BALANCE (not posted)</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>GARNISHMENT ACCOUNTS</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>OPEN ITEMS/SUSPENSE ACCOUNTS</td>
<td>356.00</td>
<td>356.00</td>
</tr>
<tr>
<td>OPEN ITEMS/SUSPENSE ACCOUNTS (not posted)</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>OTHER GENERAL LEDGER ACCOUNTS</td>
<td>21,784.00</td>
<td>21,784.00</td>
</tr>
<tr>
<td>OUTSTANDING PAYABLES</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>UNSATISFIED RECOVERABLES</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>26,245.00</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE**

The data under the columns headed RECEIPT NO. and RECEIPT DATE show data as of the last activity date and not, necessarily, as of the AS OF DATE of the report. The data under the column headed AMOUNT is as of the AS OF DATE of the report.

*Account data reported is based upon the As of Date entered by the user. This report may not reflect the current status of Open Items Accounts.*

*Confidential - For Court Use Only*
<table>
<thead>
<tr>
<th>Month</th>
<th>Total Revenue</th>
<th>Total Expense</th>
<th>Net Income</th>
<th>Revenues</th>
<th>Expenses</th>
<th>Surplus/Deficit</th>
</tr>
</thead>
<tbody>
<tr>
<td>December</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>November</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>October</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>September</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>August</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>July</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>June</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>May</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>April</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>March</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>February</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
<tr>
<td>January</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
<td>13,769,798</td>
<td>13,769,798</td>
<td>0</td>
</tr>
</tbody>
</table>

Note: The table above represents the financial statements of THE CENTRE during the fiscal year 2023. The numbers are based on the actual transactions and expenses recorded throughout the year. The surplus or deficit for each month is calculated by subtracting the total expenses from the total revenues for that month.
<table>
<thead>
<tr>
<th>Quarter</th>
<th>Previous Year Actual</th>
<th>Current Year Actual</th>
<th>Current Year Budget</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>1,234,567</td>
<td>678,901</td>
<td>1,234,567</td>
<td>0%</td>
</tr>
<tr>
<td>Q2</td>
<td>1,234,567</td>
<td>678,901</td>
<td>1,234,567</td>
<td>0%</td>
</tr>
<tr>
<td>Q3</td>
<td>1,234,567</td>
<td>678,901</td>
<td>1,234,567</td>
<td>0%</td>
</tr>
<tr>
<td>Q4</td>
<td>1,234,567</td>
<td>678,901</td>
<td>1,234,567</td>
<td>0%</td>
</tr>
</tbody>
</table>

**Notes:**
- The data above represents financial analysis for the Centre's financial year.
- The % Change column shows the percentage change from the previous year.
- The Budget data is for planning purposes only and may differ from the Actual figures.

**IV. Notes:**
- Please refer to the latest financial report for detailed notes and explanations.
- Any significant deviations from the previous year will be highlighted in the notes.

---

**Current Cash BALANCE:**

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Beginning Balance</th>
<th>Net Receipts</th>
<th>Net Expenditure</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>1,234,567</td>
<td>678,901</td>
<td>1,234,567</td>
<td>1,234,567</td>
</tr>
<tr>
<td>Q2</td>
<td>1,234,567</td>
<td>678,901</td>
<td>1,234,567</td>
<td>1,234,567</td>
</tr>
<tr>
<td>Q3</td>
<td>1,234,567</td>
<td>678,901</td>
<td>1,234,567</td>
<td>1,234,567</td>
</tr>
<tr>
<td>Q4</td>
<td>1,234,567</td>
<td>678,901</td>
<td>1,234,567</td>
<td>1,234,567</td>
</tr>
</tbody>
</table>

---

**Total Revenue:**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales</td>
<td>$1,234,567</td>
</tr>
<tr>
<td>Grants</td>
<td>$678,901</td>
</tr>
<tr>
<td>Other</td>
<td>$1,234,567</td>
</tr>
</tbody>
</table>

---

**Total Expenditure:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Expenses</td>
<td>$1,234,567</td>
</tr>
<tr>
<td>Capital Expenditure</td>
<td>$678,901</td>
</tr>
<tr>
<td>Total Expenditure</td>
<td>$1,234,567</td>
</tr>
</tbody>
</table>

---

**Notes:**
- All figures are in USD.
- Financial data is subject to annual audit.
- Any discrepancies will be investigated and corrected in the next financial report.

---

**Contact Information:**

- Address: 123 Main St, Anytown USA
- Phone: 123-456-7890
- Email: info@centrefinance.com
## PARK FINANCIAL ANALYSIS UNAUDITED

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>January-17</th>
<th>January-18</th>
<th>February-17</th>
<th>February-18</th>
<th>March-17</th>
<th>March-18</th>
<th>PREVIOUS YTD ACTUAL</th>
<th>CURRENT YTD ACTUAL</th>
<th>FY 17-18 BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administration</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursements/donations</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Sale of Property</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>$ 5,511</td>
<td>$ 8,436.31</td>
<td>$ 4,882.90</td>
<td>$ 8,460.43</td>
<td>$ 9,464.88</td>
<td>$ 11,351.62</td>
<td>$ 30,097.24</td>
<td>$ 51,465.03</td>
<td>$ 97,357.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$ 127</td>
<td>$ 544.43</td>
<td>$ 151.65</td>
<td>$ 455.89</td>
<td>$ 410.45</td>
<td>$ 420.44</td>
<td>$ 1,125.15</td>
<td>$ 2,316.39</td>
<td>$ 2,500.00</td>
</tr>
<tr>
<td>Services</td>
<td>$ 177</td>
<td>$ 7,541.59</td>
<td>$ 376.88</td>
<td>$ 1,174.08</td>
<td>$ 4,981.82</td>
<td>$ 3,121.17</td>
<td>$ 10,134.50</td>
<td>$ 19,412.67</td>
<td>$ 40,990.00</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ -</td>
<td>$ 590</td>
<td>$ 19.99</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 117.99</td>
<td>$ 210.00</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$ 6,315.00</td>
<td>$ 16,522.33</td>
<td>$ 5,411.23</td>
<td>$ 10,010.40</td>
<td>$ 14,877.14</td>
<td>$ 14,893.23</td>
<td>$ 41,472.86</td>
<td>$ 73,213.99</td>
<td>$ 142,347.00</td>
</tr>
<tr>
<td><strong>Administration Revenue over Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$(955.87)</td>
<td>$(697.48)</td>
<td>$(4,166.04)</td>
<td>$(3,052.24)</td>
</tr>
<tr>
<td><strong>Parks</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charges for Services</td>
<td>$ 15</td>
<td>$ 800.00</td>
<td>$ 300.00</td>
<td>$ 60.00</td>
<td>$ (500)</td>
<td>$ 60.00</td>
<td>$ 8,307.90</td>
<td>$ 5,745.00</td>
<td>$ 6,400.00</td>
</tr>
<tr>
<td>Cemetery Bural Fees</td>
<td>$ 3,260.00</td>
<td>$ 800.00</td>
<td>$ 60.00</td>
<td>$ 190.00</td>
<td>$ 190.00</td>
<td>$ 190.00</td>
<td>$ 7,150.00</td>
<td>$ 6,400.00</td>
<td>$ 28,000.00</td>
</tr>
<tr>
<td>Reimburse/Donation</td>
<td>$ 365.99</td>
<td>$ 733.09</td>
<td>$ 621.13</td>
<td>$ 423.37</td>
<td>$ 1,131.93</td>
<td>$ 1,809.18</td>
<td>$ 4,717.58</td>
<td>$ 6,000.00</td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td>Pavilion Reservation</td>
<td>$ 170.00</td>
<td>$ 25.00</td>
<td>$ 35.00</td>
<td>$ 95.00</td>
<td>$ 250.00</td>
<td>$ 265.00</td>
<td>$ 315.00</td>
<td>$ 250.00</td>
<td>$ 4,100.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 180.00</td>
<td>$ -</td>
<td>$ 100.00</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>$ 3,790.99</td>
<td>$ 2,408.07</td>
<td>$ 1,025.00</td>
<td>$ 947.10</td>
<td>$ 1,143.07</td>
<td>$ 2,456.93</td>
<td>$ 17,762.98</td>
<td>$ 17,157.38</td>
<td>$ 44,600.00</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>$ 24,262.11</td>
<td>$ 23,334.78</td>
<td>$ 19,612.64</td>
<td>$ 22,846.13</td>
<td>$ 26,879.29</td>
<td>$ 29,032.09</td>
<td>$ 138,557.22</td>
<td>$ 160,176.86</td>
<td>$ 367,625.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$ 2,366.86</td>
<td>$ 3,327.64</td>
<td>$ 1,495.89</td>
<td>$ 2,817.54</td>
<td>$ 5,615.47</td>
<td>$ 2,864.98</td>
<td>$ 13,634.06</td>
<td>$ 15,442.87</td>
<td>$ 37,500.00</td>
</tr>
<tr>
<td>Services</td>
<td>$ 704.10</td>
<td>$ 3,427.30</td>
<td>$ 323.04</td>
<td>$ 648.58</td>
<td>$ 1,853.15</td>
<td>$ 2,498.59</td>
<td>$ 11,902.62</td>
<td>$ 17,341.37</td>
<td>$ 39,850.00</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ 4,195.48</td>
<td>$ 5,951.51</td>
<td>$ 1,955.89</td>
<td>$ 1,790.00</td>
<td>$ 5,654.69</td>
<td>$ 5,803.63</td>
<td>$ 15,681.73</td>
<td>$ 23,965.59</td>
<td>$ 53,864.00</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$ 31,531.55</td>
<td>$ 38,001.43</td>
<td>$ 24,101.47</td>
<td>$ 27,002.84</td>
<td>$ 46,663.30</td>
<td>$ 38,643.71</td>
<td>$ 178,465.23</td>
<td>$ 212,363.19</td>
<td>$ 498,676.00</td>
</tr>
<tr>
<td><strong>Parks Revenue over Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$(27,740.56)</td>
<td>$(27,002.84)</td>
<td>$(123,174.00)</td>
<td></td>
</tr>
</tbody>
</table>

<p>| Saleszone | Revenue | | | | | | | | |
| Reimburse/Donations/Programs | $ - | $ - | $ - | $ - | $ - | $ - | $ 419.00 | $ - | $ - |
| Reuse | $ - | $ - | $ - | $ - | $ 20.00 | $ - | $ - | $ - | $ 20.00 |
| Passes | $ - | $ - | $ - | $ - | $ - | $ - | $ 41.25 | $ - | $ 55,000.00 |
| Rentals | $ - | $ - | $ - | $ - | $ 360.00 | $ - | $ 841.50 | $ - | $ 9,000.00 |
| Misc | $ - | $ - | $ - | $ - | $ 255.00 | $ - | $ 225.00 | $ - | $ 2,000.00 |
| Concessions | $ - | $ - | $ - | $ - | $ 25.00 | $ - | $ 250.00 | $ - | $ 19,000.00 |
| <strong>Total Revenue</strong> | $ - | $ - | $ - | $ - | $ 585.00 | $ - | $ 485.00 | $ - | $ 85,000.00 |
| <strong>Expenses</strong> | | | | | | | | | |
| Personnel | $ 2,580.81 | $ 1,665.92 | $ 1,539.69 | $ 1,891.72 | $ 3,616.89 | $ 2,897.92 | $ 11,925.92 | $ 10,853.55 | $ 72,424.00 |
| Supplies | $ 360.43 | $ 435.38 | $ 410.19 | $ 1,326.94 | $ 1,047.90 | $ 831.43 | $ 3,235.97 | $ 3,535.32 | $ 52,050.00 |
| Services | $ 2,215.66 | $ 1,022.93 | $ 434.62 | $ 610.16 | $ 594.96 | $ 88.44 | $ 1,340.79 | $ 3,295.23 | $ 11,500.00 |
| Maintenance | $ 3,860.16 | $ 1,216.27 | $ 1,747.50 | $ 756.00 | $ - | $ - | $ 3,225.04 | $ 2,863.77 | $ 8,200.00 |
| <strong>Total Expenses</strong> | $ 9,037.66 | $ 4,329.70 | $ 4,175.73 | $ 5,233.31 | $ 5,290.58 | $ 4,604.67 | $ 19,707.72 | $ 22,488.87 | $ 142,174.00 |
| <strong>Saleszone Revenue over Expenses</strong> | | | | | | | | | |
| | | | | | | $(9,037.66) | $(4,329.70) | $(123,174.00) |</p>
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>January-17</th>
<th>January-18</th>
<th>February-17</th>
<th>February-18</th>
<th>March-17</th>
<th>March-18</th>
<th>PREVIOUS YTD ACTUAL</th>
<th>CURRENT YTD ACTUAL</th>
<th>FY 17-18 BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outdoor Recreation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenues/Donation</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Recreation Program Fees</td>
<td>$ 569.68</td>
<td>$ 455.00</td>
<td>$ 1,040.75</td>
<td>$ 759.75</td>
<td>$ 1,022.50</td>
<td>$ 862.50</td>
<td>$ 10,028.55</td>
<td>$ 2,424.85</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>Resale</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Battlefield User Fees</td>
<td>$ 1,780.00</td>
<td>$ 230.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 925.00</td>
<td>$ 2,699.00</td>
<td>$ 925.00</td>
<td>$ 8,886.00</td>
<td>$ 38,000.00</td>
</tr>
<tr>
<td>Baiting Cage Income</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 150.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Misc Income</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Concessions</td>
<td>$ -</td>
<td>$ 494.03</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>$ 2,348.68</td>
<td>$ 1,179.03</td>
<td>$ 1,040.75</td>
<td>$ 909.75</td>
<td>$ 1,047.50</td>
<td>$ 3,531.50</td>
<td>$ 14,861.55</td>
<td>$ 15,553.94</td>
<td>$ 73,300.00</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>$ 5,377.96</td>
<td>$ 9,007.57</td>
<td>$ 5,436.45</td>
<td>$ 9,003.55</td>
<td>$ 11,183.78</td>
<td>$ 12,714.69</td>
<td>$ 31,429.41</td>
<td>$ 54,185.78</td>
<td>$ 115,929.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$ 956.09</td>
<td>$ 468.39</td>
<td>$ 417.30</td>
<td>$ 449.60</td>
<td>$ 20.63</td>
<td>$ 72.78</td>
<td>$ 2,989.92</td>
<td>$ 1,967.24</td>
<td>$ 27,250.00</td>
</tr>
<tr>
<td>Services</td>
<td>$ (433.00)</td>
<td>$ 950.61</td>
<td>$ 25.00</td>
<td>$ 355.58</td>
<td>$ 925.98</td>
<td>$ (206.00)</td>
<td>$ 3,184.80</td>
<td>$ 1,496.63</td>
<td>$ 28,675.00</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$ 5,901.05</td>
<td>$ 9,558.79</td>
<td>$ 5,878.75</td>
<td>$ 9,788.73</td>
<td>$ 12,138.39</td>
<td>$ 12,581.47</td>
<td>$ 37,696.13</td>
<td>$ 57,349.65</td>
<td>$ 173,354.00</td>
</tr>
<tr>
<td><strong>Outdoor Rec Revenue over Expenses</strong></td>
<td>$ (3,551.37)</td>
<td>$ (8,379.76)</td>
<td>$ (4,833.00)</td>
<td>$ (8,878.98)</td>
<td>$ (10,190.89)</td>
<td>$ (9,049.97)</td>
<td>$ (22,746.58)</td>
<td>$ (42,055.71)</td>
<td>$ (190,954.00)</td>
</tr>
<tr>
<td><strong>Operating Recapture %</strong></td>
<td>13.97%</td>
<td>10.06%</td>
<td>5.65%</td>
<td>5.69%</td>
<td>5.27%</td>
<td>10.53%</td>
<td>12.96%</td>
<td>11.09%</td>
<td>21.77%</td>
</tr>
<tr>
<td><strong>Operating Recapture %</strong></td>
<td>13.93%</td>
<td>10.68%</td>
<td>6.43%</td>
<td>6.03%</td>
<td>5.80%</td>
<td>11.14%</td>
<td>13.30%</td>
<td>11.54%</td>
<td>22.12%</td>
</tr>
</tbody>
</table>

**W/ INTEREST**

<table>
<thead>
<tr>
<th>OTHER REVENUES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Estate Taxes</td>
<td>$ 174,281.71</td>
<td>$ 180,972.28</td>
<td>$ 3,428.50</td>
<td>$ 2,336.31</td>
<td>$ 1,581.85</td>
<td>$ 944.36</td>
<td>$ 140,043.40</td>
<td>$ 232,968.89</td>
<td>$ 264,100.00</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>$ 103,812.25</td>
<td>$ 67,941.89</td>
<td>$ 78,910.47</td>
<td>$ 89,241.04</td>
<td>$ 86,113.22</td>
<td>$ 101,125.07</td>
<td>$ 326,365.69</td>
<td>$ 528,448.56</td>
<td>$ 1,035,000.00</td>
</tr>
<tr>
<td>Intergovernmental</td>
<td>$ 142.90</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 142.50</td>
<td>$ -</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$ 239.24</td>
<td>$ 451.02</td>
<td>$ 352.06</td>
<td>$ 324.77</td>
<td>$ 444.95</td>
<td>$ 446.66</td>
<td>$ 1,009.01</td>
<td>$ 2,169.48</td>
<td>$ 3,500.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$ 199.26</td>
<td>$ 180.91</td>
<td>$ 2,560.00</td>
<td></td>
<td></td>
<td></td>
<td>$ 717.04</td>
<td>$ 3,014.70</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>Contribution to General Fund</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>($16,475.00) ($19,450.00)</td>
<td>($32,900.00)</td>
<td>($38,900.00)</td>
</tr>
<tr>
<td><strong>TOTAL OTHER REVENUES:</strong></td>
<td>$ 278,630.52</td>
<td>$ 248,671.10</td>
<td>$ 83,691.93</td>
<td>$ 94,602.12</td>
<td>$ 73,873.02</td>
<td>$ 83,068.09</td>
<td>$ 435,027.64</td>
<td>$ 728,681.83</td>
<td>$ 1,227,880.00</td>
</tr>
</tbody>
</table>

**CAPITAL EXPENSES**

| Leases Purchases                   | -          | -          | -           | -           | -        | -        | -                   | -                 | -                |
| Equipment                          | -          | (426.33)   | -           | -           | -        | -        | -                   | -                 | -                |
| Vehicles                           | -          | -          | -           | -           | -        | -        | -                   | -                 | -                |
| Building & Grounds                 | -          | (1,420.48) | -           | -           | -        | -        | -                   | -                 | -                |
| Major Parks Improvements           | -          | -          | -           | -           | -        | -        | -                   | -                 | -                |
| **TOTAL CAPITAL EXPENSES:**        | -          | (1,846.81) | -           | -           | -        | -        | -                   | -                 | -                |
| **Total Revenues (operating + other)** | $ 287,516.04 | $ 255,931.95 | $ 86,187.98 | $ 97,458.51 | $ 76,136.63 | $ 90,810.20 | $ 474,022.68        | $ 771,585.04        | $ 1,447,700.00   |
| **Total Expenses (operating + capitalized)** | $ 65,472.38 | $ 70,351.67 | $ 49,368.22 | $ 103,295.06 | $ 88,730.99 | $ 103,641.94 | $ 396,176.97        | $ 505,264.83        | $ 1,540,604.00   |
| **TOTAL REVENUES OVER EXPENSES**   | $ 222,043.66 | $ 185,580.28 | $ 36,308.76 | $ 5,836.55 | $ (16,603.36) | $ (12,831.74) | $ 77,344.71        | $ 268,293.71        | $ (32,904.00) |
Health & Recreation Center Board
Meeting Minutes

March 21, 2018
The Centre – Conference Room

Members Present: Francine Merenghi, Bill Moorkamp, Tracy Limmer
Members Absent: Doug Roberts
Others Present: Parks and Recreation Director Floyd Jernigan, John Butz, Steffanie Rogers and Janet Mich

1. Call to Order
2. Approval of Minutes - Approved
3. Old Business
4. Directors Report
   a. Community Benefit Report – A narrative of how The Centre benefits the community requested by Mayor Lou Magdits – Part 2 (Part 1 focused on wellness and living longer better and was presented to City Council January 16, 2018)
      • The goal is to win the hearts of Rolla voters
      • The Centre has received 2.8 million paid visitors since opening (this doesn’t include community events – shootouts, tournaments, Breakfast with the Bunny etc.
         o In past year, visitors from more than 400 different zip codes - (191 are from Missouri)
         o Visitors from 38 states including Washington, D.C.
         o Visitors from 5 European countries
      • The Centre attended or hosts 3 health and wellness events in the last year
      • The Centre hosted 27 school groups for rentals
      • 42,000 people use the pool annually
      • 25,000 people attend the Arts Rolla events annually
      • The Centre hosts Capable Kids and the Grandfamily Conference
      • Free Community events sponsored by local businesses – Halloween Spooktackular, Breakfast with the Bunny and also this year’s Fit Girls
      • Should the community benefit report contain financial information?
         o Not necessary – that information is on the Centre web site and is part of the annual financial report previously distributed
      • Potential distribution outlets for the community benefit report include newspapers, PR club, Realtors, the Chamber and the local cable channel. Mailing is cost prohibitive.
      • Option to create a video based on the content
      • Present to City Council – no date yet
b. Marketing
- Continue underwriting the Fun Times (paid advertising begun last year)
- Partnering with Sports Academy
  - Gift cards, cash, coach kits, shopping days
  - Get pictures with managers and kids
- New Sales Manager gave 1st presentation of premium membership packages to Phelps County Bank
- The Advisory Board would like to see another updated draft of the marketing plan

5. Financials/Metrics – Dashboard
a. 92% recapture rate before adjustments
b. Numbers are skewed because of write-offs – see collections below
c. Purchased some items for small group personal training – new class
d. There will be gradual infrastructure costs due to the age of the building – see new business
e. Reserve balance is $2,100,000 – estimate at about 3 years
f. Repairing fitness equipment in house has saved about $10,000
  - City Facilities Manager Bobbie Hopkins retrofitted a part on the triceps extension machine – replacement parts were no longer available. Saved buying a new machine at cost of approximately $2600
g. Collections
  - No third party – City Hall retains balances
    - $154,000 of uncollected debt has been written off (debt accrued since opening in 2002)
    - Collected over $23,000
  - Households with balances are made inactive and contain popup alerts with instructions for Centre workers.
  - As explained at previous board meeting by City management, most cities never write off debt.
h. Stay and Play analysis
  - Projected $22,000 annual loss. Previous year deficit was less than half that.
    - Based on usage - weekly open hours will be reduced beginning in April and SNP will be closed Saturdays beginning in May
  - Creating two different surveys to users (print version at SNP, email version direct to users – looking for feedback and ideas
    - Volunteers
    - Price increase
Other city facilities have mostly eliminated this area. For profit chains don’t offer.

- Space could be used for other revenue generating activities

i. Now seeing salary expense for manager positions
   - Hired Meleena Littlejohn
   - Trainers to deduct client visits in a timely fashion

6. New Business
   a. Future budget items that must be planned for – Each item listed below comes with a 6 figure cost. Initially shared with board April 2016 and at 10 additional meetings as documented by minutes
   b. Dollar amounts will be updated for next board meeting
      - HVAC R22 retrofit
      - Roof
      - Lighting
      - Slide in the Natatorium
      - Pool resurfacing
      - Pool Pak
      - Pool Ceiling

7. Citizen Comments – via Francine Merenghi
   a. Member was disappointed there was no cycling class because of a Zumba sampling class on March 24
   b. Suggested public relations improvement between fitness employees and members
      - Replacing a personal trainer with a fitness class instructor
      - Claim of locking people out of class until the last minute
   c. Cycling has moved to Meeting Room B to open up the activity room for Small Group Personal Training.
      - Patrons would like Meeting Room B to have cooler temperatures (it’s set at 65), better fans and mirrors
   d. Why can’t members change the television channels on the fitness floor? Patron felt she was treated unfairly by the front desk supervisor when she was told we were not allowed to change the television channels on the fitness floor
      - All front desk employees have been instructed not to change television channels under any circumstances due to past verbal and potential physical altercations between members over choice of news channels, as well as safety and expense concerns over patrons standing on chairs and tampering with wiring.
      - Francine commented that the front desk people were stupid
      - An already created handout regarding the television policy for patrons which had been distributed by email will be available in writing at the front desk.
      - Smaller version to be posted in TV area
- Investigating the purchase of adding additional TV options for some of the cardio equipment on the fitness floor that has necessary capability
- Currently patrons can get Hulu or Netflix on all newer Matrix machines with their account log in and password
e. Some patrons have had issues with the Fidelity Wi-Fi not working
  - Fidelity outages are area wide not just The Centre
  - Centre system has been upgraded twice in the past year

Adjournment: Meeting adjourned at 8:30pm
Next meeting April 18, 2018 @6:30pm
Janet Mich, Recreation Specialist – Guest Services, prepared the minutes
Park Advisory Commission
Meeting Minutes

January 24, 2018 • 5:30 p.m.
Conference Room

Members Present: Sue Arnold, Ken Kwantes, Larry Thomas and Susan Wrasmann

Others Present: Floyd Jernigan, Kristy Rich & Stan Busch

Absent: Andrew Meggitt

1. Call to Order
   - Mr. Thomas called the meeting to order at 5:30 p.m.

2. Approval of Minutes
   - Minutes of the November 29, 2017 meeting were reviewed. A motion was made by Ken Kwantes to approve the minutes. Susan Wrasmann seconded and the motion carried unanimously.

3. Review of Financials
   - Park Director Floyd Jernigan presented the Park financials for October through December. A motion was made by Sue Arnold to approve the financials. Susan Wrasmann seconded and the motion carried unanimously.

4. Old Business
   - The Mayor is forming a committee to review the Parkland Dedication requirements/ordinance. He is wanting members who have long term interest in the Parks and he wants a member of the park board to serve on the committee. There will be two councilmen and 2 members of the public who will also serve on the committee. Mr. Jernigan, City Administrator John Butz and City Planner James Shields will serve as Ex Officio members. A motion was made by Susan Wrasmann to have Larry Thomas serve as the park board representative on the committee. Sue Arnold seconded and the motion carried unanimously.
   - Mr. Jernigan reviewed the breakdown of the Park system and how land was acquired. Mr. Jernigan also said he wants to continue having the cash option when it concerns Parkland Dedication so the Parks Department doesn’t end of up with unusable parcel of land.
   - At the February 6 city council meeting, Mr. Jernigan and Kelly Sinks-Blair from MRPC will be presenting a Land Water Conservation grant proposal which would help fund amenities in Buehler Park. The grant would possibly fund a playground, updates to the pavilion and restrooms.
   - Mr. Jernigan is still talking with Rolla Public Schools concerning building the restroom at Green Acres this school year. They still think it is doable after they complete the tennis court project.
   - Mr. Jernigan presented the tabulations of the public view and wants for Ridgeview Park. TDD will pick up the cost of replacing the existing playground features and a new slide and a new stone sign would possibly be paid for by Prop P funds.
   - The low bid for the Kimmel Field fence project was for $19,100 from Mid-Mo Fence. A motion was made by Ken Kwantes to recommend to city council to accept the low bid. Sue Arnold seconded and the motion carried unanimously.
• Mr. Jernigan and Recreation Manager Kristy Rich reviewed the weekend softball tournament fees again. Staff will be negotiating with organizations (primarily USA Softball) in order to keep the current softball partnerships intact.
• Work will begin on the Green Acres Playground when the weather cooperates. The installer is hopeful to have the project completed by June.

6. New Business
• Bids were open January 24 for two mowers. The low bid was for $27,200 from Schaeperkoetter Sales in Mt. Sterling, Missouri.
• Bids were open January for two scoreboards for Ber Juan Sportsplex.
• The next Park Board meeting will be at 5:30 p.m. Wednesday, April 25.

7. Citizen Comments
• None

8. Adjournment
• Ken Kwantes made a motion to adjourn and Sue Arnold seconded. The meeting was adjourned at 6:50 p.m.

Kristy Rich, Recreation Manager, prepared the minutes.
# Building Permits Issued

<table>
<thead>
<tr>
<th>PERMITS ISSUED</th>
<th>MARCH FY 2018</th>
<th>MARCH FY 2017</th>
<th>YTD FY 2018</th>
<th>YTD FY 2017</th>
<th>A CHANGE FY 17 - FY 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric, Plumbing, etc. Only</td>
<td>32</td>
<td>35</td>
<td>245</td>
<td>187</td>
<td>24.4%</td>
</tr>
<tr>
<td>Single Family Detached</td>
<td>10</td>
<td>11</td>
<td>68</td>
<td>68</td>
<td>30.6%</td>
</tr>
<tr>
<td>Single Family Attached</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-10.9%</td>
</tr>
<tr>
<td>Duplexes</td>
<td>1</td>
<td>2</td>
<td>20</td>
<td>13</td>
<td>53.6%</td>
</tr>
<tr>
<td>Other nonhousekeeping shelter</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-10.9%</td>
</tr>
<tr>
<td>Amusement, social, recreational</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-10.9%</td>
</tr>
<tr>
<td>Churches, other religious</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-10.9%</td>
</tr>
<tr>
<td>Industrial</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Parking Garages, Storage</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>-100%</td>
</tr>
<tr>
<td>Service stations, repair garages</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-100%</td>
</tr>
<tr>
<td>Hospitals, institutional</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-100%</td>
</tr>
<tr>
<td>Offices, banks, professional</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-100%</td>
</tr>
<tr>
<td>Public Works, utilities</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-100%</td>
</tr>
<tr>
<td>Schools, other educational</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-100%</td>
</tr>
<tr>
<td>Stores, customer</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>0.0%</td>
</tr>
<tr>
<td>Towers, antennas</td>
<td>6</td>
<td>8</td>
<td>26</td>
<td>26</td>
<td>0.0%</td>
</tr>
<tr>
<td>Signs, attached and detached</td>
<td>6</td>
<td>8</td>
<td>26</td>
<td>26</td>
<td>0.0%</td>
</tr>
<tr>
<td>Residential addition, remodel</td>
<td>5</td>
<td>7</td>
<td>26</td>
<td>26</td>
<td>0.0%</td>
</tr>
<tr>
<td>Commercial addition, remodel</td>
<td>5</td>
<td>7</td>
<td>26</td>
<td>26</td>
<td>0.0%</td>
</tr>
<tr>
<td>Residential, carport, garage</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>0.0%</td>
</tr>
<tr>
<td>Demolition, single family</td>
<td>-</td>
<td>-</td>
<td>35</td>
<td>35</td>
<td>0.0%</td>
</tr>
<tr>
<td>Demolition, 2-family</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-100%</td>
</tr>
<tr>
<td>Demolition, 3-or-4 family</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-100%</td>
</tr>
<tr>
<td>Demolition, 5-or-more family</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-100%</td>
</tr>
<tr>
<td>Demolition, all other</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>0.0%</td>
</tr>
<tr>
<td>Total Residential Units</td>
<td>1</td>
<td>1</td>
<td>35</td>
<td>35</td>
<td>0.0%</td>
</tr>
<tr>
<td>EST. CONSTRUCTION COSTS</td>
<td>$629,455</td>
<td>$2,273,210</td>
<td>$13,628,916</td>
<td>$23,648,641</td>
<td>-44.9%</td>
</tr>
<tr>
<td>Building Permit Fees</td>
<td>$4,057</td>
<td>$3,956</td>
<td>$4,057</td>
<td>$3,956</td>
<td>-1.4%</td>
</tr>
<tr>
<td>FEES</td>
<td>$10,457</td>
<td>$12,575</td>
<td>$12,575</td>
<td>$12,575</td>
<td>$23,648,641</td>
</tr>
</tbody>
</table>

## Inspections Performed

<table>
<thead>
<tr>
<th>INSPECTIONS PERFORMED</th>
<th>MARCH FY 2018</th>
<th>MARCH FY 2017</th>
<th>YTD FY 2018</th>
<th>YTD FY 2017</th>
<th>FY 17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Inspections</td>
<td>128</td>
<td>141</td>
<td>747</td>
<td>747</td>
<td>1%</td>
</tr>
<tr>
<td>Electrical Inspections</td>
<td>80</td>
<td>113</td>
<td>460</td>
<td>462</td>
<td>0%</td>
</tr>
<tr>
<td>Excavation Inspections</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Plumbing Inspections</td>
<td>79</td>
<td>74</td>
<td>349</td>
<td>470</td>
<td>-25%</td>
</tr>
<tr>
<td>Mechanical Inspections</td>
<td>24</td>
<td>29</td>
<td>165</td>
<td>125</td>
<td>-25%</td>
</tr>
<tr>
<td>Code Inspections</td>
<td>204</td>
<td>235</td>
<td>863</td>
<td>1,225</td>
<td>-25%</td>
</tr>
<tr>
<td>Nuisance Inspections</td>
<td>116</td>
<td>111</td>
<td>546</td>
<td>562</td>
<td>-25%</td>
</tr>
<tr>
<td>Business License inspections</td>
<td>17</td>
<td>17</td>
<td>37</td>
<td>47</td>
<td>-25%</td>
</tr>
<tr>
<td>TOTAL INSPECTIONS</td>
<td>658</td>
<td>712</td>
<td>3,627</td>
<td>3,633</td>
<td>-10%</td>
</tr>
</tbody>
</table>
### Building Permits Issued

<table>
<thead>
<tr>
<th>Category</th>
<th>APRIL FY 2018</th>
<th>APRIL FY 2017</th>
<th>35</th>
<th>YTD FY 2017</th>
<th>YTD FY 2017</th>
<th>Δ Change FY 17 - FY 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permits Issued</td>
<td>#</td>
<td>Value</td>
<td>#</td>
<td>Value</td>
<td>#</td>
<td>Value</td>
</tr>
<tr>
<td>Electric, Plumbing, etc. Only</td>
<td>13</td>
<td>$50,000</td>
<td>14</td>
<td>$14,000</td>
<td>62</td>
<td>$64,000</td>
</tr>
<tr>
<td>Single Family Detached</td>
<td>1</td>
<td>$167,609</td>
<td>1</td>
<td>$169,195</td>
<td>6</td>
<td>$130,653</td>
</tr>
<tr>
<td>Single Family Attached</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>20</td>
<td>$1,659,520</td>
</tr>
<tr>
<td>Duplexes</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>2</td>
<td>$855,739</td>
</tr>
<tr>
<td>3-or-4 family</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>$199,000</td>
</tr>
<tr>
<td>5-or-more family</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>$3,313,588</td>
</tr>
<tr>
<td>Hotels, Motels</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Other nonhousekeeping shelter</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>3</td>
<td>$1,085,293</td>
</tr>
<tr>
<td>Amusement, social, recreational</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>$33,800</td>
</tr>
<tr>
<td>Churches, other religious</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Industrial</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Parking Garages, Storage</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Service stations, repair garages</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Hospitals, institutional</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Offices, banks, professional</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>1</td>
<td>$168,903</td>
</tr>
<tr>
<td>Public Works, utilities</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Schools, other educational</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Stores, customer</td>
<td>1</td>
<td>$204,220</td>
<td>1</td>
<td>$195,030</td>
<td>2</td>
<td>$568,752</td>
</tr>
<tr>
<td>Towers, antennas</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Service stations, repair garages</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Residential addition, remodel</td>
<td>8</td>
<td>$88,612</td>
<td>1</td>
<td>$1,400</td>
<td>34</td>
<td>$388,437</td>
</tr>
<tr>
<td>Commercial addition, remodel</td>
<td>3</td>
<td>$642,133</td>
<td>5</td>
<td>$294,604</td>
<td>26</td>
<td>$4,651,619</td>
</tr>
<tr>
<td>Residential garage, carport</td>
<td>1</td>
<td>$2,500</td>
<td>1</td>
<td>$19,700</td>
<td>5</td>
<td>$23,200</td>
</tr>
<tr>
<td>Demolition, single family</td>
<td>-</td>
<td>$-</td>
<td>35</td>
<td>$-</td>
<td>7</td>
<td>$-</td>
</tr>
<tr>
<td>Demolition, 2-family</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Demolition, 3-or-4 family</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>Demolition, 5-or-more family</td>
<td>-</td>
<td>$-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$-</td>
</tr>
<tr>
<td>All Other</td>
<td>3</td>
<td>$-</td>
<td>12</td>
<td>$-</td>
<td>2</td>
<td>$-</td>
</tr>
</tbody>
</table>

### Building Inspection Costs

<table>
<thead>
<tr>
<th>Category</th>
<th>FY 2018 Value</th>
<th>FY 2017 Value</th>
<th>Total Residential Units</th>
<th>EST. CONSTRUCTION COSTS</th>
<th>Δ Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building inspections</td>
<td>144</td>
<td>86</td>
<td>116,163</td>
<td>$7,203,458</td>
<td>42.6%</td>
</tr>
<tr>
<td>Total ResIdential Units</td>
<td>116,169</td>
<td>6,163</td>
<td>$147,668</td>
<td>13,981,270</td>
<td>30.9%</td>
</tr>
</tbody>
</table>

### Inspections Performed

<table>
<thead>
<tr>
<th>Category</th>
<th>APRIL FY 2018</th>
<th>APRIL FY 2017</th>
<th>Δ Change FY 17 - FY 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building inspections</td>
<td>144</td>
<td>86</td>
<td>8%</td>
</tr>
<tr>
<td>Electrical inspections</td>
<td>104</td>
<td>55</td>
<td>9%</td>
</tr>
<tr>
<td>Excavation inspections</td>
<td>0</td>
<td>0</td>
<td>-15%</td>
</tr>
<tr>
<td>Plumbing inspections</td>
<td>90</td>
<td>44</td>
<td>-15%</td>
</tr>
<tr>
<td>Mechanical inspections</td>
<td>43</td>
<td>14</td>
<td>50%</td>
</tr>
<tr>
<td>Code inspections</td>
<td>242</td>
<td>138</td>
<td>-12%</td>
</tr>
<tr>
<td>Nuisance Inspections</td>
<td>102</td>
<td>77</td>
<td>-1%</td>
</tr>
<tr>
<td>Business License Inspections</td>
<td>8</td>
<td>6</td>
<td>-15%</td>
</tr>
<tr>
<td>TOTAL INSPECTIONS</td>
<td>733</td>
<td>420</td>
<td>-1%</td>
</tr>
</tbody>
</table>
NEW BUSINESS:

1. A request to rezone Lot 1 and Lot 2 of the Rolla Skilled Nursing Facility Plat No. 1 Subdivision from the Two-Family District (R-2) to the Multi-Family District (R-3) and to rezone Lot 29 and Lot 30 of the Arwood Hills No. 1 Subdivision from the Single-Family District (R-1) to the Multi-Family District (R-3).

   (SILVERSTONE)

2. A request to consolidate all parts of Lot 98 and Lot 103 of the Railroad Addition Subdivision and all of Lots 1, 2, 3, 4, 5, 5A, 6A, 7, 8, 9, 11 and 14 of the Revised Park Plaza Subdivision.

   (CITY OF ROLLA)

We began by James asking RMU and PW if the revised utility plan for SONIC satisfied their preferences for utility locations. They (Steve and Vicki) replied that yes they did and that all they need now is revised Final Plat Map that reflected the location of utilities per the utility plan.

James asked if there were any comments on the rezoning proposal for Silverstone. There was some discussion by Sylvester and others about the reason the rezone was being proposed. Sylvester said that the current zoning does not allow for the current use and that there may be a subdivision proposed in for the same property next month to ensure HUD-only projects were not intertwined with other projects. Floyd and James discussed whether or not the property would be subject to parkland dedication or fees in lieu of. They concluded that all the land that would be involved in the subdivision has already been subject to parkland dedication and that the subdivision would not be subject to the parkland dedication.

James began the next item of business on the agenda by commenting that RMU had commented that easement issues have been discussed in depth between them and the City. James asked if there would be a second page of the final plat map submitted that showed the utility easements in detail. Sylvester said yes. Steve began to talk about what would be done with each new lot created. James clarified and made notes on what those uses would be. It was concluded that Bryant road would be kept as a utility easement, but that the actual vacation of the road would come later. Steve said that one of the new lots will probably be kept and the other two new lots would probably be sold off.
DEVELOPMENT REVIEW COMMITTEE MEETING MINUTES  
TUESDAY APRIL 24, 2018  

MEMBERS AND OTHERS IN ATTENDANCE  

James Shields, City Planner  
Ron Smith, Fire Dept.  
Chad Davis, RMU  
Ryan P., Lehman Construction  
Darin Pryor, Public Works  
Steve Hargis, Public Works  
Floyd Jernigan, Parks & Rec.  
Sylvester Furse, Archer-Elgin  
Mike Woessner, Investment  
Vicki Cason, RMU  
Paul Frisbee, Anderson  
Karen Fagan, Community Development  
Rick Williams, Police Dept.  

NEW BUSINESS:  

1. An ordinance amending Article II of Chapter 42 of the Rolla City Code, which is known as “Subdivisions”, by deleting and adding language to the parkland dedication provisions of Section 42-27, which is entitled “Deeding of Public Parks; Alternative Payment in Lieu of Parkland Deeding”.  

(City of Rolla)  

James Shields explained you can take out all of the land that is not being used as a residential lot. The amount will be changed from $12,500 to $15,000 per acre in lieu of parkland dedication. There must be at least an acre to qualify for parkland. There is a time limit on the funds. At least 50% of the grade should have a grade of less than 4%.  

2. A request for the City of Rolla to annex the 42.06-acre parcel identified with the Phelps County Assessor’s Account Number of 12081, to simultaneously designate the zoning of said parcel as Multi-Family District (R-3), to simultaneously change said parcel’s FLUM designation to Low/Medium Density Residential, and to approve a development agreement for the subsequent development proposed to occur on said parcel.  

(St. Maria’s)  

Mr. Shields said the project will have public streets and sidewalks. He asked Vicki Cason if streetlights were going to be included. She replied that it is a City street so street lighting should be included. Mike Woessner asked if he is responsible for the conduit. Ms. Cason answered no, but it will be curbside. Mr. Woessner asked if it will be four or five feet in the air. Ms. Cason said they will go on the buildings. She also added to the development agreement that water frontage fees will be $3.18 per foot on McCutchen Dr.  

Mr. Hargis asked if the Fire Chief wants a fire lane put on the plat or on the agreement. Ron Smith said either one works for him. Mr. Hargis asked if the back driveway was going to be an emergency fire lane access. Mr. Woessner replied that was the only reason he was putting it in. He added he is going to put a locked gate on that. Mr. Hargis asked if it would be paved or gravel. Mr. Woessner told him it would be gravel. Mr. Smith said
it has to be 20' wide, and the gate has to be able to be opened by one person. Mr. Woessner asked Mr. Hargis if he would give him a revised agreement before the Planning and Zoning meeting. Mr. Hargis said he can and Ms. Cason has a couple things to add to it and he needs to put something in it about the fire lane.

Chad Davis said there are electric poles that need to be moved at the roundabout. Mr. Woessner asked if he will have to pay to move the pole. Mr. Hargis said he will take care of that and he is doing the roundabout. Mr. Woessner told Sylvester Furse that this plat is not the final plat that he submitted to James. The access road actually curves to the east line.

Mr. Woessner said the traffic on McCutchen Rd. has been brought up multiple times. He asked Mr. Shields if he thinks it is an issue. Mr. Shields said they could give him a memo stating it is not an issue. He said the expected traffic would be 2,000 to 6,000 trips per day. Mr. Woessner said he doesn’t want to get to the P & Z or Council and have this traffic issue becomes the main focus. Mr. Shields told him it will be taken care of and they will have a memo. He also said it doesn’t make sense to him because only so many cars can fit on a two lane road. Mr. Pryor said it depends on how many turning movements there are on the road, is there parking on the road, how many driveways, what’s the speed limit, what’s the grade of the road, what level of surface is acceptable, etc. 10,000 cars per day on a two lane road with not a lot of driveways will probably have a level of surface deep, which is acceptable.

Mr. Davis they need to consider not only street lighting in the subdivision, but also at the roundabout. Since this is now going to be within the City limits on both sides, street lighting needs to be thought about from Liberty Ln. all the way to California Dr. Mr. Hargis said he does not have the revenue to service it. Mr. Shields asked if they are getting street lights. Mr. Davis said they have to figure that out.

Mr. Woessner said the zoning, annexation and the development agreement will happen all at once. Then he will submit a plat. He asked for a revised agreement before the P & Z meeting.

3. A request to amend Divisions 10 and 12 of Article III, which is known as Rolla Planning and Zoning Code, of Chapter 42 of the Rolla City Code by deleting and adding language that pertains to the conditional and permitted uses in the Highway Commercial (zoning) District (C-3) and the Light Manufacturing (zoning) District (M-1).

(City of Rolla)

Mr. Shields explained this is an amendment to the code. They are taking all the conditional uses from C-3 and making them allowed in M-1. Then taking some of the M-1 uses and making it a conditional use in C-3.

4. A request for the City of Rolla to issue a Conditional Use Permit to 1501 Martin Springs Drive for the use of a “Concrete batching or transit mix plant (temporary use only)” in Highway Commercial (zoning) District (C-3).
Mr. Shields said there were no comments on this.

5. A request to rezone the four parcels that are identified by their Phelps County Assessor Account Numbers of 7847, 7848, 7849, and 7835.01 from the General Commercial District (C-2) and the Government and Institutional District (GI) to the Highway Commercial District (C-3).

   (West Commons)

Mr. Shields said they are going to rezone it to C-3, so that they can get a bar in there. Ms. Cason said they have two easements a 15’ easement going across the north and 10’ down to the building. Mr. Pryor said the only comment from Public Works was there is no special plat restriction on the plat they received. Mr. Frisbee said the City’s GIS shows there is a sanitary sewer manhole located inside the existing building. There are three manholes outside the building, but none inside. There is a sewer running underneath the building. Mr. Pryor said at one time there was a manhole inside. Mr. Hargis said it may have been the part they tore down. Mr. Pryor said there are two existing sanitary sewer lines. He asked if they were planning on using both. Mr. Frisbee they are not using either one inside the existing building. They are actually taking a new line out and tying it into it separately. Mr. Pryor said there is two mains there, He asked if Mr. Frisbee knew which one they are tying in to. Mr. Frisbee replied he did not know. He said they have not done the driveway for Juliene St. yet, so they still have to do development plans for that. Mr. Pryor asked if they still have to do curb and gutter across his property along Juliene St. Mr. Frisbee answered yes.

Mr. Frisbee said they are going for C-3 zoning on all of this because Dickies is on the front side and a bar on the back side. It is just a bar; no food will be served there. Mr. Smith asked if they were combing all the lots. Mr. Frisbee told him yes. For the bar area they will need extra parking. Mr. Smith asked about an entrance. Mr. Frisbee said the entrance is from Kingshighway. Mr. Smith asked if the building was going to be divided. Mr. Frisbee replied it will be divided with a firewall. There will be a little window to Dickies so they can order food. Mr. Pryor asked if he intended for this to be preliminary plat. Mr. Shields said it is just the first draft. It will have to say final draft.

Mr. Davis asked if the bar will be sprinkled. Mr. Frisbee answered no, they will be under the square footage and that is why they have a firewall. There is 1.86 acres, but not all of that will be developed. It is just under an acre, so they will be able to get by without a land disturbance permit.

6. A request to consolidate four deeded parcels that are identified by their Phelps County Assessor Account Numbers of 7847, 7848, 7849, and 7835.01 into one 1.86-acre Lot that will consist of Lots 1, 2, and part of Lot 3 of the Koch Subdivision and fractional parts of the southwest quarter of the northwest quarter of Section 11, Township 37 North, Range 8 West.

   (West Commons)
Mr. Shields said they talked about the subdivision and the rezone at the same time.

7. A request to reconfigure Lot 1 and Lot 2 of the Rolla Skilled Nursing Facility Plat No. 1 Subdivision, which is also known as 2735 Eagleson Drive, and Lot 29 and Lot 30 of the Arwood Hills No. 1 Subdivision into four newly configured lots.

(Silverstone)

Mr. Furse said they need to cut out one lot for their financing. Mr. Smith said there are no comments from the Fire Department regarding the gravel road from Eagleson Rd. to the back. Mr. Shields said Ms. Spence told him that was a requirement for a secondary fire lane. Mr. Smith agreed that is what she said, but he did not find anything reflecting that in Chief Williams’s notes. Right now it dead ends to a wire draped across there. It really needs to have a cul-de-sac or something at the end of it. Mr. Pryor said it is not long enough to require a cul-de-sac. It will have to be paved up to the property line. It will have to be part of the development plans to show pavement, curb and gutter. Or it can be vacated.

Mr. Hargis noted that there are two Eagleson Drives that do not connect. They probably should renamed one of them something else. If you go by the rules there is a process to rename a street that has already been platted. There is two weeks advertising as a resolution. Then there is a protest period. After that there is two weeks of publishing the Ordinance. There will probably $2,000 to $3,000 just in newspaper ads. However, since they are the only ones on it, and they make a request to change it, he doesn’t see why they can’t just change it. They could name them Eagleson North and South. He asked if they really don’t need the road why can’t it be vacated. Mr. Furse said they need road frontage on Lot 1. Mr. Pryor said he needs it on the development plans. That would hold up building permits to develop those. Mr. Furse said the R-3 was to make the nursing home compliant. HUD is making them cut out Lot 1 for the special loan. Lot 1 will get changed into a different ownership entity, so that if something unforeseen happens and HUD forecloses on the property they would actually take ownership of Lot 1. They are trying to create a legal lot, because potentially something could happen and Lot 1 would have to change hands and be a legal conveyance.

Mr. Smith explained the Fire Code says the dead end road can be 20’ wide, but it is required to have a 120’ hammerhead, or 60’ wide, or 96’ diameter cul-de-sac. Mr. Furse asked about paving it as a private drive into the parking lot. Mr. Smith said then it would not be a dead-end road. Mr. Furse said he is going to recommend to them if they pave it and they have they development plans, when the time comes they will be ready for the connections. The other thing is they could put in a temporary turnaround. Mr. Smith said to be quite honest he doesn’t need that road. He needs a turn around there, but it has to be to the specifications to the Fire Code.

Mr. Shields said he was under the assumption that if it was a two lane road it would have an average capacity of 10,000 cars. Mr. Hargis replied that is the absolute maximum. Mr.
Shields said at that point it would require a traffic study. Darin Pryor said it would need a traffic study before it got to that point. It also depends on the road. Mr. Shields said there was some contradictory information. He said Mr. Butz told him it was 3,000 or 6,000 for a different road. Mr. Hargis said if Mr. Shields was asking him how many cars can you get per day on a two lane road it would be 10,000 cars, but he would not want to see Vichy Rd. have 10,000 cars per day. Mr. Pryor said 3,000 to 6,000 is the standard for pavements. Mr. Shields asked if it was different on different parts of the road. Mr. Pryor replied absolutely. He said more goes into the capacity other than whether or not it’s a two lane road. For instance, how many driveways, what’s the speed limit, what’s the grade of the road etc. Mr. Shields asked if public works would send him a memo for Silverstone. Mr. Pryor said if Mr. Shields wants the actual capacity of the road he needs 6 months. Mr. Hargis said in general terms there is not a traffic problem on Vichy Rd. and the development will not cause one.

Mr. Hargis informed everyone Vichy Rd. there has been an increase in traffic, from 1970 to 2018, by 1,000 cars per day. There has been a lot of development along there. It is at 3,500 now; forty years ago it was at 2,500. Mr. Pryor said a lot of the traffic capacity is based on the am. peak and the pm. peak. When they say 10,000 cars per day for a non-commercial use road you can get a lot more cars per day because the peaks aren’t as high. Mr. Shields asked for a memo to that affect. Mr. Pryor said if the Council wants that level of detail they probably should start requiring traffic studies from the developer. They are very time consuming. He has no problem writing a memo saying in general there is no traffic problem. Mr. Hargis said the only traffic problem they have on Vichy Rd. is a handful of people drive 70 MPH.

Meeting Adjourned 2:25 pm.
Minutes Prepared by Karen Fagan
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT: Community Development  ACTION REQUESTED: Final Reading

SUBJECT: A request to rezone Lot 1 and Lot 2 of the Rolla Skilled Nursing Facility Plat No. 1 Subdivision, which is also known as 2735 Eagleson Drive, and Lot 29 and Lot 30 of the Arwood Hills No. 1 Subdivision from the Single-Family District (R-1) and the Two-Family District (R-2) to the Multi-Family District (R-3) and to amend the Future Land Use Map to designate said parcels as Residential Medium High Density.

MEETING DATE: 05-07-2018

GENERAL INFORMATION:
CASE NUMBER: ZON18-02/FLM18-01 SUBMISSION DATE: 03-21-2018
LEGAL AD DATE: 03-29-2018 300 FOOT NOTICE: 03-27-2018

APPLICANT: The parcels subject to the proposed ordinance (the subject parcels) are owned by Rolla SNF LLC. Greg Spence is the registered agent of this LLC and is one of the owners of the Silverstone Place Skilled Nursing & Rehabilitation Center, which is located on the site.

LOCATION: The subject parcels are located in northwest Rolla, Missouri, approximately 175 feet southwest of the intersection of Vichy Road and Eagleson Drive. The property that makes up the two deeded parcels, which, together, constitutes four platted lots, have been assigned the Phelps County Assessors Account Numbers of 3939.07 and 3939.01 (See Figure 1-A for a general location map and Figure 1-B for a large scale map of the site).

CURRENT USE, ZONING, AND FLUM DESIGNATION: Parcel 3939.07 is located wholly within the Single-Family (zoning) District (R-1), is vacant, and is about 0.49 acres in size. Parcel 3939.01 is located within the R-1 District and within the Two-Family (zoning) District (R-2), is used for the location of a nursing home, and is 20.35 acres in size. The Future Land Use Map (FLUM) designation for both parcels is Low Density Residential.

PROJECT DESCRIPTION: The applicant proposes to locate the subject parcels wholly within the Multi-Family (zoning) District (R-3). The current use of a nursing home is not permitted in R-2. Primarily, an R-3 zoning designation is requested to permit the current use (See Figure 1-D for a project description and FLUM amendment authorization). In addition, the approval of the rezone will allow for the possible construction of a new assisted living facility and three sixplexes that would be intended for assisted living for the elderly. As indicated on the applicant's site plan, a maximum of 60 units could possibly be built (See Figure 1-C for a conceptual drawing). The applicant has recently submitted a Plat map (See Figure 1-G) that will be considered at the May Planning & Zoning Commission meeting. The reconfiguration creates a lot around the existing nursing home facility and an entrance driveway (for loan and title purposes) and three other buildable lots (could be used to expand the retirement community as described above). To maintain consistency with Rolla 2020, a FLUM amendment is required.

\[ V. A. ]
ANALYSIS:

HISTORY: In 2006, a two-phase, 80-lot, single-family (SF) subdivision, which was entitled AR Wood Hills, was proposed. The proposal included land that is now within the Arwood Hills No. 1 Subdivision and the Rolla Skilled Nursing Facility Plat No. 1 (also referred to as the Silverstone Subdivision). The First phase of AR Wood Hills, Arwood Hills No. 1 (a 40-lot plat), was approved in 2006. Lot A was dedicated to the City of Rolla (the City) for stormwater detention and Lot B was dedicated to the City as parkland. In 2007, much of the land within the subject parcels was rezoned to R-2 in order to accommodate duplexes. In 2013, the Silverstone Subdivision plat was approved. It consolidated 20 Lots (about four acres) from the Arwood Hills No. 1 Subdivision and the land to the south (about 16 acres) into two lots. Lot 2 was offered for parkland dedication, but the Council decided to collect $9,516 in lieu of the dedication. The Silverstone nursing home was built on Lot 1 of the Silverstone Subdivision shortly after.

SITUATION: Ten of the 40 lots within Arwood Hills No. 1 were developed as SF homes. In addition, immediately to the southeast of these two subdivisions is an 11-acre, vacant parcel that was conditionally zoned from R-1 to R-3 in 2007. Except to the southeast, surrounding the subject parcels is unincorporated Phelps County. Within a fourth of a mile to the southeast of the subject R-3 land is land zoned R-1, R-2, R-3, and PUD (Planned Unit Developments). The SF homes along Vichy Road were built in the 50s and 60s. To the immediate east of Vichy Road, most of the SF homes were built between the 70s and 90s. Also nearby is a trailer park, many multi-family units, and a fraternity house.

MAP CORRECTION: It was an error on the City's part to allow a nursing home to be built in R-2. Subsection 42.250.2(f) of Rolla's Planning and Zoning Code (the Code) states that the Planning & Zoning Commission shall consider if a proposed rezoning would correct an error in the application of the Code. Without the approval of this proposal, the City nor the applicant can convey to federal agencies and the like that the property conforms to the Code.

CHANGING CONDITIONS: There has been little R-1 development in the area since the area’s annexations (1972/84). New SF housing is more likely to locate in central or southern Rolla. Despite the R-1 zoning of large tracts of vacant land in north Rolla, the area’s main form of new development remains multi-family.

LAND USE COMPATIBILITY: R-3 is often used to create buffers between SF housing and commercial development or arterial/collector roads. The R-3 will usually be aligned along the collector or behind the commercial development on an arterial. In Arwood Hills’ case, the first SF houses were built along the collector Vichy. Now, the traffic of any development that occurs on the interior must pass by these homes. Thus, even though the location of the zones is switched, R-3 and R-1 commonly abut each other (Rolla mandates buffer-yards also). In addition, the neighborhood is a mixture of SF and multi-unit housing.

Note: The City has the R-3b residential zoning district, which is intended for medium density residential uses. Density is limited to 14 units/Ac., compared to 26 units/Ac. in R-3).

INTENT OF THE COMPREHENSIVE PLAN: Rolla 2020, the latest update to Rolla’s comprehensive plan, speaks to the importance of ensuring that the increasingly aging population
has proper residential facilities that provide services and accommodations that many seniors tend to require (Rolla 2020, p. 28). This rezone will allow a nursing home to be legally established in the City and the possible additions, which will provide the opportunity for those who are not in the 24-hour care nursing home to be more independent, but still close enough to benefit from the nursing home community’s support, social networks, and resources.

**TRAFFIC SAFETY:** Capacity for two-way collector roads are, in general, 10,000 cars per day (i.e. this amount would trigger more analysis) and that would be appropriate at the Vichy Rd. bridge (combination of Vichy Rd. and Vienna Rd. traffic). Vichy Road currently generates 3600 cars per day at the I-44 bridge. At the Arwood Hills location, the trip count is 533. However, at this location, the anticipated maximum traffic count is up to 6,000 trips per day (this amount may cause additional review). According to the Public Works Department, the proposed project, if built, would produce a maximum of 192 trips per day. That same land, developed as originally platted as R-1, would produce an estimated 858 trips. There is sufficient capacity on Vichy Road to accommodate any reasonable development.

**PUBLIC & INTERNAL COMMENTS:** No protest petitions have been filed to this department. However, one abutting property owner filed a formal comment letter, which can be found in Figure 1-E, that conveys worries about property values, construction traffic parking on/blocking the street, and obstruction of view. Another owner of property nearby also submitted a comment later (See Figure 1-F). Several comments were made by other property owners at the Planning & Zoning Commission Meeting on April 10, 2018 and the City Council Meeting on April 16, 2018. No internal comments were made.

**ACTION REQUIRED:** Unanimously, the Planning & Zoning Commission recommends approval. The action requested from the City Council is to approve, conditionally approve, or deny the applicant’s proposal to rezone the subject parcels from R-1 and R-2 to R-3 and to amend the Future Land Use Map to designate said parcels as Residential Medium/High Density. Council also has the authority to zone the land to a less intense zone, such as R-3b, which would limit density to 14 units per acre. An R-3b zoning would allow the Owner to bring the current nursing home facility into full zoning compliance and provide for a separate nursing/memory care facility as well as independent living villas. A motion would be needed to amend the ordinance to R-3b.
SILVERSTONE REZONE:
Location and Details

- Applicant: The parcels subject to the proposed ordinance (the subject parcels) are owned by Rollo SNF LLC. Greg Spence is the registered agent of this LLC and is one of the owners of the Silverstone Place Skilled Nursing & Rehabilitation Center.
- Proposal: Rezone parcels from the Single-Family District (R-1) and the Two-Family District (R-2) to the Multi-Family District (R-3)
- Notice Details: Legal ad ran on 03-29-2018, neighbor notice sent out on 03-27-2018, signs posted on 3-30-18
- Use & Structure Status:
  - Current uses are vacant land and a nursing home which is not permitted in the current zoning district.
Figure 1-C, Conceptual Drawing for ZONIS-02 (nursing home & drive will be on own lot)

Project Details:

1. Applicant requests rezone to permit the current use.
2. Subdivision planned for the near future to create a lot around the existing nursing home facility and its entrance driveway (involves loan and title purposes).
3. The rezone will also allow for the possible construction of new multi-family units (on separate lot as nursing home) that would be intended for assisted living and rehab for the elderly. Possibly 50 to 80 new units constructed at a low density.
4. To maintain consistency with Rolla 2020, a FLU1 amendment is required to change designation to Residential 1 Medium High Density.

CONCEPTUAL DRAWING ONLY:
Nursing Home and Driveway will be on Separate Lot

04/10/2018 - Rolla’s Planning & Zoning Commission Meeting
APPLICATION - AMENDMENTS TO OFFICIAL ZONING MAP (I.E. REZONES)

This form must be completed, signed, and accompanied with the appropriate fees before being considered for placement on Planning & Zoning Commission docket.

1. Current Zoning District(s):
   - R1 & R2
Proposed Zoning District(s):
   - R2
Is there a Subdivision being Proposed with this Rezone?
   - Yes, to R2
If a Future Land Use Map Amendment is Needed with Rezone, do you Authorize?
   - Yes
Proposed Land Use (e.g. multi-family, retail, gallon as current use, skilled nursing/health)

2. PROJECT DESCRIPTION (Describe your project in as much detail as possible):
   - The purpose of the covering of this tract is to make the zoning compliant with current use. Site is the Silverstone Skilled Nursing Facility

3. SUBJECT PARCELS (Parcel Account #s or Street #s & Names):
   - 

4. CONTACT INFORMATION: All property owners must be listed. Agent, if one, is main contact.
   - PROPERTY OWNER(S): Pleasant Shp, LLC
     Address of property:
     - 7828 S Highway 65, Rolla, MO 65401
     Mailing address:
     - 1449 S Looking Lane, Fenton, MO 63026
     Email & phone:
     - gspencer@cityspace.com (314) 267-3725
   - PROPERTY OWNER(S):
     Address of property:
     - 
     Mailing address:
     - 
     Email & phone:
     - 
   - AGENT or SURVEYOR:
     - Aneta Elynn, Sykes, Currie, PLLC
     Address of property:
     - 
     Mailing address:
     - 310 E. 4th St, Rolla, MO 65401
     Email & phone:
     - sykes@currier.com (573) 364-4642

5. CONFORMANCE TO CODE & AUTHORIZATION: The owner(s) herein understand and agree that this application will be placed on hold if the proposed lots do not meet the minimum lot requirements of the (zoning) district in which they will be located. It is if a complete application is not filed, or if the processing fees are not paid in full at the time of application. The undersigned further states that I am aware of the owner(s) of the property proposed to be rezoned, and that a lot swap is in the progress shall be sold/transferred until the City Council decision on the proposal.

Signature of Owner or Authorized Agent

NOTE: The position must bear the signature of the property owner(s), if an authorized agent signs on the owner's behalf, the agent shall sign his/her own name and may be required to attach the owners written notarized authorization to this application.

V. A. 7.
David and Barbara Hooten  
2759 Eagleson Drive  
Rolla, Missouri 65401  

Rolla Planning and Zoning Commission  

James Shields  
City Planner  

Mr. Shields:  

We would like to formally protest the proposed rezoning of Phelps County Assessor’s  
Account Numbers 3939.01 and 3939.07 from R1 and R2 to R3.  

We believe this rezoning would have the following adverse effects:  

1. It would lower our property value.  
2. It would increase traffic and parking along Eagleson Drive. And since this street does not go through,  
as we were originally told it would by the construction company who built the  
Silverstone nursing  
home, it would increase the number of people turning around in our driveway.  
3. New multi-story housing would block our view.  
4. We would have construction equipment, semi-trucks and construction worker’s vehicles blocking the street  
and parking in front of our home during construction. Just as we did for the two years the nursing home  
was under construction.  

If this proposed rezoning is done, I have no reason to believe the owners of the property would not build  
multi-storied dwellings adjacent to or across from our property. Since after the  
previous construction we were told that property directly across from ours would “look like a park”, the  
curb across from our property that was removed during construction would be replaced and Eagleson drive  
would be extended to the nursing home. None of this was done.  

Thank you,  

[Signature]  

David and Barbara Hooten
Mr. Shields,

My husband, our two small children, and I live on Eagleson Dr near Silverthorne. We received the letter about the rezoning request for Silverthorne. We are very concerned and quite frankly unhappy to hear about this. Would you be able to send me any information about the rezoning request and/or the meeting tomorrow night?

Thank you.

Keri

---

Figure 1-F, Citizen Comment
ORDINANCE NO. ________

AN ORDINANCE TO REZONE LOT 1 AND LOT 2 OF THE ROLLA SKILLED NURSING FACILITY PLAT NO. 1 SUBDIVISION, WHICH IS ALSO KNOWN AS 2735 EAGLESON DRIVE, AND LOT 29 AND LOT 30 OF THE ARWOOD HILLS NO. 1 SUBDIVISION FROM THE SINGLE-FAMILY DISTRICT (R-1) AND THE TWO-FAMILY DISTRICT (R-2) TO THE MULTI-FAMILY DISTRICT (R-3) AND TO AMEND THE FUTURE LAND USE MAP TO DESIGNATE SAID PARCELS AS RESIDENTIAL MEDIUM HIGH DENSITY.

(SILVERSTONE)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department on March 21, 2018, requesting the property described above be rezoned according to the Planning and Zoning Code of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

WHEREAS, RSMo Chapter 89.300 through 89.490 grants third class cities the power to prepare, adopt, and amend a comprehensive plan; and

WHEREAS, a public notice was duly published on March 29, 2018 in the Rolla Daily News that in accordance with law provided notice that a public hearing would be held at Rolla City Hall, 901 North Elm Street, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on April 10, 2018 at 5:30 p.m. The Planning and Zoning Commission recommended the City Council approve the proposed rezoning and proposed Future Land Use Map amendment; and

WHEREAS, the Rolla City Council, during its April 16, 2018 meeting, conducted a public hearing on and the first reading of the attached ordinance that would enact the proposed rezoning and proposed Future Land Use Map amendment; and;

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

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

SECTION 1: That the Rolla Planning and Zoning Code, Ordinance No. 3414, which is Chapter 42 of the Code of the City of Rolla, Missouri, and a Code that, in accordance with the Comprehensive Plan, controls the regulation of zoning districts, the boundaries of zoning districts, and the Official Zoning Map, is hereby amended by amending the zoning classification of the following described property from the Single-Family District (R-1) and the Two-Family District (R-2) to the Multi-Family District (R-3):
All of Lot 1 and Lot 2 of the Rolla Skilled Nursing Facility Plat No. 1 Subdivision and Lot 29 and Lot 30 of the Arwood Hills No. 1 Subdivision

SECTION 2: That the Future Land Use Map component of the Rolla 2020 Comprehensive Plan Update, 2006, is hereby amended as required by Section 42-7 of the Rolla City Code, to designate Lot 1 and Lot 2 of the Rolla Skilled Nursing Facility Plat No. 1 Subdivision, which is also known as 2735 Eagleson Drive, and Lot 29 and Lot 30 of the Arwood Hills No. 1 Subdivision as the Residential Medium High Density land use category.

SECTION 3: This Ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the rezoning process has been completed by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 7TH DAY OF MAY 2018.

APPROVED:

ATTEST: Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
DEPARTMENT: Community Development  
ACTIONS REQUESTED: Final Reading

SUBJECT: An ordinance to vacate a section of Bryant Road and dedicate a 6.15 right-of-way tract to Missouri Route 72 through the consolidation of 12 deeded parcels that consist of parts of Lot 98 and Lot 103 of the Railroad Addition Subdivision and all of Lots 1, 2, 3, 4, 5, 5A, 6A, 7, 8, 9, 11, and 14 of the Revised Park Plaza Subdivision into two right-of-way tracts and three reconfigured lots.

MEETING DATE: 05-07-2018

CASE NUMBER: SUB18-03
SUBMISSION DATE: 03-21-2018

APPLICANT: The 12 deeded parcels subject to the proposed ordinance (the subject parcel) are owned by the City of Rolla (See Figure 2-A for a delineated site map with identification of parcels). Sylvester Furse from Archer-Elgin Surveying and Engineering is the agent for this proposal on behalf of the Public Works Department.

LOCATION: The subject parcels are located on the west-central side of the City of Rolla, Missouri, approximately 400 to 1400 feet east of the intersection of Kingshighway and Interstate 44 (See Figure 2-B for general location map).

CURRENT USE & ZONING: The current use of the subject parcels is vacant land. The subject parcels are located in the General Retail District (C-2), the Highway Commercial District (C-3), and the Single-Family District (R-1).

PROJECT DESCRIPTION: The applicant proposes to consolidate 12 deeded parcels, which constitutes all of 12 platted lots and parts of two other platted lots, into one right-of-way (ROW) tract, which is to be dedicated to the city for the Highway 72 Extension, one other ROW tract that equates to the remnant cul-de-sac at the end of Bryant Road, and three lots. In addition, through the dedication of the ROW tract to Highway 72, the section of Bryant Road that falls within this ROW tract will be vacated. According to Steve Hargis, the following can be said about the plans for each lot/ROW tract. The City plans to vacate the detached cul-de-sac of Bryant Road and keep as an easement. Two of the lots, Lot 1 (0.31) and Lot 2 (0.61) are planned to be sold to the public. The City plans to keep Lot 3. All existing easements will continue to exist. This consolidation is occurring in order to create right-of-way for the west part of the Highway 72 Extension construction project and to consolidate remnants into usable lots (See Figure 2-C for an image of part of the final draft of the Final Plat Map and Figure 2-D for page two of the same plat that details easements).
ANALYSIS:
AREA AND BULK REQUIREMENTS: The new lots that will be created from this consolidation will meet the lot width and minimum area requirements of their respective zoning districts.

ACCESS: Lot 1 and Lot 2 will have frontage on both Route 72 and Bryant Road. Lot 3 will have frontage on Highway 72. Article II of the Chapter 42, Subdivisions, defines a lot as having access on a street. While Lots 1, 2, and 3 may have frontage on Route 72, because the entire extension of Route 72 is a “restricted access” highway, these lots are not intended to have access onto Route 72. Since Lot 1 will not have access to a street, it may not be a usable lot to be sold to the public until it can be combined with an abutting lot that has access to a street.

PARKLAND DEDICATION: Parkland Dedication or fee in lieu of such dedication is only required when a lot split occurs of more than two lots. Because this is a consolidation, this provision does not apply to this proposal.

PROCESS, PUBLIC COMMENTS, & INTERNAL COMMENTS: The appropriate departments have received the first draft of the Final Plat Map. The Development Review Committee (met on 03/27/18) has submitted two comment memos, which can be viewed in Figures 2-E (Rolla Municipal Utilities) and 2-F (Public Works Department). A revised plat was submitted for a second departmental review. No more revisions are needed. No petitions have been filed to the community development department.

ACTION REQUIRED: Unanimously, the Planning & Zoning Commission recommends approval. The action requested from the City Council is to conduct the final reading of an ordinance that would approve the applicant’s Final Plat map. Subsequently, the City Council is asked to vote on the approval, conditional approval, or denial of said ordinance.
Figure 2-A, Delineated Site Map for SUB18-03
Figure 2-B, General Location Map for SUB18-03
Figure 2-C, Final Draft of Final Plat Map for SUB18-03 (p. 1)
MEMO

To: James Shields
From: Vicki Casor
Subject: Development Review Committee
Date: March 26, 2018

RMU has reviewed the articles submitted for discussion at the March 27th meeting and provides the following comments:

1. Rezone Lots 1 and 2 of Rolla Skilled Nursing Facility Plat No. 1 and Lots 29 and 30 of Arwood Hills No. 1 (Silverstone): RMU has no comments with regards to the rezoning.

2. Hwy 72 Extension West (City of Rolla): RMU will require easements as have been discussed in detail with the City of Rolla.

cc: Rodney Bourne, RMU General Manager
    Chad Davis, RMU Operations Manager
Memo

TO: Steve Hargis, Public Works Director
FROM: Everett Briggs/Public Works Staff
Cc: Sylvester Farris Furse IV, DP, DJ, DF, TF, AM, File
DATE: March 27, 2018
SUBJECT: Review of the Final Plat of Highway 72 Extension West

The public works staff has completed review of the above referenced plat and except for the following finds it to be in compliance with City of Rolla, Missouri Subdivision codes:

1) The total area of this development exceeds one acre and a Land Development Permit #114 has been issued for the project.
2) The fee in lieu of storm water detention facilities will be waived since we would be paying ourselves and will be installing storm water improvements in conjunction with the road improvements.
3) The out boundary of the tract as labeled meets closure requirements.
4) Need to show the width of Bryant Road north and south of the right of way tract.
5) There are two lots labeled Lot 2
6) The out boundary of the area to be subdivided should be shown with a continuous, solid border line that is thicker than all the other interior lines of the subdivision.
7) Need to add a written description that matches the heavy border and follows the complete out boundary of the subdivided property. This written description needs to list the total area of the subdivision.
8) Need to add two concrete cylinders with rod and surveyors ID cap, preferably on a common line, as permanent reference monuments per Sec. 42-29 (4) of the City of Rolla Ordinances.
9) Lot No. 1 does not have 60 feet of road frontage on Bryant Road.
10) Easements “A thru I” are they to remain or be vacated?
11) Easement “J” needs to be dimensioned on the plat.
12) In the CERTIFICATE OF OWNERSHIP AND DEDICATION a restricted access of right of way Tract “A” is mentioned, however there is not a Tract “A” on the plat.
13) Also note No. 9 under notes mentions right of way Tracts “A” & “B” that are not shown on the plat.
14) The Rolla city codes can be accessed online at rollacity.org and then click on the city ordinance button.
ORDINANCE NO. __________

AN ORDINANCE TO VACATE A SECTION OF BRYANT ROAD AND DEDICATE A 6.15-ACRE RIGHT-OF-WAY TRACT TO MISSOURI ROUTE 72 THROUGH THE CONSOLIDATION OF 12 DEEDED PARCELS THAT CONSIST OF PARTS OF LOT 98 AND LOT 103 OF THE RAILROAD ADDITION SUBDIVISION AND ALL OF LOTS 1, 2, 3, 4, 5, 5A, 6A, 7, 8, 9, 11, AND 14 OF THE REVISED PARK PLAZA SUBDIVISION INTO TWO RIGHT-OF-WAY TRACTS AND THREE RECONFIGURED LOTS. (HIGHWAY 72 EXT. WEST)

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

SECTION 1: An ordinance to vacate a section of Bryant Road and dedicate a 6.15-acre right-of-way tract to Missouri Route 72 through the consolidation of 12 deeded parcels that consist of parts of Lot 98 and Lot 103 of the Railroad Addition Subdivision and all of Lots 1, 2, 3, 4, 5, 5A, 6A, 7, 8, 9, 11, and 14 of the Revised Park Plaza Subdivision into two right-of-way tracts and three reconfigured lots.

SECTION 2: That the section of Bryant Road that is located within the tract of land that is labeled as “Right-of-Way Tract” on the Final Plat of HIGHWAY 72 EXTENSION WEST be vacated from and after the date that this ordinance is enacted.

SECTION 3: That the 6.15-acre tract of land that is labeled as “Right-of-Way Tract” on the Final Plat of HIGHWAY 72 EXTENSION WEST, which includes the section of Bryant Road vacated in Section 2 of this ordinance, be dedicated to Missouri Route 72 from and after the date that this ordinance is enacted.

SECTION 4: That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the revised plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 7th DAY OF MAY 2018.

APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor
COMMENTARY: Attached is the modified sewer use agreement for the Cedar Grove Sewer District. Also attached are new bylaws for the district which comply with current state statutes. In addition we have new boundaries established for the district which include all properties served and those we can potentially be served by the district.

This district has been receiving city sewer services since the mid 1980's. We have an agreement in place now which provides the district with treatment only. This new agreement proposes to make the district a full sewer use customer of the city. We would provide for the collection system, treatment and billing.

This new agreement has been fashioned after the College Hills West Sewer District passed in late 2017. We will provide billing services to the individual district members. The sewer user rate for these individual district members will be at 1.50 times the city resident user rate. It also includes a one time fee of $150 to build a reserve. The district will maintain a $1,500 minimum in reserves to cover any delinquent district member sewer fees.

The attached Ordinance would authorize the Mayor to enter into the agreement and approve the new district bylaws and boundaries. The Cedar Grove Sewer District Board has approved the attached agreement, by-laws and boundaries.

Staff recommends approval.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, PHELPS COUNTY COMMISSION AND THE CEDAR GROVE SEWER DISTRICT.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a sewer use agreement between the City of Rolla, Missouri, Phelps County Commission and the Cedar Grove Sewer District, a copy of said agreement being attached hereto and marked Exhibit “A”.

Section 2: The City Council of City of Rolla, Missouri hereby approves and acknowledges the sewer district by-laws as attached and marked Exhibit “B”.

Section 3: The City Council of City of Rolla, Missouri hereby approves and acknowledges new district boundaries for the Cedar Grove Sewer District as attached and marked Exhibit “C”.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 7th DAY OF MAY 2018.

APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
SEWER USE AGREEMENT

Date of Document: __________________________

Grantor: Cedar Grove Sewer District

Grantee: City of Rolla

Mailing Address: PO Box 979, Rolla, MO 65402

Legal Description: Cedar Grove Sewer District

Reference Book and Page(s): __________________________
EXHIBIT A

SEWER USE AGREEMENT
by and between
CEDAR GROVE SEWER DISTRICT
and
THE CITY OF ROLLA
and
THE COMMISSIONERS OF PHELPS COUNTY

This Agreement is made and entered into on the _day of________, 2018 by and between the Cedar Grove Sewer District, Rolla, Missouri, hereinafter referred to as "District", the City of Rolla, hereinafter referred to as "City" and The Commissioners of Phelps County, Missouri, hereinafter referred as County.

WITNESSETH, That

WHEREAS, The Phelps County Commissioners desire to promote the public health and welfare of the citizens of Phelps County, Missouri, and;

WHEREAS, The Phelps County Commission established by Resolution on June 25, 1985 pursuant to Chapter 249, RSMo, a sewer district known as Cedar Grove Sewer District, and;

WHEREAS, Pursuant to Chapter 70, RSMo, political subdivisions shall have the power to cooperate and contract with governmental units, and;

WHEREAS, The Cedar Grove Sewer District intends to reimburse the City all costs and fees associated with the collection, transportation and treatment of the district's sewerage;

NOW, THEREFORE, in consideration of each of the agreements contained herein, the parties agree as follows:

Definitions:

A. Laterals: The individual sewer line from the dwelling to the sewer main.
1. **Services by City to District.** City shall provide the following services to the District for purposes of providing technical assistance in the administration of the District Board:

   A. Sanitary Sewer Collection, Transportation and Treatment: City of Rolla Public Works Director/City Engineer shall oversee the construction of all sewers and the treatment of district sewerage in accordance with all Federal, State and Local rules and regulations.

      1) The City shall maintain all new sewer mains, manholes and existing sewer interceptor to the district.

      2) The City shall provide treatment of the District's sewerage.

      3) Upon installation, inspection and approval by the City of Rolla Public Works Director/City Engineer the sewer laterals to each sewer user in the District shall be subject to agreement and by laws of the district. The City shall have no further liability for laterals, and the District and individual owners shall hold City harmless.

      4) The City shall have the right to require pretreatment of any users who discharge wastes that require special treatment prior to discharging into the City sewer system on the same manner and to the same extent that pretreatment requirements are imposed on users residing within the city.

      5) The city shall maintain the west access road from Cedar Grove to the pump station in its current or better condition.

   B. Accounting Services: A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:

      1) Prepare and maintain the necessary financial records of the District Board, including appropriate journals and ledgers, using generally accepted accounting principles.

      2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the District Board on the status of its financial position on a semi-annual basis, or as requested.

      3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.

      4) Maintenance and management of all necessary bank accounts.

      5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for District personnel.
6) Provide billing services to the District with annual bills to each individual sewer user of the District with quarterly statements for all applicable sewer user fees and charges as outlined in Section 8 of this Agreement.

7) Pay on behalf of District from District operating reserve account: reimbursements of trustees' expenses including any unpaid sewer fees, insurance, legal fees/expenses, filing fees/expenses, and additional administrative services.

C. Administrative Services: Qualified individuals shall be available at the request of the District Board and/or its agent/employee to accomplish the following tasks:

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

2) Assist the District Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

3) Keep on file all minutes of the District Board meetings and all other pertinent documents for audit purposes.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

D. Technology Services: Qualified individuals shall be available at the request of the District Board and/or its employees to accomplish tasks that are related to Information Technology.

2. The County.

A. The County shall approve all necessary rules and regulations for the proper management and conduct of the business of the District. Upon request of the District, the County will levy and record as necessary special assessments against lots, tracts or parcels of ground in said District, and to issue special tax bills evidencing such assessment.

B. The County does hereby appoint the Director of Public Works/City Engineer of the City as the sewer engineer for the District.
3. The District.

A. District shall supply the City with all needed information in order for the City to completely and thoroughly comply with the requirements of this agreement. District shall pay to City an amount equal to the actual salary and benefits of the District personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 8 of this agreement.

B. In the event of delinquent sewer user fees or assessments, the City shall notify the District, and the District shall authorize the city to file special tax bills on behalf of the district. Said tax bills shall be collected by the City and be applied to the District's operating reserve account.

C. It shall be the District's responsibility to secure all necessary easements before City begins work.

D. Any additional restoration beyond ordinary and customary restoration is the responsibility of the District.

E. District shall maintain a general commercial liability insurance policy with a limit of at least one million dollars and name City as additional insured, the District to provide proof of insurance of said insurance to City before project begins.

F. The District shall maintain a minimum account balance of $1,500.00 in an operating reserve account to cover operating expenses (City shall manage same account on behalf of District). When the balance of said account falls below $1,500.00 a surcharge will be added to all customers' bills to restore said minimum balance (see Section 8 D below).

4. Independent Contractor. Both District and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the District Board shall have the authority to obligate or bind the other without the express written consent of the other party. District personnel shall be under the supervision, direction and control of the District Board and the District Board shall determine compensation to be provided to all District personnel. District personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

5. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by District and in accordance with the MO Sunshine Law.
6. **District to Hold Harmless City.** District will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. District further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

7. **Time of Performance.** City will provide the services described in this agreement for the period commencing ______, 2018 through 2028. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties. This agreement maybe renewed for an additional five (5) year period subject to the mutual agreement of the parties in writing.

8. **Consideration.** The District agrees City shall be paid on a monthly basis, and City shall on behalf of the District bill for services to the individual users as follows:

A. Sanitary Sewer Service shall be paid by the individual users in the District at a rate equal to the rate set by Chapter 35 of the Rolla City Code for basic user rate for non-metered residential Meters. The City shall send bills on behalf of the district to the individual users.

B. An additional 15% of the monthly sewer surcharge fee will be assessed monthly for the City Sewer Operating Fund, which will be added to the bill of the individual users.

C. In addition District shall pay the following amounts for payment in lieu of franchise fee and administrative services (i.e. financial/accounting) to be billed annually 20% of the monthly sewer user fee which will be added to the bill of the individual users.

D. In addition District shall collect the following amounts for the district operating reserve account 15% of the monthly sewer user fee which will be added to the annual bill of the individual users.

E. City shall send annual bills to individual users with quarterly statements. Those bills shall be due within 90 days of receipt, but may be paid quarterly within 30 days after receipt of the quarterly statements.

F. In addition to annual sewer user fees a one-time assessment of $150.00 to establish a $1,500.00 operating fund for the District.
G. Any new Dwelling within the District boundaries shall be accessed a connection fee of $150.00 per single family user and $75.00 per unit in Multi-Family Dwellings.

9. Termination of Agreement. This agreement will terminate 2028, unless extended by Addendum hereto as provided in Section 7; however, City or District may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, District shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

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

11. Compliance with Applicable Law and Regulation. In the City's and District's performance of this agreement each party shall comply with all applicable law and regulation, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

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

13. Authority to Enter into Agreement - Binding Affect. Both City and District have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. Governing Law. This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

15. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by
registered or certified mail, with return receipt requested, addressed, as the case may be
to City at City Hall, PO Box 979, Rolla, Missouri 65402; and to Cedar Grove Sewer
District Board of Directors at PO Box 979, Rolla, Missouri 65402; or to such address as
any party shall designate to the other from time to time, and for billing purposes as
described in Section 8, to be sent directly to individual users at their residence address.

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

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

IN WITNESS WHEREOF, the parties have executed this agreement the day and year
first written above.

CEDAR GROVE
SEWER DISTRICT

Chairman

Attest

PHELPS COUNTY COMMISSION

Presiding Commissioner

Attest
EXHIBIT B
BY-LAWS

CEDAR GROVE SEWER DISTRICT

ARTICLE I
Objectives of the Board

The objectives and purpose of the Cedar Grove Sewer District Board of Trustees (hereinafter referred to as the Board) is to assume short range and long range responsibility for those facilities connected to the municipality operated treatment and to administer to the collection system established, to pay for the user fees, building and maintenance of the sewer collection lines found necessary.

ARTICLE II
Members of the Board of Trustees

The district members shall elect three members to the Board. The terms of the Board shall be staggered as much as is possible to avoid more than two vacancies per year. Upon the first meeting of the Board, the term of two, four and six years will be determined by random drawing.

ARTICLE III
Bonds for Members of the Board of Trustees

All trustees elected for any sewer district formed under the provisions of sections 249.010 to 249.420 shall furnish bond with good and sufficient sureties in favor of the district for the faithful accounting for all funds under their control. Said bond to be satisfactory to and to be approved by the circuit court; such bond shall be in the sum of not less than ten thousand dollars for each trustee. Each treasurer of a board of trustees of any district under sections 249.010 to 249.420 shall, before taking custody of any funds of the district also furnish a bond with good and sufficient sureties in favor of the district in such sum as may be determined from time to time by the board of trustees, depending upon the amount in the custody of the treasurer; such bond shall be satisfactory to and approved by the circuit court; such treasurer shall not expend or pay out any sum of money belonging to the district except upon warrants drawn and authorized by the board of trustees. The premiums on bonds above required shall be paid out of funds in the hands of the board of trustees and shall be regarded as expense of said board.

ARTICLE IV
Failure to Qualify as Trustee

In the event that any trustee elected or appointed under the provisions of sections 249.010 to 249.420 shall fail to qualify as such trustee or fail to take and subscribe his oath or affirmation of office within fifteen days after his election or appointment, then the office of said trustee shall be considered vacant and the vacancy filled as provided in section 249.180.
ARTICLE V
Compensation

Each trustee elected under the provisions of sections 249.010 to 249.420 may be compensated by warrant drawn upon the treasurer of the sewer district corporation in the sum of twenty-five dollars per month for each month that he shall serve after his election and during the period of the construction of sewers. After sewers have been constructed in accordance with original plan and during any period of more than thirty days that the construction of sewers may be delayed or deferred each trustee may be compensated in the sum of ten dollars per month for his services. If the proposition to incur indebtedness, as provided for in section 249.070, fails of adoption the trustees shall receive no compensation. All necessary expenses of the board of trustees or any member of said board incurred in the performance of its or his respective duty or duties under sections 249.010 to 249.420 shall, upon the certificate of the treasurer, filed with the board of trustees, be paid by warrant drawn as aforesaid.

ARTICLE VI
Vacancies on the Board

In the event of any vacancy in the office of trustee caused by death, resignation, refusal to act or in any wise, such vacancy shall be filled by appointment made by the remaining trustee or trustees. In the event the remaining trustees cannot agree upon such appointment within thirty days after such vacancy may have occurred then such vacancy shall be filled by the appointment of the circuit court, and the trustees so appointed shall possess the qualifications for a trustee elected under the provisions of sections 249.010 to 249.420 RSMo. and shall subscribe his/her oath or affirmation as if he had been elected. The trustee or trustees so appointed shall serve until the next election for trustee at which time a trustee shall be elected to fill such vacancy.

ARTICLE VII
Officers of the Board

The trustees within five days after their election and qualification shall meet and organize the board by selection from among their number one to act as president of the board, one to act as treasurer of the board, and one to act as secretary of the board. The officers so selected shall hold office until the next election of trustee or trustees and until a newly constituted board of trustees after an election shall have selected their successors.

PRESIDENT- The President of the board shall preside at all meetings of the board and shall have the duties normally conferred by parliamentary usage of this office, shall sign official notices and certificates; shall call special meetings of the Board; and shall represent the board at all official and unofficial capacities as the need shall arise. The President shall countersign all checks in payment of indebtedness and expenses incurred by the district.

SECRETARY-The Secretary shall keep the minutes and records of the Board; prepare agenda of regular and special meetings with the Chairperson; provide notice of meetings to Board members and to District members; attend to the correspondence of the board and to such other duties as are normally carried out by a secretary.
TREASURER- The Treasurer shall keep acceptable accounting records of the District's cash flow, expenditures and reserves to include billing of District's members and collection of charges. The Treasurer shall present to the annual meeting an annual report of the financial condition of the District to include an Income Statement and Balance Sheet and any budget documents used in the operation of the District. The Treasurer shall establish operating and reserve accounts, using interest bearing accounts when in the best interest of the District, in an FDIC insured financial institution located in Rolla, Missouri, approved by the Board and shall apply for, and maintain annually, all tax numbers, certificates, registrations, or other related items needed to operate the district under Missouri statute. The incumbent of this position shall be authorized to make payment of the annual user fees, and other expenses authorized by the Board, when appropriate and to whom payable.

President Pro Tem- Whenever there shall be a meeting called of the Board and the President is not present by the appointed time, any member of the Board may serve as a Temporary Chairperson by election of the members present. The term of office shall expire upon the arrival of the Chairperson or the adjournment of the meeting.

ARTICLE VIII
Meetings of the Board

Regular meetings will be held on a monthly basis. Notice to Board members of regular meetings shall not be required. A majority of the membership of the Board shall constitute a quorum. When a quorum is not present, the meeting shall be postponed and rescheduled by the presiding officer. Special meetings may be called by the Chairperson. It shall also be the duty of the Chairperson to call such a meeting when requested to do so in writing by two members of the Board or 10 district members. The notice of such a meeting shall specify the purpose of such a meeting and no other business may be considered. The Secretary shall notify all members of the Board in writing, postmarked not less than five days in advance of such special meetings. All Meetings shall be open to the general public, except as otherwise provided by law. In case of an emergency, a quorum of the Board may meet in the most expeditious manner possible, including conference calls, and the Secretary or Assistant Secretary shall provide to the Board, minutes and decisions of such meetings at the next regular Board meeting. At no time shall the Board conduct business without making minutes that shall be kept by the Secretary in the District's files. In all proceedings under sections 249.010 to 249.420 RSMo. At all meetings of the board of trustees the vote of two of the trustees shall be sufficient and all lawful actions in pursuance of a vote of two trustees shall be deemed the act of the sewer district.

ARTICLE IX
Public Hearings before the Board

The Board may, at its discretion, hold public hearings when it deems that such hearings will be in the public interest. Notice of such hearings shall be published at least twice in a newspaper of general circulation, the first publication being at least fifteen (15) days prior to the hearing and the last publication being not less than five (5) days prior to the hearing. The case before the Board shall be presented in summary by the Secretary or designated member of the Board and parties in interest shall have an opportunity to be heard. The Chairperson, with the consent of the majority of the Board, can establish time limits for proponents and opponents.

ARTICLE X
Employees of the District

The Board may from time to time employ temporary or full time staff including but not limited to clerks, assistants and engineers, as may be deemed by the Board necessary to discharge the business and purposes of the district. Such employment must be made by the Board without dissent. Contractors and their employees shall not be considered as employees of the District. The board of trustees shall within thirty days after organizing, employ an attorney to act for the district and to advise such board. Such employment shall be evidenced by an agreement, in writing, which shall, as far as possible, specify the exact amount to be paid to said attorney for all services and expenses. Such attorney shall conduct all legal proceedings and suits in court where the district is a party or interested and shall in all legal matters advise the district and the board, and generally look after and attend to all matters of legal nature for said board and district. The attorney shall serve at the pleasure of the board and his compensation shall be fixed by the board not to exceed two hundred and fifty dollars per month.

ARTICLE XI
Conflict of Interest

Any Trustee may disqualify himself with respect to any matter before the Board on the grounds of conflict of interest, in which case he shall not vote or influence the vote on such matters. However, nothing contained herein shall prohibit a disqualified member from providing information regarding or relating to such matter, at the Board’s request. No Trustee shall be disqualified by the Board, as to any matter, on the grounds that such Trustee has or may have a conflict of interest. However, the Trustee who has or may have a conflict of interest must disclose the nature of the conflict to the Board and request the Board to express approval or disapproval to aid the Trustee in deciding whether or not to disqualify himself.

ARTICLE XII
District Advisory Boards

An Advisory Board (as provided by state statute), if such exists, shall be kept informed as to all phases of the planning and operations of the District and for sub-Districts, and shall make such recommendations to the board as it deems advisable with regards to the construction and operation of the sewers and facilities of the District and sub-Districts.

ARTICLE XIII
District Elections

Voting rights are restricted to district members on the basis of one vote per user fee paid. If a district membership is held in joint tenancy then the related parties shall notify the Secretary at the annual meeting how the membership vote will be cast: one whole vote or two half votes, providing for two tenants to cast equal shares of one vote; and no other splitting of votes shall be permitted under these by-laws. Corporations shall notify the Secretary in writing at the annual meeting of its designated representative and shall have votes based upon the aforementioned basis of membership. Regular elections will be held in May and District members may submit nominations for the Board vacancy to the Secretary in writing, postmarked or received by the Secretary no later than April 15th, annually. The Secretary shall collect from the District members all nominations, prepare a ballot and mail the ballot to each district member on the register of district membership within five (5) days or not later than
April 20th, annually. Each district member shall deliver his ballot to the Secretary, by mail or in person at the annual district membership meeting. The ballots shall be counted by the Board, or its designees, at the annual meeting of district membership and the election certified to the Phelps County Commissioners immediately following the annual district membership meeting. The ballots and election results shall be maintained by the Secretary for one year from the date of any regular or special election. Special elections shall be held at the direction of the board as necessary. The annual district membership meeting shall be held the second Tuesday of May, annually. Notice of the time and place of the annual district membership meeting shall be established by the Board and the Secretary shall notify the membership in writing at the time the ballots are disseminated to the membership as heretofore stated.

ARTICLE XIV
Billing Practices

Annual fees when prorated to the month shall be rounded to the next higher whole cent. The monthly user rate will be billed on the first of each month and shall be due and payable on or before the 10th of each month, and shall be delinquent if not received by the Treasurer before the 11th of each month. The board shall cause to effect a delinquency charge for all delinquent accounts of five dollars ($5.00) per month for each month the account is delinquent, subject to any restrictions of Missouri statute requiring a lessor delinquency rate/charge. Mailed payments will be deemed received based upon the postmark date. When members are operating a business and also being billed for a residence, the billing will be separate from each other. Those members operating a rental property shall receive separate bills for each unit in the rental. A dishonored check, submitted for payment for a billing, will be considered as a delinquent account. Renters will not be individually billed, but in all instances the landlord shall be ultimately responsible for the delinquencies, if any. On all billings the user fees, incidental and/or maintenance fees, or any other fees shall be broken down and expressed separately.

ARTICLE XV
Fees

The Board shall calculate, from time to time, the necessary fees required by the district to operate, maintain and construct district facilities. Additionally, the Board shall fix the base user fees in accordance with Chapter 35 of the Rolla City Code - Sewers and Water, as from time to time amended by the City Council of Rolla, Missouri. The Board shall have the power to enact fee changes as necessary to assure that the operations of the district shall not be disrupted under the provisions of Article XII. The following tables of annual sewer user fees has been extracted from Chapter 35 of the Rolla City Code- Sewers and Water and are included in these by-laws as a guideline for final Board approval and action:

<table>
<thead>
<tr>
<th>Category</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residence</td>
<td>$365.40</td>
</tr>
<tr>
<td>Apartment Unit</td>
<td>$365.40</td>
</tr>
<tr>
<td>Single Facility or Multiple Rental, Comm</td>
<td>$365.40</td>
</tr>
<tr>
<td>Assembly Use, Commercial (Comm.)</td>
<td>$365.40</td>
</tr>
</tbody>
</table>
ARTICLE XVI
Additional Fees

Upon Approval of these By-Laws by the Phelps County Commissioners the district will bill its members five ($5.00) dollars per month to create a reserve fund. The Reserve Fund Fee may be discontinued by Board action, when in the opinion of the Board it is not required to sustain district operations. Amortization, maintenance and/or incidental fees may be directed by the Board from time to time, and based upon the specific financial needs of the district. Notification of these fees, and any change in these fees, shall be presented to the district membership at least thirty (30) days in advance of any proposed change. However, during periods of emergency the Board may adopt fee changes provided herein aforesaid.

ARTICLE XVII
Duties of District Members

District members should immediately report to the board member any malfunction of the sewer system. Those renting apartments or commercial space within the district should report any malfunction to the district or to the landlord, whereupon the landlord shall report the malfunction to the district. Any change in ownership shall be reported to the Secretary/Treasurer on or before the transfer of fees simple title.

ARTICLE XVIII
Amendments to the By-laws

These by-laws may be amended from time to time, or repealed, by a majority vote of the Board of Trustees, without dissent, provided that the proposed action has been announced at the previous board meeting and written notification of the proposed amendment has been mailed to Board members and District members ten (10) days prior to the meeting on which Board action is to be taken. These by-laws can be amended at the annual district membership meeting by a 2/3 vote of the membership present. Any change of the by-laws by the membership shall require that the proposed amendment by submitted in writing to the Secretary and confirmed by a simple majority of those district member users before March 15th, annually.
EXHIBIT C
DESCRIPTION
Cedar Grove Sewer District Boundary

A fractional part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 37 North, Range 8 West of the 5th P.M. described as follows: Beginning at the Southeast Corner of the Southeast Quarter of the Northeast Quarter of said Section 15; thence North, 120.00 feet along the East line of said Southeast Quarter of the Northeast Quarter to the West line of Lot 1 of MORGAN'S HILL SUBDIVISION, Rolla, Missouri; thence North 73°33' West, 134.35 feet, and, North 2°12'50" East, 103.17 feet, and, South 78°07'40" East, 123.55 feet, all along said West line to the aforesaid East line of the Southeast Quarter of Northeast Quarter; thence North, 137.6 feet along said East line to the North right of way of Cedar Grove Road; thence northwesterly, 208.6 feet along said North right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2008-6749; thence North, 250.81 feet along the East line of said Document No. 2008-6749 parcel to its northeast corner; thence northwesterly, 75.15 feet along the North line of said Document No. 2008-6749 parcel to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2009-3449; thence northwesterly, 110.16 feet along the North line of said Document No. 2009-3449 parcel to its northwest corner; thence southwesterly, 247.12 feet along the West line of said Document No. 2009-3449 parcel to the aforesaid North right of way of Cedar Grove Road; thence northwesterly, 240.15 feet along said North right of way to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2008-8082; thence northeasterly, 260.04 feet along the East line of said Document No. 2008-8082 parcel to its northeast corner; thence northwesterly, 130.38 feet along the North line of said Document No. 2008-8082 parcel to its northwest corner; thence southwesterly, 327.1 feet along the West line of said Document No. 2008-8082 parcel and its extension to the South right of way of the aforesaid Cedar Grove Road; thence southeasterly along said South right of way to the northwest corner of a parcel described in Phelps County Deed Records at Book 360, Page 33; thence southwesterly, 125.00 feet along the West line of said Book 360, Page 33 parcel to the northwest corner of a parcel described in Phelps County Deed Records at Document No. 2014-0247; thence South, 420.30 feet along the West line of said Document No. 2014-0247 parcel to the South line of the aforesaid Southeast Quarter of the Northeast Quarter; thence East, 717.00 feet along said South line to the point of beginning.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance – Final Reading

ITEM/SUBJECT: Shady Oaks Sewer District
Sewer Use Agreement

BUDGET APPROPRIATION (IF APPLICABLE)

COMMENTARY: Attached is the modified sewer use agreement for the Cedar Grove Sewer District. Also attached are new bylaws for the district which comply with current state statutes.

This district has been receiving city sewer services since the mid 1980's. We have an agreement in place now which provides the district with treatment only. This new agreement proposes to make the district a full sewer use customer of the city. We would provide for the collection system, treatment and billing.

This new agreement has been fashioned after the College Hills West Sewer District passed in late 2017. We will provide billing services to the individual district members. The sewer user rate for these individual district members will be at 1.50 times the city resident user rate. It also includes a one time fee of $600 to build a reserve. The district will maintain a $8,500 minimum in reserves to cover any delinquent district member sewer fees.

The attached Ordinance would authorize the Mayor to enter into the agreement and approve the new district bylaws and boundaries. The Shady Oaks Sewer District Board has approved the attached agreement, by-laws and boundaries.

Staff recommends approval.

ITEM NO. 

DATE: 05/07/18
ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SEWER USE AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, PHELPS COUNTY COMMISSION AND THE SHADY OAKS SEWER DISTRICT.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri a sewer use agreement between the City of Rolla, Missouri, Phelps County Commission and the Shady Oaks Sewer District, a copy of said agreement being attached hereto and marked Exhibit “A”.

Section 2: The City Council of City of Rolla, Missouri hereby approves and acknowledges the sewer district by-laws as attached and marked Exhibit “B”.

Section 3: The City Council of City of Rolla, Missouri hereby approves and acknowledges new district boundaries for the Shady Oaks Sewer District as attached and marked Exhibit “C”.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 7th DAY OF MAY 2018.

APPROVED:

__________________________
MAYOR

ATTEST:

__________________________
CITY CLERK

APPROVED AS TO FORM:

__________________________
CITY COUNSELOR

V. D. a.
SEWER USE AGREEMENT

Date of Document: ________________________________

Grantor: Shady Oaks Sewer District

Grantee: City of Rolla

Mailing Address: PO Box 979, Rolla, MO 65402

Legal Description: Shady Oaks Sewer District

Reference Book and Page(s): ________________________________
EXHIBIT A

SEWER USE AGREEMENT
by and between
SHADY OAKS SEWER DISTRICT
and
THE CITY OF ROLLA
and
THE COMMISSIONERS OF PHELPS COUNTY

This Agreement is made and entered into on the _day of________, 2018 by and between the Shady Oaks Sewer District, Rolla, Missouri, hereinafter referred to as "District", the City of Rolla, hereinafter referred to as "City" and The Commissioners of Phelps County, Missouri, hereinafter referred as County.

WITNESSETH, That

WHEREAS, The Phelps County Commissioners desire to promote the public health and welfare of the citizens of Phelps County, Missouri, and;

WHEREAS, The Phelps County Commission established by Resolution on June 25, 1985 pursuant to Chapter 249, RSMo, a sewer district known as Shady Oaks Sewer District, and;

WHEREAS, Pursuant to Chapter 70, RSMo, political subdivisions shall have the power to cooperate and contract with governmental units, and;

WHEREAS, The Shady Oaks Sewer District intends to reimburse the City all costs and fees associated with the collection, transportation and treatment of the district's sewerage;

NOW, THEREFORE, in consideration of each of the agreements contained herein, the parties agree as follows:

Definitions:

A. Laterals: The individual sewer line from the dwelling to the sewer main.
1. **Services by City to District.** City shall provide the following services to the District for purposes of providing technical assistance in the administration of the District Board:

   A. **Sanitary Sewer Collection, Transportation and Treatment:** City of Rolla Public Works Director/CityEngineer shall oversee the construction of all sewers and the treatment of district sewerage in accordance with all Federal, State and Local rules and regulations.

   1) The City shall maintain all new sewer mains, manholes and existing sewer interceptor to the district.

   2) The City shall provide treatment of the District's sewerage.

   3) Upon installation, inspection and approval by the City of Rolla Public Works Director/CityEngineer the sewer laterals to each sewer user in the District shall be subject to agreement and by laws of the district. The City shall have no further liability for laterals, and the District and individual owners shall hold City harmless.

   4) The City shall have the right to require pretreatment of any users who discharge wastes that require special treatment prior to discharging into the City sewer system on the same manner and to the same extent that pretreatment requirements are imposed on users residing within the city.

   B. **Accounting Services:** A qualified accountant and his/her assistants shall be provided to accomplish the following tasks:

   1) Prepare and maintain the necessary financial records of the District Board, including appropriate journals and ledgers, using generally accepted accounting principles.

   2) Prepare financial statements (Balance Sheet and Statement of Revenues and Expenditures) and report to the District Board on the status of its financial position on a semi-annual basis, or as requested.

   3) Prepare for submission the necessary reports required of governmental/not-for-profit boards and employers to the Internal Revenue Service, if necessary.

   4) Maintenance and management of all necessary bank accounts.

   5) Prepare payroll, W-2 and 1099s and related responsibilities, including the monthly completion of Federal and FICA tax deposits and quarterly reporting, for District personnel.

   6) Provide billing services to the District with annual bills to each individual sewer user of the District with quarterly statements for all applicable sewer user fees and charges as outlined in Section 8 of this Agreement.

   7) Pay on behalf of District from District operating reserve account: reimbursements of trustees' expenses including any unpaid sewer fees,
insurance, legal fees/expenses, filing fees/expenses, and additional administrative services.

C. Administrative Services: Qualified individuals shall be available at the request of the District Board and/or its agent/employee to accomplish the following tasks:

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

2) Assist the District Board in the preparation and publication of agendas and any other materials necessary or required for those meetings, including telephone/e-mail verification of members attending. This is in reference to financial, risk management and human resource matters.

3) Keep on file all minutes of the District Board meetings and all other pertinent documents for audit purposes.

4) Preparation of any desired correspondence and mailings.

5) Assist in various human resource and risk management functions, as needed.

D. Technology Services: Qualified individuals shall be available at the request of the District Board and/or its employees to accomplish tasks that are related to Information Technology.

2. The County.

A. The County shall approve all necessary rules and regulations for the proper management and conduct of the business of the District. Upon request of the District, the County will levy and record as necessary special assessments against lots, tracts or parcels of ground in said District, and to issue special tax bills evidencing such assessment.

B. The County does hereby appoint the Director of Public Works/ City Engineer of the City as the sewer engineer for the District.

3. The District.

A. District shall supply the City with all needed information in order for the City to completely and thoroughly comply with the requirements of this agreement. District shall pay to City an amount equal to the actual salary and benefits of the District personnel, both full and part time, whose employment will be consistent with the rights and privileges of all City employees, except as otherwise provided by this agreement. The compensation provided in this paragraph shall be in addition to the consideration provided for in Section 8 of this agreement.
B. In the event of delinquent sewer user fees or assessments, the City shall notify the District, and the District shall authorize the city to file special tax bills on behalf of the district. Said tax bills shall be collected by the City and be applied to the District's operating reserve account.

C. It shall be the District's responsibility to secure all necessary easements before City begins work.

D. Any additional restoration beyond ordinary and customary restoration is the responsibility of the District.

E. District shall maintain a general commercial liability insurance policy with a limit of at least one million dollars and name City as additional insured, the District to provide proof of insurance of said insurance to City before project begins.

F. The District shall maintain a minimum account balance of $8,500.00 in an operating reserve account to cover operating expenses (City shall manage same account on behalf of District). When the balance of said account falls below $8,500.00 a surcharge will be added to all customers' bills to restore said minimum balance (see Section 8 D below).

4. Independent Contractor. Both District and City agree that City and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither City nor the District Board shall have the authority to obligate or bind the other without the express written consent of the other party. District personnel shall be under the supervision, direction and control of the District Board and the District Board shall determine compensation to be provided to all District personnel. District personnel shall be deemed to be employees of City only for purposes of payroll and compensation-related purposes as provided in this agreement.

5. Confidential Information. City agrees that any information received by City and its employees and representatives during the term of this agreement, and at any time thereafter, will be treated by City in full confidence when so determined by District and in accordance with the MO Sunshine Law.

6. District to Hold Harmless City. District will hold harmless the City and its agents, employees, and representatives from all liability and claims of liability arising out of or incident to City's performance of its obligations under this agreement, excepting intentional misconduct or negligence of City. District further warrants and agrees that all data and information provided to City in conjunction with City's performance of its obligations hereunder, is true and correct.

V. D. 7.
7. **Time of Performance.** City will provide the services described in this agreement for the period commencing _______, 2018 through 2028. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties. This agreement maybe renewed for an additional five (5) year period subject to the mutual agreement of the parties in writing.

8. **Consideration.** The District agrees City shall be paid on a monthly basis, and City shall on behalf of the District bill for services to the individual users as follows:

A. Sanitary Sewer Service shall be paid by the individual users in the District at a rate equal to the rate set by Chapter 35 of the Rolla City Code for basic user rate for non-metered residential Meters. The City shall send bills on behalf of the district to the individual users.

B. Multi-Family units may install a City approved single water meter at the owner’s expense. The owner shall be required to submit monthly meter readings to the City. The Sanitary Sewer Service rate shall be equal to the meter rate set by Chapter 35 of the Rolla City Code.

C. An additional 15% of the monthly sewer surcharge fee will be assessed monthly for the City Sewer Operating Fund, which will be added to the bill of the individual users.

D. In addition District shall pay the following amounts for payment in lieu of franchise fee and administrative services (i.e. financial/accounting) to be billed annually 20% of the monthly sewer user fee which will be added to the bill of the individual users.

E. In addition District shall collect the following amounts for the district operating reserve account 15% of the monthly sewer user fee which will be added to the annual bill of the individual users.

F. City shall send annual bills to individual users with quarterly statements. Those bills shall be due within 90 days of receipt, but may be paid quarterly within 30 days after receipt of the quarterly statements.

G. In addition to annual sewer user fees a one-time assessment of $600.00 per single family user and $300 per unit in Multi-Family Dwellings.

The one-time assessment is necessary to:

a. Provide $27,000.00 to rehabilitate the sewer main by slip lining on County Road 5090.

b. Establish an $8,500.00 operating fund for District.
H. Any new Dwelling within the District boundaries shall be accessed a connection fee of $600.00 per single family user and $300.00 per unit in Multi-Family Dwellings.

I. District users will have the option of paying the assessment in 10 annual payments at 8% interest as shown on the sample payment schedule on Exhibit "B".

9. **Termination of Agreement.** This agreement will terminate 2028, unless extended by Addendum hereto as provided in Section 7; however, City or District may terminate this contract without cause by giving the other party not less than ninety (90) days written notice thereof. In the event of termination prior to completion of the project, District shall pay the cost of services rendered by City and expenses incurred in the performance of this agreement to the effective date of termination.

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

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

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

13. **Authority to Enter into Agreement - Binding Affect.** Both City and District have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.
15. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered or certified mail, with return receipt requested, addressed, as the case may be to City at City Hall, PO Box 979, Rolla, Missouri 65402; and to Shady Oaks Sewer District Board of Directors at PO Box 979, Rolla, Missouri 65402; or to such address as any party shall designate to the other from time to time, and for billing purposes as described in Section 8, to be sent directly to individual users at their residence address.

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

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

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

SHADY OAKS SEWER DISTRICT

Chairman

Attest

PHELPS COUNTY COMMISSION

Presiding Commissioner

Attest

CITY OF ROLLA, MO

Mayor

Attest

V. D. 10.
EXHIBIT B

BY-LAWS

SHADY OAKS SEWER DISTRICT

ARTICLE I
Objectives of the Board

The objectives and purpose of the Shady Oaks Sewer District Board of Trustees (hereinafter referred to as the Board) is to assume short range and long range responsibility for those facilities connected to the municipality operated treatment and to administer to the collection system established, to pay for the user fees, building and maintenance of the sewer collection lines found necessary.

ARTICLE II
Members of the Board of Trustees

The district members shall elect three members to the Board. The terms of the Board shall be staggered as much as is possible to avoid more than two vacancies per year. Upon the first meeting of the Board, the term of two, four and six years will be determined by random drawing.

ARTICLE III
Bonds for Members of the Board of Trustees

All trustees elected for any sewer district formed under the provisions of sections 249.010 to 249.420 shall furnish bond with good and sufficient sureties in favor of the district for the faithful accounting for all funds under their control. Said bond to be satisfactory to and to be approved by the circuit court; such bond shall be in the sum of not less than ten thousand dollars for each trustee. Each treasurer of a board of trustees of any district under sections 249.010 to 249.420 shall, before taking custody of any funds of the district also furnish a bond with good and sufficient sureties in favor of the district in such sum as may be determined from time to time by the board of trustees, depending upon the amount in the custody of the treasurer; such bond shall be satisfactory to and approved by the circuit court; such treasurer shall not expend or pay out any sum of money belonging to the district except upon warrants drawn and authorized by the board of trustees. The premiums on bonds above required shall be paid out of funds in the hands of the board of trustees and shall be regarded as expense of said board.

ARTICLE IV
Failure to Qualify as Trustee

In the event that any trustee elected or appointed under the provisions of sections 249.010 to 249.420 shall fail to qualify as such trustee or fail to take and subscribe his oath or affirmation of office within fifteen days after his election or appointment, then the office of said trustee shall
be considered vacant and the vacancy filled as provided in section 249.180.

ARTICLE V
Compensation

Each trustee elected under the provisions of sections 249.010 to 249.420 may be compensated by warrant drawn upon the treasurer of the sewer district corporation in the sum of twenty-five dollars per month for each month that he shall serve after his election and during the period of the construction of sewers. After sewers have been constructed in accordance with original plan and during any period of more than thirty days that the construction of sewers may be delayed or deferred each trustee may be compensated in the sum of ten dollars per month for his services. If the proposition to incur indebtedness, as provided for in section 249.070, fails of adoption the trustees shall receive no compensation. All necessary expenses of the board of trustees or any member of said board incurred in the performance of its or his respective duty or duties under sections 249.010 to 249.420 shall, upon the certificate of the treasurer, filed with the board of trustees, be paid by warrant drawn as aforesaid.

ARTICLE VI
Vacancies on the Board

In the event of any vacancy in the office of trustee caused by death, resignation, refusal to act or in any wise, such vacancy shall be filled by appointment made by the remaining trustee or trustees. In the event the remaining trustees cannot agree upon such appointment within thirty days after such vacancy may have occurred then such vacancy shall be filled by the appointment of the circuit court, and the trustees so appointed shall possess the qualifications for a trustee elected under the provisions of sections 249.010 to 249.420 RSMo. and shall subscribe his/her oath or affirmation as if he had been elected. The trustee or trustees so appointed shall serve until the next election for trustee at which time a trustee shall be elected to fill such vacancy.

ARTICLE VII
Officers of the Board

The trustees within five days after their election and qualification shall meet and organize the board by selection from among their number one to act as president of the board, one to act as treasurer of the board, and one to act as secretary of the board. The officers so selected shall hold office until the next election of trustee or trustees and until a newly constituted board of trustees after an election shall have selected their successors.

PRESIDENT- The President of the board shall preside at all meetings of the board and shall have the duties normally conferred by parliamentary usage of this office, shall sign official notices and certificates; shall call special meetings of the Board; and shall represent the board at all official and unofficial capacities as the need shall arise. The President shall countersign all checks in payment of indebtedness and expenses incurred by the district.

SECRETARY-The Secretary shall keep the minutes and records of the Board; prepare agenda of regular and special meetings with the Chairperson; provide notice of meetings to Board members and to District members; attend to the correspondence of the board and to such other duties as are normally carried out by a secretary.
TREASURER- The Treasurer shall keep acceptable accounting records of the District’s cash flow, expenditures and reserves to include billing of District’s members and collection of charges. The Treasurer shall present to the annual meeting an annual report of the financial condition of the District to include an Income Statement and Balance Sheet and any budget documents used in the operation of the District. The Treasurer shall establish operating and reserve accounts, using interest bearing accounts when in the best interest of the District, in an FDIC insured financial institution located in Rolla, Missouri, approved by the Board and shall apply for, and maintain annually, all tax numbers, certificates, registrations, or other related items needed to operate the district under Missouri statute. The incumbent of this position shall be authorized to make payment of the annual user fees, and other expenses authorized by the Board, when appropriate and to whom payable.

President Pro Tem- Whenever there shall be a meeting called of the Board and the President is not present by the appointed time, any member of the Board may serve as a Temporary Chairperson by election of the members present. The term of office shall expire upon the arrival of the Chairperson or the adjournment of the meeting.

ARTICLE VIII
Meetings of the Board

Regular meetings will be held on a monthly basis. Notice to Board members of regular meetings shall not be required. A majority of the membership of the Board shall constitute a quorum. When a quorum is not present, the meeting shall be postponed and rescheduled by the presiding officer. Special meetings may be called by the Chairperson. It shall also be the duty of the Chairperson to call such a meeting when requested to do so in writing by two members of the Board or 10 district members. The notice of such a meeting shall specify the purpose of such a meeting and no other business may be considered. The Secretary shall notify all members of the Board in writing, postmarked not less than five days in advance of such special meetings. All Meetings shall be open to the general public, except as otherwise provided by law. In case of an emergency, a quorum of the Board may meet in the most expeditious manner possible, including conference calls, and the Secretary or Assistant Secretary shall provide to the Board, minutes and decisions of such meetings at the next regular Board meeting. At no time shall the Board conduct business without making minutes that shall be kept by the Secretary in the District’s files. In all proceedings under sections 249.010 to 249.420 RSMo. At all meetings of the board of trustees the vote of two of the trustees shall be sufficient and all lawful actions in pursuance of a vote of two trustees shall be deemed the act of the sewer district.

ARTICLE IX
Public Hearings before the Board

The Board may, at its discretion, hold public hearings when it deems that such hearings will be in the public interest. Notice of such hearings shall be published at least twice in a newspaper of general circulation, the first publication being at least fifteen (15) days prior to the hearing and the last publication being not less than five (5) days prior to the hearing. The case before the Board shall be presented in summary by the Secretary or designated member of the Board and parties in interest shall have an opportunity to be heard. The Chairperson, with the consent of the majority of the Board, can establish time limits for proponents and opponents.
ARTICLE X
Employees of the District

The Board may from time to time employ temporary or full time staff including but not limited to clerks, assistants and engineers, as may be deemed by the Board necessary to discharge the business and purposes of the district. Such employment must be made by the Board without dissent. Contractors and their employees shall not be considered as employees of the District. The board of trustees shall within thirty days after organizing, employ an attorney to act for the district and to advise such board. Such employment shall be evidenced by an agreement, in writing, which shall, as far as possible, specify the exact amount to be paid to said attorney for all services and expenses. Such attorney shall conduct all legal proceedings and suits in court where the district is a party or interested and shall in all legal matters advise the district and the board, and generally look after and attend to all matters of legal nature for said board and district. The attorney shall serve at the pleasure of the board and his compensation shall be fixed by the board not to exceed two hundred and fifty dollars per month.

ARTICLE XI
Conflict of Interest

Any Trustee may disqualify himself with respect to any matter before the Board on the grounds of conflict of interest, in which case he shall not vote or influence the vote on such matters. However, nothing contained herein shall prohibit a disqualified member from providing information regarding or relating to such matter, at the Board's request. No Trustee shall be disqualified by the Board, as to any matter, on the grounds that such Trustee has or may have a conflict of interest. However, the Trustee who has or may have a conflict of interest must disclose the nature of the conflict to the Board and request the Board to express approval or disapproval to aid the Trustee in deciding whether or not to disqualify himself.

ARTICLE XII
District Advisory Boards

An Advisory Board (as provided by state statute), if such exists, shall be kept informed as to all phases of the planning and operations of the District and/or sub-Districts, and shall make such recommendations to the board as it deems advisable with regards to the construction and operation of the sewers and facilities of the District and/or sub-Districts.

ARTICLE XIII
District Elections

Voting rights are restricted to district members on the basis of one vote per user fee paid. If a district membership is held in joint tenancy then the related parties shall notify the Secretary at the annual meeting how the membership vote will be cast: one whole vote or two half votes, providing for two tenants to cast equal shares of one vote; and no other splitting of votes shall be permitted under these by-laws. Corporations shall notify the Secretary in writing at the annual meeting of its designated representative and shall have votes based upon the aforementioned basis of membership. Regular elections will be held in May and District members may submit nominations for the Board vacancy to the Secretary in writing, postmarked or received by the Secretary no later than April 15th, annually. The Secretary shall collect from the District members all nominations, prepare a ballot and mail the ballot to

\[ V. \ 6.14. \]
each district member on the register of district membership within five (5) days or not later than April 20th, annually. Each district member shall deliver his ballot to the Secretary, by mail or in person at the annual district membership meeting. The ballots shall be counted by the Board, or its designees, at the annual meeting of district membership and the election certified to the Phelps County Commissioners immediately following the annual district membership meeting. The ballots and election results shall be maintained by the Secretary for one year from the date of any regular or special election. Special elections shall be held at the direction of the Board as necessary. The annual district membership meeting shall be held the second Tuesday of May, annually. Notice of the time and place of the annual district membership meeting shall be established by the Board and the Secretary shall notify the membership in writing at the time the ballots are disseminated to the membership as heretofore stated.

ARTICLE XIV
Billing Practices

Annual fees when prorated to the month shall be rounded to the next higher whole cent. The monthly user rate will be billed on the first of each month and shall be due and payable on or before the 10th of each month, and shall be delinquent if not received by the Treasurer before the 11th of each month. The board shall cause to effect a delinquency charge for all delinquent accounts of five dollars ($5.00) per month for each month the account is delinquent, subject to any restrictions of Missouri statute requiring a lessor delinquency rate/charge. Mailed payments will be deemed received based upon the postmark date. When members are operating a business and also being billed for a residence, the billing will be separate from each other. Those members operating a rental property shall receive separate bills for each unit in the rental. A dishonored check, submitted for payment for a billing, will be considered as a delinquent account. Renters will not be individually billed, but in all instances the landlord shall be ultimately responsible for the delinquencies, if any. On all billings the user fees, incidental and/or maintenance fees, or any other fees shall be broken down and expressed separately.

ARTICLE XV
Fees

The Board shall calculate, from time to time, the necessary fees required by the district to operate, maintain and construct district facilities. Additionally, the Board shall fix the base user fees in accordance with Chapter 35 of the Rolla City Code - Sewers and Water, as from time to time amended by the City Council of Rolla, Missouri. The Board shall have the power to enact fee changes as necessary to assure that the operations of the district shall not be disrupted under the provisions of Article XII. The following tables of annual sewer user fees has been extracted from Chapter 35 of the Rolla City Code- Sewers and Water and are included in these by-laws as a guideline for final Board approval and action:

<table>
<thead>
<tr>
<th>Category</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residence</td>
<td>$365.40</td>
</tr>
<tr>
<td>Apartment Unit</td>
<td>$365.40</td>
</tr>
<tr>
<td>Single Facility or Multiple Rental, Comm</td>
<td>$365.40</td>
</tr>
<tr>
<td>Assembly Use, Commercial (Comm.)</td>
<td>$365.40</td>
</tr>
</tbody>
</table>

V. J. 15.
ARTICLE XVI
Additional Fees

Upon Approval of these By-Laws by the Phelps County Commissioners the district will bill its members five ($5.00) dollars per month to create a reserve fund. The Reserve Fund Fee may be discontinued by Board action, when in the opinion of the Board it is not required to sustain district operations. Amortization, maintenance and/or incidental fees may be directed by the Board from time to time, and based upon the specific financial needs of the district. Notification of these fees, and any change in these fees, shall be presented to the district membership at least thirty (30) days in advance of any proposed change. However, during periods of emergency the Board may adopt fee changes provided herein aforesaid.

ARTICLE XVII
Duties of District Members

District members should immediately report to the board member any malfunction of the sewer system. Those renting apartments or commercial space within the district should report any malfunction to the district or to the landlord, whereupon the landlord shall report the malfunction to the district. Any change in ownership shall be reported to the Secretary/Treasurer on or before the transfer of fees simple title.

ARTICLE XVIII
Amendments to the By-laws

These by-laws may be amended from time to time, or repealed, by a majority vote of the Board of Trustees, without dissent, provided that the proposed action has been announced at the previous board meeting and written notification of the proposed amendment has been mailed to Board members and District members ten (10) days prior to the meeting on which Board action is to be taken. These by-laws can be amended at the annual district membership meeting by a 2/3 vote of the membership present. Any change of the by-laws by the membership shall require that the proposed amendment by submitted in writing to the Secretary and confirmed by a simple majority of those district member users before March 15th, annually.
EXHIBIT C

DESCRIPTION
Shady Oaks Sewer District Boundary

A fractional part of the Southeast Quarter, and, a fractional part of the Southwest Quarter of Section 23, AND, a fractional part of the Southwest Quarter of Section 24, ALL in Township 37 North, Range 8 West of the 5th P.M. described as follows: Beginning at the Northwest Corner of the Southwest Quarter of said Section 24; thence South, 668.8 feet along the West line of said Southwest Quarter to the southwest corner of a parcel described in Phelps County Deed Records at 2012-2339; thence East, 210.0 feet along the South line of said Document No. 2012-2339 parcel and its extension to the centerline of Phelps County Road 5070; thence North along said centerline to the centerline of Phelps County Road 5010; thence southeasterly along said centerline to a point lying north of the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2012-6733; thence South along the East line of said Document No. 2012-6733 parcel and its extension to the South line of the aforesaid Southwest Quarter; thence West along said South line to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2017-5161; thence North, 480.0 feet along the East line of said Document No. 2017-5161 parcel; thence West, 395.8 feet to the East line of the aforesaid Southeast Quarter of Section 23; thence North, 177.6 feet along said East line to the northeast corner of a parcel described in Phelps County Deed Records at Document No. 2011-4125; thence West, 871.7 feet along the North line of said Document No. 2011-4125 parcel and along the North line of a parcel described in Phelps County Deed Records at Document No. 2008-4522 and along the North line of a parcel described in Phelps County Deed Records at Document No. 2017-2052 to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 1999-4682; thence North, 208.7 feet along the East line of said Document No. 1999-4682 parcel to its northeast corner; thence West, 126.1 feet along the North line of said Document No. 1999-4682 parcel to the southeast corner of a parcel described in Phelps County Deed Records at Document No. 2002-2659; thence North, 443.3 feet along the East line of said Document No. 2002-2659 parcel to its northeast corner; thence West, 333.1 feet along the North line of said Document No. 2002-2659 parcel and its extension to the West line of the East Half of the Southeast Quarter of the aforesaid Section 23; thence North along said East line to the southeast corner of the North Half of the Northwest Quarter of the Southwest Quarter of said Section 23; thence West along the South line of said North Half of the Northwest Quarter of the Southwest Quarter to the East right of way of U.S. Highway 63; thence North along said East right of way to the North line of the Northeast Quarter of the Southwest Quarter of said Section 23; thence East along said North line and along the North line of the aforesaid Southeast Quarter of Section 23 to the point of beginning.
Attended is an ordinance authorizing the Mayor to enter into a Pedestrian Bridge License Agreement with the Missouri Highway & Transportation Commission. This will allow the City to install and maintain a pedestrian bridge over I-44 near E highway. MoDOT has agreed to provide $500,000 toward the construction of this bridge. The Move Rolla TDD has agreed to pay the remainder of the costs.

Attached is a copy of the License Agreement and the conceptual bridge memo prepared by HNTB and Archer-Elgin.

Staff requests final reading and recommends approval of the ordinance.
ORDINANCE NO. ____________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PEDESTRIAN BRIDGE LICENSE AGREEMENT.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission for Pedestrian Bridge License Agreement, a copy of said agreement being attached hereto and marked Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 7th DAY OF MAY 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PEDESTRIAN BRIDGE LICENSE AGREEMENT

THIS AGREEMENT is entered into by the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (the "Commission"), acting for and on behalf of its subordinate MISSOURI DEPARTMENT OF TRANSPORTATION ("MoDOT"); and the City of Rolla, Missouri, (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains Interstate 44 (I-44), including its associated structures and fixtures such as bridges, as part of the State Highway System in Phelps County, Missouri; and

WHEREAS, the City proposes to construct a Pedestrian Bridge and adjacent pedestrian facilities (hereinafter, "Proposed Structure") over or under the right of way limits of I-44 adjacent to the existing Route E interchange, pursuant to the plans and specifications as referred to herein, in order to better facilitate travel of pedestrians over I-44; and

WHEREAS, the Commission agrees to allow the City to pave a portion of the Commission's property for this purpose, and will license the City's pedestrian users to cross the Commission's property on that paved approaches to the Pedestrian Bridge, subject to the terms and conditions herein stated.

NOW, THEREFORE, in consideration of the promises, covenants and representations in this Agreement, the parties agree as follows:

(1) DEFINITIONS: In this Agreement, the listed terms are to be given the meanings provided in the subparagraphs below:

(A) City: This term means the City of Rolla, Missouri to perform the contractual duty or receive the contract benefit specified in this Agreement.

(B) Commission: This term means the Missouri Highways and Transportation Commission, a state constitutional entity. Where the term "Commission" is used alone, it includes its subordinate agency, the Missouri Department of Transportation, also known as "MoDOT", and their officials, agents, representatives and
employees.

(C) **MoDOT**: This acronym means the Missouri Department of Transportation, a state executive branch department. Where the context permits, the term also includes the officials, agents, representatives and employees of MoDOT.

(2) **LICENSE GRANTED**: The Commission hereby grants the City, its successors and assigns, a non-exclusive license to build and maintain the Pedestrian Bridge across I-44 at the location described on Exhibit "A", and use such additional space adjacent to the Pedestrian Bridge as may be reasonably necessary for working room during the period that the Pedestrian Bridge is under construction and for maintenance of the Pedestrian Bridge thereafter.

(3) **CONSIDERATION FOR THIS LICENSE**: In consideration of the payment of the sum of One dollar ($1), the receipt of which is hereby acknowledged, the Commission grants this license to the City of Rolla for the use of the airspace within the area described in Exhibit A and as otherwise described in this Agreement. This license is revocable by the Commission through its Missouri Department of Transportation (MoDOT) officials, agents and representatives at any time, with or without cause; and this license is automatically revoked by operation of law if the City violates any term or condition of this Agreement.

(4) **WORK BY THE CITY**: The City shall construct the Pedestrian Bridge over the Commission's I-44 adjacent to the existing Route E Interchange pursuant to the plans and specifications referred to herein, to provide a safe way for Pedestrian Bridge users to better travel from one side of the interstate to the other. The Commission hereby grants the City, its successors and assigns, a non-exclusive license to use such additional space adjacent to the Pedestrian Bridge as may be reasonably necessary for working room during the period that the Pedestrian Bridge is under construction, and for maintenance of the Pedestrian Bridge thereafter. It is the intent of the Commission that this Agreement and the license granted hereby shall constitute a right to non-exclusive occupancy and use of the Pedestrian Bridge by the City for the travel of pedestrians over I-44, until this license is revoked or terminated by the Commission. The City understands that it and its Pedestrian Bridge users shall use this Pedestrian Bridge at their own risk.

(5) **COMMISSION OWNERSHIP**: The Commission reserves the ownership and ultimate use of the property over or under which the Pedestrian Bridge will be located and its adjacent highway property for transportation purposes. This non-exclusive license prohibits the use or conversion of the licensed Pedestrian Bridge property to a § 4(f) [23 U.S.C. § 138; 49 U.S.C. § 303] use, or potentially a § 6(f) [16 U.S.C. § 460-l-8] use. It is expressly understood and agreed that the primary use and purpose of the Commission's property over or under which the Pedestrian Bridge will be located, which is the subject matter of this license, shall be and remain as state highway property for transportation purposes only.
(6) **CITY OWNERSHIP:** It is expressly understood and agreed that the pedestrian bridge will be fully owned and maintained by the City unless as otherwise stated in this agreement.

(7) **RIGHT OF WAY ACQUISITION:** No acquisition of additional right-of-way is anticipated in connection with Job No. J53310 or contemplated by this Agreement.

(8) **PEDESTRIAN BRIDGE DESIGN:** The City and its consulting engineers, shall prepare final plans and final specifications for the Pedestrian Bridge to be constructed on Commission property by the City. The Pedestrian Bridge shall be designed to meet the requirements of AASHTO and the Americans with Disabilities Act (the “ADA”), and Commission design and construction standards. The City shall submit to Commission's Central District Engineer (the "District Engineer"), the final plans and specifications for the Pedestrian Bridge and the adjacent segments, for written approval of the District Engineer, before any construction can begin on the Commission property.

(9) **PEDESTRIAN BRIDGE PLANS APPROVAL:** The Commission, through MoDOT, shall either approve or disapprove the final plans and specifications for the Pedestrian Bridge within thirty (30) days of their receipt from the City. If the plans and specifications are not approved, MoDOT shall explain in writing what deficiencies exist that must be corrected before the Commission will approve those plans.

(10) **COMMISSION CONCURRENCE TO AWARD:** The City will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. Prior to awarding the contract, the City shall obtain concurrence in award from the Commission. The City shall submit all required bid concurrence documentation to the Commission at least two weeks prior to the Commission Meeting in which the City seeks concurrence of award.

(11) **PEDESTRIAN BRIDGE CONSTRUCTION:** After written approval is obtained from the Commission and upon proper application by the City, the Commission shall issue, through its Central District Engineer or his authorized representatives, any permits necessary for the City to perform the work contemplated herein. The Pedestrian Bridge shall be constructed in accordance with the approved plans and specifications to the satisfaction of the District Engineer or his authorized representatives.

(12) **CONSTRUCTION CONTRACTOR:** The Commission acknowledges that the City will enter into a construction contract with an approved contractor (the "Contractor") to construct the Pedestrian Bridge and adjacent segments in accordance with the approved construction plans and specifications. The City shall include the following provisions in the appropriate construction contract with the Contractor:

(A) **Commission Inspection:** The Commission's agents and employees will be authorized to inspect the work on the Pedestrian Bridge on Commission property, and to approve or disapprove such work in the same manner as if the
construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner.

(B) **Commission Inspection Before Final Acceptance:** The Commission shall make a post-construction inspection of the Pedestrian Bridge, and if it deems necessary, require additional Pedestrian Bridge finishing work for safety or durability, before the City may give its final acceptance of the Pedestrian Bridge construction work to the Contractor.

(C) **FHWA Inspection:** FHWA's representatives will also be authorized to inspect the project at any time during or after construction.

(D) **Responsible Party for Payment:** The Contractor will look solely to the City for payments pursuant to the City's construction contract, including, but not limited to, payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof. The City's Contractor shall have no claim rights against the Commission, MoDOT, or their officials, employees, agents, representatives, successors or assigns.

(E) **Construction Bonds:** In the event that City shall use an outside contractor, City shall acquire from the Contractor and shall deliver, prior to commencement of work on the pedestrian bridge, executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring City and the Commission, which shall be named as obliges therein, as their interests may appear, of (1) performance of all contractual obligations, and (2) payment for all related labor, materials, and costs. Such bonds may be issued as part of performance and payment bonds on construction for City other than the Pedestrian Bridge. The performance and payment bond requirement does not render the Pedestrian Bridge construction project a public works project.

(13) **RESTORATION OF COMMISSION PROPERTY:** At all times during and after the construction of the Pedestrian Bridge, the City and its Contractor shall maintain the Pedestrian Bridge in a manner that will not injure or damage the paved highway facilities or any of the Commission property, except as specifically authorized herein. After construction of the Pedestrian Bridge, the City shall restore the state property to its original condition or better, as determined by the Central District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by the City.

(14) **PEDESTRIAN BRIDGE COST:**

(A) The City shall construct and maintain the Pedestrian Bridge at its own cost and expense, except where otherwise stated in this agreement, in accordance with the Final plans and final specifications approved by the Commission. If and when the highway is expanded, the City is fully responsible for the cost of any required
modifications of the Pedestrian Bridge.

(B) The Commission will remit a check in the amount of five hundred thousand dollars ($500,000) at the beginning of State Fiscal Year 2023. This check will be made payable to City of Rolla.

(15) DURATION OF LICENSE: The Commission and the City agree that this license to design, construct, maintain, and use the Pedestrian Bridge on Commission property shall exist indefinitely, subject to the Commission's right to revoke this license at any time; which right of revocation shall be exercised reasonably. This license shall also terminate by operation of law if the City commits a material breach of this Agreement which is not promptly remedied and corrected by the City, and that breach is not excused or forgiven in writing by the Commission or its representatives.

(16) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission or MoDOT and the City as partners or joint venturers, or as jointly liable, in the City's design, construction, maintenance and operation of the Pedestrian Bridge on Commission property for public use.

(17) NO KNOWLEDGE OF HAZARDOUS OR TOXIC SUBSTANCES ON PROPERTY: The Commission states that to the best of its knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Commission's ownership of the property, and the Commission's representatives are not aware of the presence of any such hazardous or toxic substance or material, or petroleum product contamination, on the subject site. The Commission makes no warranty or representation concerning the possibility of or absence of, concealed property contamination by such substances or materials, and the City assumes the risk of their presence, unknown and undetected. If the City discovers actual or potential hazardous or toxic substances or materials, or petroleum contamination on the subject property, the City is requested to leave the property and notify the Commission's MoDOT representatives immediately.

(18) HUMAN REMAINS, SACRED OBJECTS AND ARTIFACTS: If human remains, or Native American or other sacred objects, artifacts or items of value are encountered during the design, construction, maintenance or use of the Pedestrian Bridge, they will be handled in accordance with the Native American Graves Protection and Repatriation Act plus Sections 194.400 to 194.410, RSMo, as amended. There are no known human remains, sacred objects, artifacts or other items of value in the vicinity of the proposed Pedestrian Bridge, to the best knowledge of MoDOT staff. However, if the City finds any human remains, sacred objects, artifacts, or other items of value on the subject property, the City shall immediately cease work on or the use of the Pedestrian Bridge, and contact the Design-Historic Preservation Unit at MoDOT.

(19) ASSIGNMENT OF RIGHTS UPON DEFAULT, COMMISSION OPTION: If
the City defaults on or abandons construction of the Pedestrian Bridge, the City's rights in this Agreement may be assigned to the Commission at its option, and the Commission shall have the right, at its discretion, to complete construction of the Pedestrian Bridge or demolish the structure. The Commission shall have the right to charge all Commission or MoDOT costs of the Pedestrian Bridge construction or demolition to the City.

(20) TRAFFIC CONTROL PLAN, SIGNING AND SCHEDULING OF CONSTRUCTION: The City agrees to provide to the Central District Engineer a traffic control plan for handling traffic during the contemplated Pedestrian Bridge construction. The City agrees to provide construction signing in compliance with the Manual on Uniform Traffic Control Devices. This Agreement is conditioned upon written District Engineer approval of the traffic control plan and any revisions or modifications to the plan before construction may begin. All construction shall be scheduled to avoid or minimize disruption of traffic flow on Interstate 44 and other state highways. No state highway lane closures shall be authorized.

(21) MAINTENANCE AND REPAIR: At all times during the construction and after the completion of the Pedestrian Bridge, the City shall maintain and repair at its own expense the Pedestrian Bridge and all related structures and approaches, so that these structures and the Commission's underlying and adjacent highway property will be kept safe and in good condition. The City's maintenance of the Pedestrian Bridge and its vicinity shall be accomplished so as to cause no unreasonable interference with the use of or access to the Commission's state highway system. However, the City is not obliged to maintain any paved highway or shoulder area on Commission property, except for cleaning trash or items thrown from the Pedestrian Bridge.

(22) COMMISSION ACTION IF THE CITY FAILS TO MAINTAIN PEDESTRIAN BRIDGE: If, after written or facsimile notice, the City fails to meet its maintenance obligations to keep the Pedestrian Bridge and adjacent Commission property clean, in good appearance and safe for use by the City and its authorized users, the Commission (through MoDOT) shall have the authority, but not a duty or obligation, to maintain or repair the Pedestrian Bridge on Commission property and charge all such costs of maintenance and repair to the City. If the City fails to begin making repairs within seventy-two (72) hours after receiving written notice, or fails to continue with the repairs in a diligent manner to completion, the maintenance and repair work may be performed by MoDOT. However, if the Central District Engineer or his/her authorized representative determines that an actual or potential emergency exists that requires immediate repairs, then MoDOT may make immediate repairs without prior written notice, and charge those expenses to the City. Any Pedestrian Bridge maintenance and repair expenses incurred by or on behalf of the Commission or MoDOT under this paragraph shall be the debt of, and shall be chargeable to and fully compensated by, the City. The City's failure to maintain or repair the Pedestrian Bridge promptly, after the Commission or MoDOT give written notice of a worn, damaged or dangerous location on the Pedestrian Bridge), shall constitute a material breach of this Agreement by the City. Likewise, the City's failure to promptly pay the Commission or
MoDOT for their costs to maintain or repair the Pedestrian Bridge when the City, after written notice, failed to make its own repairs promptly and completely, shall constitute a material breach of this Agreement by the City.

(23) REQUIRED INSPECTIONS OF STRUCTURE:

(A) After completion of the construction of the Pedestrian Bridge on the Commission’s property, the City and its successors and assigns shall be required to have scheduled inspections of that structure by a registered engineer at least annually, to ensure the safety of the Pedestrian Bridge for the traveling public.

(B) The City shall be responsible for promptly submitting copies of all written annual or other Pedestrian Bridge inspection reports to the following: (1) To the Commission’s Central District Engineer having responsibility for Interstate 44; and (2) To the Commission’s State Bridge Engineer, located in the Commission Headquarters Building in Jefferson City, Missouri.

(24) FEDERAL HIGHWAY ADMINISTRATION: This agreement is entered into subject to the approval by the Federal Highway Administration.

(25) INDEMNIFICATION:

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

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

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

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

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

(26) NOTICE OF CLAIM OF POTENTIAL COMMISSION LIABILITY: In the event the Commission receives notice of any claim against it related to or arising out of the negligent or insufficient design, construction, maintenance, use or inspection of the Pedestrian Bridge, the Commission will promptly notify the City in writing, attaching a copy of such claim or summarizing its content and the name of the claimant, if not in writing. The City shall, through its own legal counsel, proceed to defend the Commission, MoDOT, and their members, employees, officers and agents, from any such claim, and the Commission will fully cooperate with the City and its attorneys in their defense of these state entities, officials and employees. This City obligation to indemnify and defend shall not apply to or be deemed to include the intentional or negligent acts or omissions of the Commission or MoDOT, or their members, officers, agents and employees.

(27) LIABILITY INSURANCE: The City agrees to provide the Commission with liability insurance to protect and defend the Commission from liability for any claim arising out of the negligent or deficient design, construction, maintenance, use or inspection of the Pedestrian Bridge, which was not caused by or as a result of any negligent, reckless, or intentional act of the Commission or MoDOT. Such insurance protection of the Commission shall be in the minimum limits of Five Hundred Thousand Dollars ($500,000) per person and Three Million Dollars ($3,000,000) per occurrence (or higher, as those limits may be increased under Section 537.600 RSMo). If a statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Commission shall set reasonable limits for that insurance coverage which shall be subject to adjustment periodically, in a written notice from the Commission to City.

(A) Additional Named Insured: Each such insurance policy shall specify as the “insured” or “additional named insured” the Commission, the Missouri Department of Transportation, and their members, agents, officers and employees, who are collectively described in this provision as "the insured state entities". At the City’s election, the insurance required by this provision may be included in one or more policies obtained by or on behalf of the City, naming another party or parties as insured also. However, if the City elects to insure more than the insured state entities in any one policy, that policy shall contain a severability of interests clause, providing that the policy limits shall apply independently to the insured state entities separately from any other insured party, even if their interests may conflict or be inconsistent.

(B) Duration of Insurance: The insurance coverage and protection required by this Agreement shall be and remain in force continuously, through original and any necessary successor policies of insurance, from prior to the time the City begins construction of the Pedestrian Bridge on Commission property, for as long as that Pedestrian Bridge remains open for public use of it and the adjacent segments.
Upon request, the City shall provide the Commission and/or MoDOT with a copy of a certificate of insurance, showing that such insurance is in effect. And if any claim or suit is brought against the Commission or MoDOT, or their officials, employees, agents or representatives, the Commission and/or MoDOT may require the City to provide a full and complete copy of all applicable policies of insurance, appropriately endorsed.

(28) **ASSUMPTION OF RISK:** The City, by signing this license agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property has vehicular traffic and other potential hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the City agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the City acknowledges the existence of these and other risks on Commission property, and agrees to assume these risks by accepting this license, and by opening the Commission’s highway property for the uses and activities authorized in this Agreement.

(29) **LICENSE REVOCABLE – NO ASSIGNMENT:** This license is revocable by the Commission or any appropriate MoDOT official if the City designs, constructs, maintains, uses or inspects the Pedestrian Bridge in a negligent, reckless, wrongful or unsafe manner, or refuses to follow contract or safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement. The City understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another. This license is granted solely to the City and any MoDOT authorized staff, and to no other person or entity.

(30) **REVOCATION OF AGREEMENT:** This license to construct, maintain, and use the Pedestrian Bridge for traversing over I-44 is granted in this Agreement at the pleasure or discretion of the Commission. The occurrence of any one or more of the following shall constitute a material breach of this Agreement, rendering the City in default and, at the discretion of the Commission or its representatives, may result in the revocation of this license:

(A) **Failure to Construct the Pedestrian Bridge as Approved:** The Pedestrian Bridge is not completed in compliance with the plans and specifications approved or approved as modified by the Commission;

(B) **Nonuse or Abandonment of Pedestrian Bridge:** The Pedestrian Bridge ceases to be used for the purposes stated herein, or is abandoned;

(C) **Damage or Disrepair:** The Pedestrian Bridge is damaged or falls into disrepair, such that it becomes structurally unsound or unsafe to be used for the purpose for which it was built, and the City will not repair the Pedestrian Bridge to a condition satisfactory to the Commission;

(D) **Violation of This Agreement:** The City violates any material term or condition of this Agreement;
(E) Change in Use: The City changes or attempts to change the use, purpose or location of the Pedestrian Bridge, without prior written approval of the Commission;

(F) Violation of Laws: The City constructs, operates, uses or maintains the Pedestrian Bridge or any other structure on or within the Commission's property in violation of any state or federal laws or regulations applicable at that time, or in violation of this Agreement; but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed thirty (30) days, which violation is not cured by the City within the applicable time;

(G) Failure to Pay Debts: The City, its insurer, or any other agent or representative of the City fails to pay its debts or liabilities to the Commission under this Agreement;

(H) Failure to Maintain Insurance: The City fails to maintain insurance as required by this Agreement;

(I) Void or Invalid Agreement: This Agreement, or any material portion thereof, is deemed void or invalid by a court of competent jurisdiction.

(J) Redesign, Relocation, or Alteration of Highway: In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location, the Commission, at its sole discretion, may terminate this license. Further, should the Commission find that changes to the highway or the Pedestrian Bridge should be made at this location, but the Commission does not desire to terminate this agreement, the City shall bear the costs to relocate or modify the Pedestrian Bridge to accommodate the Commission's redesign.

(31) RIGHT TO ENTER UPON THE PEDESTRIAN BRIDGE:

(A) During Construction: The Commission, MoDOT, FHWA, and their officials, employees, agents and representatives shall have the right to enter upon, inspect and approve all work, materials and equipment on or at the site of the Pedestrian Bridge during its construction, at such time as the Contractor's employees or City's employees may be present, without prior notice to or approval by the Contractor or the City.

(B) During Maintenance, Repair or Reconstruction: The Commission, MoDOT, FHWA, and their officials, employees, agents and representatives shall have the right to enter upon the Pedestrian Bridge and to inspect and approve all work, materials and equipment there, during any maintenance, repair or reconstruction of the Pedestrian Bridge, at such times as City employees or agents may be present, without prior notice to or approval of City.
(C) **Inspections:** The Commission, MoDOT, FHWA, and their officials, employees, agents and representatives shall have the right to make periodic inspections of the Pedestrian Bridge when they deem such inspections necessary or advisable, at any time that the Pedestrian Bridge is open for public use.

(D) **Emergency or Dangerous Condition:** In the event of an emergency, or when the Central District Engineer or Commission's other authorized representative(s) have determined that a condition may exist on or adjacent to the Pedestrian Bridge which represents an actual or potential danger to the traveling public, the Commission or MoDOT, and their authorized agents and employees may immediately enter upon the Pedestrian Bridge to inspect. The Commission may request the City to repair that condition; or where appropriate, the Commission may perform all repairs by itself or through MoDOT or its contractors, and charge to and collect the costs of repair from the City.

(32) **ADVERTISING RESTRICTIONS:** No billboards or advertising is to be placed on or over the Commission's property or airspace, either within, on, attached to or apart from the Pedestrian Bridge.

(33) **OPPORTUNITY TO CURE:** No material breach or default described in Paragraphs (20) or (27) shall be a basis for terminating or revoking this license or this Agreement until written notice is delivered to the City specifying the material breach or default with particularity and giving the City a reasonable opportunity to cure, not to exceed thirty (30) days. The license may only be revoked for cause when that material breach or default is not cured by the City in the time given in which to cure that problem.

(34) **REMOVAL OF THE PEDESTRIAN BRIDGE:** In the event the license to maintain the Pedestrian Bridge or this Agreement is revoked, and the Commission deems it necessary to request the removal of the Pedestrian Bridge, the removal shall be accomplished by a responsible party, as determined by the Commission, in a manner approved by the Commission, with all costs and expenses associated with the Pedestrian Bridge removal to be paid by the City. The Commission hereby consents to the removal of the Pedestrian Bridge by the City or its agents at any time, provided that such removal is performed by a responsible party, as determined by the Commission, in a manner approved by the Commission, with all costs and expenses associated with the removal paid by the City.

(35) **UTILITY RELOCATION:** With respect to any utility facilities requiring relocation or adjustment in connection with the construction of the Pedestrian Bridge, the City agrees that said utility relocation or adjustment shall be in accordance with the detailed plans approved by the Commission, with all costs and expenses associated with the utility relocation or adjustment paid by the City.

(36) **NONDISCRIMINATION:** The City, for itself, its representatives and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color,
religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction or use of the Pedestrian Bridge.

(37) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

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

(39) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(40) SURVIVABILITY: The City’s obligations to the Commission under this Agreement shall survive the revocation of its Commission license to construct and maintain the Pedestrian Bridge.

(41) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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

(43) AUTHORITY TO GRANT LICENSE: The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant (or revoke) this license. The Commission makes no representation that it has full fee simple title to the highway property which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by the City in the implementation of this Agreement, or in the City’s design, construction, maintenance, repair, use or inspection of the Pedestrian Bridge.

(44) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Louis J. Magdits, Mayor
Rolla City Hall
PO Box 979
Rolla, MO 65402

Facsimile No: (573) 426-6947

(B) To the Commission:
David Silvester, Central District Engineer
Missouri Department of Transportation, Central District
1511 Missouri Blvd
Jefferson City, MO 65109

Facsimile No: (573) 751-3322

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

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on ____________________________ (Date).

Executed by the Commission on ____________________________ (Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: ____________________________
Title: ____________________________

Attest: (SEAL)

Secretary to the Commission

Approved as to Form:

Commission Counsel

CITY OF ROLLA

By: ____________________________
Title: ____________________________

Attest: (SEAL)

By: ____________________________
Title: ____________________________

Approved as to Form:

By: ____________________________
Title: ____________________________

Ordinance No. ________________
CONCEPTUAL DESIGN MEMORANDUM
University Drive Pedestrian Bridge at I-44
Move Rolla Transportation Development District

Executive Summary

This project is a cooperative effort involving the Move Rolla Transportation Development District (TDD) partners to construct a new pre-engineered steel pedestrian bridge over Interstate 44 adjacent to the existing University Drive (Route E) overpass. The bridge will be approximately 240’ long, 12’ wide with a concrete deck, and will be located approximately 15’ east of the existing University Drive Interchange overpass. Cast-in-place concrete and/or MSE abutments and wing-walls will be constructed for the foundation system on the north and south sides of the interstate. The bridge will be connected to the existing sidewalk network with approximately 600-ft of new 10-foot wide shared-use paths.

The design of the project is being coordinated with the TDD Program partners by holding regular monthly Core Team meetings. These meetings consist of representatives from the City of Rolla, Rolla Municipal Utilities, Missouri S&T, Phelps County, MoDOT, and the design team, consisting of HNTB and CM Archer Group.

The following sections of this memo explain the assumptions and intent of the design team during conceptual design of the project. Many of these items have been discussed and concurred upon by the project team during the monthly progress meetings.

Section 1: Pedestrian Needs Assessment

Following is a brief narrative explaining the purpose and need of the project:

History

In 2015, the City of Rolla completed the Move Rolla Transportation Strategy to develop a transportation system that meets the needs of all people and modes and promotes a safe, healthy community and economic opportunities for the next twenty years. The strategy was coordinated with local officials, Missouri S&T, Phelps County Regional Medical Center, MoDOT, and included public outreach. The Move Rolla Goals were established to:

- Develop a safe and convenient transportation environment.
- Promote alternative mobility choices.
- Develop a transportation system that promotes economic opportunities.
- Create a sense of place.

Ultimately, the transportation strategy led to the passage of a Transportation Development District in 2017, to provide funding to meet the strategy goals and move forward with implementation of projects identified through the Move Rolla Transportation Strategy.

The University Drive/Route E Pedestrian Bridge over I-44 was identified as one of the initial primary improvements necessary to provide a new dedicated shared-use bicycle/pedestrian overpass with adequate width to connect White Columns Drive to University Avenue. This project would provide a new multi-use path over I-44 that meets current design standards.

During the public meeting to present the recommended projects from the Move Rolla Transportation Study, the public was asked to vote on their top projects out of the total list of 18. A new pedestrian bridge crossing of I-44 at Route E/University Drive was identified by the public as the number two priority project.

**Location and Use**

The new multiuse bridge would replace the existing pedestrian walkway currently located on the University Drive/Route E Bridge over I-44. Pedestrian facilities across I-44 are essential to connect students at Missouri S&T to housing and recreational facilities. The main campus of the university is located on the southeast side of I-44, but on the northwest side of I-44 there is university housing, private housing targeted to students, as well as university athletic fields where events take place (including intermural athletic competitions).

Five of the University's fraternity houses are located on the northwest sited of I-44. Currently, all five of these houses are at or near capacity and provide housing to a total of 318 students. Miner Village, which is an apartment style university housing development, that features two and four-bedroom units, along with a central clubhouse for dining and recreation. This housing complex currently houses approximately 330 students.

Additionally, north of the university housing there are two additional private apartment complexes, Oak Ridge Apartments and The Lodges at Rolla, that are targeted to students, with the potential to house an additional 620 students at full capacity.

Due to the limited parking available on campus or near campus, many of these students who live on the northwest side of I-44 walk and bike to classes several days a week and sometimes multiple times in a single day. Also, due to study groups and class projects, there are some students who live on the east side of I-44 that need to bike or walk to meet their classmates on the west side of I-44 and vice-versa.
Also located on the west side of I-44 are the fraternity row athletic fields. These fields are used for campus events, including intramural athletics, and have the potential to generate pedestrian traffic for those students who live on the southeast side of I-44 that participate in the events that do not have access to a car or choose to walk or bike.

In 2017, the University completed a Transit Feasibility Study. The purpose of the study was to evaluate the feasibility of transit operations for campus students, faculty and staff. One of the concepts considered was the elimination of on-campus parking, a satellite parking facility on the west side of I-44 and a transit route that would shuttle people between the off-site parking and the campus. This scenario could increase use of a pedestrian bridge.

Existing Conditions

Currently, the existing pedestrian walkway on University Drive/Route E over I-44 is substandard, in that it provides just over four-feet of width between the bridge barrier and fence. This width creates issues with students and pedestrians trying to cross the bridge in different directions at the same time, as it is very hard to navigate past oncoming pedestrians. Currently, there are no bicycle facilities on the existing bridge and students who choose not to ride their bikes in traffic often try to negotiate riding their bike on the narrow sidewalk. MoDOT is unable to widen the existing bridge due to its structure type to provide a wider pedestrian walkway, and has no plans to replace the bridge.
Figure 2 - Existing narrow pedestrian walkway on Route E over I-44

Conclusion of Need

In conclusion, the information presented above justifies the need for constructing a new pedestrian crossing over I-44 at University Drive. Furthermore, this project has the support of local officials, the TDD Board, MoDOT and the public.

Section 2: Design Criteria (Bridge)

The following list outlines the key assumptions and conceptual design intent for the proposed pedestrian bridge structure. See the attached drawing in Appendix A for an illustration of the conceptual layout and location of the bridge.

- Total bridge structure length is estimated to be approximately 240-ft. The new bridge will not be designed to accommodate widening of I-44 to the outside of the current shoulders. The final overall length of the bridge will be dictated by grades at the abutment locations during final design.
• Bridge clear width will be designed to be a minimum of 12'-0" on the inside of the bridge at the walking surface, and will be designed in accordance with AASHTO Standards for Shared Use Facilities. Interior rub rails will be designed in accordance with applicable accessibility requirements.

• The bridge will either be a single clear span structure, or a two-span structure with a center bent in the existing I-44 median. Preliminary coordination efforts have confirmed both options are viable, and result in comparable total construction costs. Future design phases will determine the most viable alternative based on several factors, including costs.

• Height of perimeter fencing will be at least 10'-0" from the walking surface. The fencing may also enclose the top of the structure if required by MoDOT and/or FHWA.

• Bridge will be located parallel to and approximately 15’ east of the existing northbound University Drive/Route E overpass.

• The bridge will be designed for a minimum of 17'-6" of clearance from the roadway in accordance with AASHTO standards.

• All permanently exposed steel bridge components (except for fasteners) will be painted. The stakeholders will advise on the proposed color selection and other aesthetic enhancements in future design phases.

• Finished walking surface (concrete deck) is assumed to be 6" thick cast-in-place, reinforced 4000 psi concrete with a medium broom finish. Final strength and reinforcement will be based on bridge manufacturer requirements.

• Bridge structure will slope approximately 1% from northwest to the southeast, allowing storm water to sheet flow off the structure. The storm water will be collected at the end of the bridge and piped and/or ditched to the I-44 roadway ditch below.

• It is anticipated that the bridge structure will be delivered in 5-6 sections and will be assembled on site. The final design will be dictated by the bridge manufacturer.

• Liquidated damages are anticipated to be in the range of $1,500-2,500/day for the contractor’s failure to complete the work within the contract duration. Final contractor requirements will be determined later in the design stages.

• Road User Cost Estimates will be coordinated between MoDOT and the design team as the traffic control plan evolves into a more final design state.

• Design live load for the structure will be 90 psf.

• Vehicle live load for the structure will be 8000 lb.

• Dead load of the bridge structure is estimated to be 225,000# for a clear span bridge option and 160,000# for a two-span option. This estimate is based on conservative estimates provided by multiple manufacturers, and could be reduced as the design progresses and more information is known.

• Dead load of the concrete deck is estimated to be 215,000#. This estimate assumes normal weight concrete will be used.

• Sidewalks/approaches will tie into the bridge deck at a maximum slope of 5%.

• Final connection of the bridge to the abutments will be dictated by the bridge manufacturer’s requirements.
Abutments may be designed and constructed perpendicular or with a skew to the bridge structure, which will be determined during final design. Cast-in place concrete or MSE retaining walls will be designed and constructed to minimize earthwork and grading activities on either end of the bridge. Aesthetic enhancements to the abutments and retaining walls will be considered based on stakeholder input as budget allows.

Manufacturer will provide delegated bridge structure design and calculations, including the slab-on-deck, and will validate foundation design assumptions.

It is assumed that the bridge will be constructed with minimal lighting for security and safety purposes. Additional accent/aesthetic lighting may also be provided based on stakeholder input as budget allows; this will be determined during future design phases.

Section 3: Design Criteria (Sidewalks)

The following list outlines the key assumptions and design intent for the sidewalks necessary to tie-in to the existing sidewalk network:

- All sidewalks associated with the project are anticipated to be 10-ft wide, except for the transition areas at each end of the bridge.
- Sidewalks were designed to limit running slopes to 5% or less where feasible, or will match the slope of the adjacent roadway where necessary.
- 10-ft wide cuts through the existing curb islands are recommended to allow pedestrian traffic to make the slight direction changes required to navigate the route across the roads. These cuts are roughly reflected on the attached plans.
- No pedestrian signalization improvements are budgeted or anticipated as part of this project.

Section 4: Traffic Control

Following is a summary of the traffic control approach of the design team.

- The temporary traffic control plan will be included with the final plans for construction. The TTC will follow MoDOT’s policies, current standards, and meet the provisions of Manual on Uniform Traffic Control Devices, unless otherwise noted.
- This project will likely require short duration interstate traffic closures, resulting in the detour of traffic off the interstate at Exit 185 to the north and south off ramps/frontage roads during installation of the bridge.
- The period of I-44 road closures is expected to be no more than two nights, and will be scheduled to occur during off-peak traffic hours during a limited window of time to be coordinated with MoDOT as design progresses.
- If the two-span option is selected, shoulder and/or lane drops on I-44 may be required to facilitate construction of the center bridge bent. These potential closures will be coordinated with MoDOT as design progresses.
Based on preliminary contractor and design team input, we anticipate the University Drive overpass will be able to remain in service during installation of the bridge.

- Detour maps for the closure may be provided on the internet at www.modot.gov.
- Additional temporary traffic control (TTC) measures are anticipated for construction of ancillary work associated with the project, including sidewalk construction.

Section 5: Cost Estimate

Following is a summary of the overall conceptual budget and funding sources of the project.

- The current budget programmed for the project, most recently revised in January 2017, is approximately $2.1 million including design and construction costs.
- MoDOT has committed to contributing $500,000 from local central district sources to fund construction of the project.
- The remaining $1.6 million ($/-) of estimated costs will be funded by the Move Rolla Transportation Development District proceeds.
- Based on initial input from prospective bridge manufacturers and contractors, we anticipate the current budget is adequate to fund construction of the project. A more detailed preliminary cost estimate will be developed during subsequent design phases.

Section 6: Right-of-Way Requirements

Following is a summary of the right-of-way (R/W) conditions on and around the proposed construction site:

- The entire project area falls within existing MoDOT right-of-way.
- No additional easements or R/W acquisitions are anticipated for the project.
- See Appendix B for an exhibit illustrating ownership and R/W in the vicinity of the project.

Section 7: Project Schedule Overview

The design team is currently under contract to complete conceptual and preliminary design phases by mid-2018. Final design is anticipated to be contracted and executed immediately thereafter, presumably by the end of 2018. Bidding and construction of the project could occur as early as 2019, assuming final regulatory approvals and funding commitments can be obtained. The project schedule is expected to be further refined with milestone dates and definitions during the forthcoming preliminary design phase.

Section 8: Special Requirements
Following is a list of other coordination items of interest being tracked by the project team:

- Section 106 Review by MDNR will be completed during the subsequent design phases. No other environmental review process is anticipated for the project.
- The City of Rolla will be responsible for maintenance during life span of the bridge. We anticipate MoDOT will provide a Maintenance Agreement for review and execution by the City of Rolla prior to construction.
- We anticipate MoDOT will also provide an applicable Air Space Agreement for review and execution by the City prior to construction.
Appendix A

Concept Drawing
Appendix B

Concept R/W Drawing
As you are aware, we have had an SRO program with the Rolla Public School System since 1999. We also employ five School Crossing Guards in order to ensure the safety of youth having to cross busy intersections on their way to/from school. This contract is a continuation of a previous contract in which the City and the Rolla Public Schools agree to share the costs of both programs. The Rolla Public Schools has requested - and we have agreed - to add a second School Resource Officer position.

The contract also covers an agreed-upon fee for partial support of our Volunteers In Police Service (VIPS) program. Since the VIPS program spends a good deal of time on or near the campuses of the Rolla Public School System (RPSS), the RPSS has agreed to partially compensate the City of Rolla for those services.

The contract has been updated to reflect current salary figures and a new coverage period.

Recommendation:

Resolution to authorize the mayor to sign a contract with the Rolla Public Schools for the continuation of these programs.
RESOLUTION NO.___________________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT WITH THE ROLLA PUBLIC SCHOOL SYSTEM FOR THE COOPERATIVE PLACEMENT OF TWO SCHOOL RESOURCE OFFICERS AND FIVE SCHOOL CROSSING GUARDS WITHIN THE SCHOOL SYSTEM, AND SUPPORT OF THE VIPS PROGRAM.

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 is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a contract between the City of Rolla, Missouri and the Rolla Public School System for the continuation of the School Resource Officer program, continued assignment of five School Crossing Guards, and monetary support of the VIPS program, said contract attached hereto.

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


APPROVED:

MAYOR

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR
JOINT CITY/SCHOOL SERVICE CONTRACT

Whereas, the City of Rolla, Missouri and the Rolla Public School System (RPSS) mutually desire to enter into an Agreement whereby the Rolla Police Department (RPD) will provide and manage a School Resource Officer (SRO) Program in the Rolla Public School System; and

Whereas, the Rolla Police Department provides a school crossing guard (SCG) program in the City to ensure safe pedestrian access to area public schools, and the Rolla Public School System desires to provide additional resources to supplement the success of that program; and

Whereas, the parties further desire to set forth the specific terms and conditions of the services to be performed and provided;

Now, Therefore, the parties hereto agree as follows:

I. Term of Agreement

A. The term of this updated agreement is one year commencing on July 1, 2018 and ending on August 31, 2021. The Agreement shall be renewed and extended annually, unless notice of non-renewal is given by either party, in writing, within sixty (60) days prior to the succeeding term. If the Agreement requires a modification at the time of renewal, such modification shall be outlined in a written Amendment and signed by the authorized officials.

II. Employment and Assignment of School Resource Officer and School Crossing Guards

A. The City of Rolla agrees to employ two (2) School Resource Officers (SRO) and no less than five (5) School Crossing Guards (SCG) during the term of this agreement. The City of Rolla will have VIPS personnel patrolling the schools during school hours assisting with the safety on all campuses within the school district. The SRO, SCG and VIPS shall be employees of the City of Rolla and shall be subject to the administration, supervision and control of the City of Rolla and the Rolla Police Department, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.

B. The City of Rolla agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City of Rolla, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the City of Rolla and the Rolla Police Department except as
such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

C. The City of Rolla agrees to provide and to pay the SCGs' salary and basic benefits in accordance with the applicable salary schedules and employment practices of the City of Rolla, including but not necessarily limited to: workers compensation and unemployment compensation.

D. The Rolla Police Department, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO and SCGs.

E. The SRO shall be assigned within the Rolla Public School System by the Rolla Police Department and at the discretion of the Superintendent of Schools.

F. In the event the SRO is absent from work, the SRO shall notify both his/her supervisor in the Rolla Police Department and the principal or the principal's office of the school to which the SRO is assigned. In the event the SCG is absent from work, the SCG shall notify his/her supervisor in the Rolla Police Department at the earliest opportunity in order to provide a suitable replacement.

III. Supplies and Equipment

A. The RPD agrees to provide the SRO's with the following:

1. standard uniform and uniform accessories;

2. a standard patrol vehicle for which the RPD agrees to:
   a. provide all necessary maintenance;
   b. pay for gasoline, oil, replacement tires and other expenses associated with its operation; and
   c. purchase and maintain comprehensive general auto liability insurance in an amount not less than the coverage recommended by the Risk Manager for the City; and

3. a standard issue pistol and rounds of ammunition.

B. The RPSS agrees to provide the SRO's with the following:

1. the usual and customary office supplies and forms required in the performance of duties; and

2. a private office within the school, accessible by the students.
3. Cellphone

C. The RPD agrees to provide the SCGs with the necessary safety vests and hand-held traffic devices required in the performance of their duties.

IV. Financial Consideration

A. The RPSS agrees to compensate the City of Rolla three-fourths (3/4) of the total cost of the SRO program. Total cost is calculated by adding the current SRO’s actual salary from previous fiscal year plus benefits. Therefore, the RPSS’s portion shall be no more than $105,000.00 total for the first year of the Agreement, and shall be increased by 3% each year thereafter until full term.

B. The RPSS agrees to compensate the City of Rolla an amount not to exceed $7.50 per hour for each hour worked by the SCGs. The RPSS’s portion shall be no more than $15,000.00 total.

C. Said compensation shall be paid by the RPSS to the City of Rolla in twelve monthly installments. The monthly costs shall be determined through the paperwork completed each month by the RPD. Said paperwork shall then be forwarded to the administration office of the RPSS.

D. The RPSS agrees to compensate the City of Rolla as a partner in the VIPS program. As the VIPS program spends 35% of its time on or near all the campuses of the RPSS. RPSS agrees to compensate the City of Rolla $6,000.00/year for their services in the VIPS program.

V. Insurance and Indemnification

A. The City of Rolla shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than one million dollars ($1,000,000) for any acts or omissions that occur or claims that are made during the term of the agreement.

B. The City of Rolla agrees to hold the RPSS, its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the following:

1. the performance of the duties of the SRO officer or the SRO program and the SCG program; or

2. allegations of unfair or unlawful employment practices brought by the SRO or SCGs.
VI. Goals and Objectives

A. It is understood and agreed that the RPSS and RPD officials share the following goals and objectives with regard to the SRO, SCG and VIPS Programs in the schools:

1. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;

2. To encourage the SRO to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events, concerts, etc.;

3. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;

4. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigations of crimes that occur at school;

5. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and

6. To encourage the SRO and VIPS to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public when the regular patrol officer is not available.

7. To ensure safe pedestrian access to and from the various public schools.

VII. Duty Hours

A. The maximum number of hours that an SRO officers shall be on duty in a work week shall be 41¼ hours, and the minimum shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the RPSS, at the direction of the principal of the school to which the officer is assigned, and the RPD, by the officer in charge of the SRO Program.

B. The SRO’s shall be on duty at his/her respective school from 0730 - 1545 hours unless modified by the mutual agreement between the RPD and the RPSS by the principal. This totals 41¼ hours. The remainder of the officer’s 41¼ hour workweek shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes.

C. It is understood and agreed that time spent by an SRO’s attending juvenile court and/or criminal cases arising from and/or out of his/her employment as an SRO’s
shall be considered as hours worked under this Agreement.

D. If, in the event of an emergency, the SRO's is ordered by the RPD to leave his/her school duty station during normal duty hours as described above and to perform other services for the RPD, the time spent shall not be considered hours worked under this agreement. In such an event, the monthly compensation paid by the RPSS to the City of Rolla shall be reduced by the number of hours of SRO's service not provided to the RPSS or the hours shall be made up in a manner determined by mutual agreement of the parties.

E. The SCGs shall be on duty at his/her respective school from 0715 – 0815 and 1415 – 1515 hours unless modified by the mutual agreement between the RPD and the RPSS on all school days.

VIII. Duties of a School Resource Officer (SRO)

A. The duties of the SRO's shall include the following:

1. To protect lives and property for the citizens and public school students of the Rolla Public Schools;

2. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;

3. To investigate criminal activity committed on or adjacent to school property;

4. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

5. To answer questions and conduct classroom presentations for students in the law-related education field:

6. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

7. To provide security for special school events or functions, such as sporting events, PTA meetings, etc., at the request of the principal or the security specialist; and

8. To provide traffic control during the arrival and departure of students on an as-needed basis, as determined by law enforcement personnel.

9. The SRO and SCGs shall follow the chain of command as set forth in the RPD

10. The SRO's shall coordinate and communicate with the principal or the principal's designee of the school to which he/she is assigned.

IX. Duties of a VIPS Officer

A. The duties of VIPS shall include the following:

1. Fill in for a crossing guard in the absence of a crossing guard.
2. Conduct speed monitoring around the schools.
3. During non business hours, patrol the school parking lot checking for open windows and doors.
4. Participate in safety presentation as VIPS BUCKS, Law Enforcement Day, and Transportation Day
5. Patrol schools during the hours when students are entering and leaving for the day.
6. Perform traffic control during summer school arrival and release.

X. Transporting Students

A. The SRO's shall not transport any student in a police vehicle except when:

1. the student is a victim of a crime, under arrest, or some other emergency circumstances exist; or

2. the student is suspended and sent home from school pursuant to school disciplinary action AND the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period AND the student is disruptive/disorderly, causing his/her continued presence on campus to be a threat to the safety and welfare of other students and school personnel, as determined by the SRO or his/her supervisor.

XI. Investigation of Crimes Committed on School Grounds or at a School Function

A. Interview and Interrogation Procedures

1. In the event a serious crime is committed at school or at a school activity, the principal or assistant principal, with the assistance of the SRO's, should:

a. question any witnesses to determine that a crime was committed and who committed the crime;

1. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal
misconduct or the violation of the conduct policies of the RPSS.

2. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a school official; but when immediate action is necessary, or in an emergency situation, the SRO's may interrogate a student without the presence of a school official.

b. question the person suspected of committing the crime.

1. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation.

2. A juvenile suspect shall not be questioned without prior notification of a Juvenile Officer.

3. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to informally present his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parent(s) or an attorney (Miranda), or to end the interview, the questioning should cease, and the suspect's request should be granted, unless there is a reasonable cause to detain the student for questioning.

2. If a student is detained, placed in custody or arrested, the student's parent(s) and the Juvenile Officer must be advised prior to further questioning by an SRO, unless that student is an adult in the eyes of the law.

B. Search Procedures

1. When requested by school officials, the SRO's shall assist with any search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO's.

C. Reporting of Serious Crimes

1. If an investigation uncovers evidence of a serious crime as defined in Missouri Criminal Statutes and the RPSS administrative regulations, the school official shall notify the SRO, the student's parent(s)/guardian(s) and the appropriate school personnel.

D. Arrest Procedures

1. When an SRO detains or takes a juvenile under the age of 17 into custody, the SRO shall select the least restrictive of the following courses of action which is
appropriate under the circumstances and meets the immediate needs of the juvenile and the school.

a. Release;
b. Counsel and release;
c. Release into the custody of the juvenile's parent, guardian or custodian;
d. Release into the custody of the Juvenile Officer; or
e. Release into the custody of a person or location as specified by the Juvenile Officer.

2. The SRO shall contact the student's parent(s) or guardian(s) as soon as practicable after the arrest of the student and shall notify the parent(s)/guardian(s) of the reason(s) for the arrest.

XII. Bomb Threats

A. School officials, the SRO's and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see RPSS Emergency Procedures Manual and the RPD Policy regarding Bomb Threats). In the absence of physical evidence, it is the Principal's decision to evacuate the school.

XIII. Controlled Substances

A. School officials shall notify the SRO's in all cases involving ALL possessions, sales or distribution of controlled substances at school or school activities.

B. Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO's for proper identification and eventual destruction.

C. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO's shall be notified, and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO and the Phelps County Juvenile Officer.

XIV. Riots and Civil Disorders

A. In the event a riot or civil disorder occurs on campus, the principal and the SRO shall discuss and agree upon a response to the situation.

B. If, in the opinion of the principal and/or SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the appropriate assistant superintendent and School Community Relations
XV. Access to Education Records

A. School officials shall allow the SRO’s to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.

B. If some information in a student’s cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety.

1. A full explanation as to the need of the information to meet the emergency situation and the extent to which time is of the essence shall be articulated in the SRO’s official police report.

C. If confidential student record information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

XVI. Evaluation

A. It is mutually agreed that the RPSS shall evaluate annually the SRO Program and the performance of the SRO’s on forms developed by the RPD. It is further understood that the RPSS’s evaluation of each officer is advisory only and that the RPD retains the final authority to evaluate the performance of the SRO’s.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year indicated below:

Executed this 26th day of April, 2018 on behalf of the Public School System of Rolla, Missouri.

Jane Haskell
President, Board of Education

ATTEST:

Nancy McWhorter
Secretary, Board of Education

Executed this ____ day of __________, 2018 on behalf of the City of Rolla, Missouri.

Louis J. Magdits, IV
Mayor, City of Rolla

ATTEST:

Carol Daniels
City Clerk

APPROVED AS TO FORM:

Lance Thurman
City Counselor
CITY OF ROLLA
CITY COUNCIL AGENDA

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

ITEM/SUBJECT: Resolution to Renew Downtown Parking Lot Lease - PCB

BUDGET APPROPRIATION (IF APPLICABLE) N/A DATE: May 7, 2018

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

COMMENTARY:
The City entered into a lease with Phelps County Bank on April 6, 1998 for purposes of constructing a public parking lot for downtown employees and customers (one of 4 such leases around the downtown area). The City was responsible for building and maintaining the parking lot but did not pay a fee for the lease. The arrangement has worked well but at the conclusion of 20 years, the parties wanted to review and edit the lease as appropriate.

The new lease has a ten-year term subject to five-year renewals. The new lease identifies five reserved spots for PCB vehicles and three, thirty-minute spaces for customers (the rest of the lot is two hour parking). The lease also clarifies that PCB is responsible for the perimeter landscaping.

Recommendation: Motion to approve the resolution extending the PCB parking lot lease for an additional ten-year term.
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 COMMERCIAL REAL ESTATE LEASE BETWEEN THE CITY OF ROLLA, MISSOURI, AND PHELPS COUNTY BANK.

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 Commercial Real Estate Lease between the City of Rolla, Missouri, and Phelps County Bank, a copy of said Commercial Real Estate Lease 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.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 7th DAY MAY 2018.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor
This Lease is made and effective as of the date of the last to sign below between Phelps County Bank, a Missouri banking corporation, ("LANDLORD") and The City of Rolla, a Missouri municipal corporation ("TENANT").

1. **Lease.** LANDLORD leases to TENANT and TENANT accepts as lessee the Property located in Phelps County, Missouri, more particularly described on the attached Exhibit "A".

2. **Purpose.** The Property shall be used as a public parking lot and for such other purposes as are customarily associated with that use upon the conditions set out below and for no other purpose without the written consent of LANDLORD.

3. **Parking Restrictions.** The three (3) contiguous parking spaces in the uppermost, northwest corner of the lot shall be limited to 30-minute parking. Subject to LANDLORD parking as addressed below, the remainder of the parking spaces in the lot shall be limited to 10-hour parking. TENANT shall place appropriate signs on the Property stating the allowable parking times and TENANT shall enforce such parking regulations by its police authority.

4. **Landlord Parking.** LANDLORD may park a minimum of two (2) and as many as five (5) of its vehicles on the lot beyond the normal ten (10) hour limit, it is being understood that two (2) spaces will be occupied more or less permanently for LANDLORD vehicles, and that up to a total five (5) spaces (including the permanent spaces) may be occupied when LANDLORD's employees travel for out of town business. The two (2) permanent parking spaces will consist of the two (2) southernmost spaces in the middle parking row of the lot, to be clearly identified with signage furnished by TENANT. To the extent then possible, all LANDLORD vehicles will be contiguously parked facing inward. All such vehicles will have signage visible from the back window identifying them as being associated with LANDLORD.

5. **Term.** This Lease shall be effective April 6, 2018, once approved by the Rolla City Council and executed by both LANDLORD and TENANT (even if such approval is given after April 6, 2018), and end on April 5, 2028 ("Term").

6. **Rent.** TENANT shall pay no monetary rent to LANDLORD during the Term. TENANT shall undertake the repair and maintenance responsibilities described below in lieu of monetary rent.

7. **Assignment.** This Lease shall not be assigned by TENANT and no part of the Property shall be let or sublet or used for any purpose other than as herein provided without the written consent of LANDLORD.

8. **Maintenance and Repair.** TENANT at its sole expense shall keep the entire Property in good maintenance, repair, and condition at all times during this Lease, including by re-sealing the asphalt surface of the Property from time to time as is reasonably required. TENANT shall keep the driveways and parking areas free from refuse, snow, and ice. TENANT shall return the Property to LANDLORD in as good condition as received at expiration of this Lease, subject to normal use, wear, and tear. TENANT shall maintain the Property free from weeds, brush, and trash. LANDLORD shall be responsible for and shall provide maintenance and upkeep for all landscaping on the islands located upon the Property.

9. **Signs.** TENANT may install such signs as it deems appropriate on the Property indicating that the area is a public parking lot and reflecting the regulations pertaining to the use thereof. TENANT shall not place any commercial advertising signs on the Property not directly related to TENANT's municipal activities without LANDLORD's prior written consent.

10. **Changes.** TENANT shall not alter the layout or any structural part of the Property for any purpose without the written consent of LANDLORD.

11. **Nuisance.** TENANT shall keep the Property free from any nuisance and shall not permit any part of the Property to be used for any purpose forbidden by law or by this Lease.

12. **Inspection.** LANDLORD may at all reasonable times enter the Property for examining its condition.

13. **Insurance.** TENANT shall maintain premises liability insurance for the Property naming both LANDLORD and TENANT as insureds with a minimum single limit of liability coverage of $1,000,000.00 insuring against damage to the personal property of and personal injury to third parties.

14. **Taxes.** LANDLORD shall pay all state, county and city real estate taxes, and any special taxes or assessments, levied against the Property during this Lease.
15. Liens. TENANT shall have no right to charge any lien or other encumbrance against the Property and shall not permit the same.

16. Default. In the event TENANT violates any provision of this Lease, and such violation continues more than ten (10) days after written notice of the violation is given to TENANT, abandons the Property, or declares bankruptcy, has a receiver appointed, is adjudged insolvent or makes a general assignment for the benefit of creditors, LANDLORD may by written notice declare TENANT in Default under this Lease. Upon Default, this Lease shall then terminate, and LANDLORD may, with or without demand, take possession of the Property whereupon all interests of TENANT to possession shall cease.

17. Surrender Upon Termination. TENANT shall promptly and peaceably surrender the Property at the termination of this Lease in as good condition as received, subject to normal use, wear, and tear.

18. Environmental Matters. TENANT shall not allow any hazardous material to be brought upon the Property except as is necessary for compliance with TENANT’s obligations under this Lease. Any hazardous material permitted on the Property shall be handled, stored, and disposed of in compliance with all laws and regulations. TENANT shall not allow any emission from the Property if the emission (as determined by the LANDLORD or any other governmental authority) may (1) cause any pollution, (2) adversely affect the welfare of any person wherever located, or (3) adversely affect the condition or use of the Property. TENANT shall be fully liable for all damages, costs, and expenses related to the use, storage, and disposal of any hazardous material on the Property by TENANT. TENANT shall give immediate notice to LANDLORD of any actual or potential violation of this paragraph. TENANT shall defend, indemnify, and hold harmless LANDLORD from all claims, demands, penalties, fines, liabilities, settlements, damages (including any decrease in the value of the Property), costs, and expenses (including attorney and consultant fees, court costs and litigation expenses), known or unknown, contingent or otherwise, arising out of or in any way related to TENANT’s use or possession of hazardous material on the Property, including (1) the presence, disposal, release or threatened release of hazardous material on or from the Property, (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to the hazardous material, (3) any lawsuit brought or threatened, settlement reached, or government order relating to the hazardous material or (4) any violation of laws applicable to hazardous material. In addition, TENANT shall, under LANDLORD’s direction, promptly pay for and take all action necessary to remove any hazardous material contaminating the Property. The provisions of this paragraph shall be in addition to any other obligations and liabilities TENANT may have to LANDLORD at law or in equity and shall survive the termination of this Lease. As used in this paragraph, hazardous material means (1) any Hazardous Waste as defined by the Resource Conservation and Recovery Act of 1976, as amended, and its regulations, (2) any Hazardous Substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and its regulations, (3) any petroleum product or by-product, or (4) any substance which is or becomes regulated by any governmental authority.

19. Americans With Disabilities Act. TENANT shall be responsible during this Lease for ensuring compliance with the American Disabilities Act. TENANT shall indemnify and hold harmless LANDLORD from all claims of any kind that the Property does not comply with the Act.

20. Right of First Refusal. During the Initial and any Extended Term of this Lease, if LANDLORD elects to sell the Property to any bona fide purchaser, LANDLORD shall first offer to sell it to TENANT for the same price and upon the same terms and conditions as LANDLORD proposes to sell to the bona fide purchaser. LANDLORD shall give to TENANT written notice of any intention to sell the Property which shall contain the terms and conditions of the proposed sale. To exercise the right under this paragraph, TENANT shall within sixty (60) days from receipt of LANDLORD’s notice give written notice to LANDLORD accepting the terms offered to the bona fide purchaser. An affidavit of LANDLORD stating that such notice was given to TENANT by certified United States mail, when recorded with the receipt issued by the United States Post Office for certified mail, shall constitute conclusive proof of compliance with this paragraph.

21. Quiet Enjoyment. Upon performance of the agreements of this Lease, TENANT shall have quiet enjoyment of the Property without hindrance or molestation.
22. **Relationship of Landlord and Tenant.** Nothing in this Lease shall be construed as creating a relation of principal and agent, partnership, or joint venture between the parties. The relationship between the parties shall be solely of LANDLORD and TENANT.

23. **Waiver, Merger and Amendment.** No waiver of any provision under this Lease shall waive the right of either party to insist upon performance of the same or any similar provision in the future. This Lease contains all agreements of the parties and replaces any prior agreements, oral or written. No amendment to this Lease shall be effective unless placed in a writing signed by both parties.

24. **Severability.** The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision. A court of competent jurisdiction shall have authority to amend any invalid or unenforceable provision to the minimum extent necessary to make that provision enforceable while meeting to the greatest extent possible the original intent of the parties. Any such provision which cannot be so amended shall be severed from this Lease and all other provisions shall remain enforceable.

25. **Consent.** Whenever LANDLORD's consent is required under any provision of this Lease, it shall not be unreasonably withheld, denied, or delayed.

26. **Notices.** Any notice or demand provided for in this Lease may be given to the party to be served by personal service or by certified mail addressed to that party at the address shown below or at such other address as may be subsequently given in writing.

27. **Recordation.** This Lease shall not be recorded in any public recording place. LANDLORD will, upon the request and expense of TENANT, prepare and sign a memorandum of this Lease in a form acceptable to TENANT which may be recorded.

28. **Definitions and Binding Effect.** Whenever the words LANDLORD or TENANT are used, they shall be construed to include the successors, and assigns of LANDLORD and TENANT.

29. **Counterpart and Electronic Execution.** This Lease may be signed in any number of counterparts, each of which, when executed and delivered, shall constitute an original. All such counterparts shall be one and the same instrument. A signature contained on a Lease delivered by facsimile transmission shall be considered for all purposes as an original signature. Electronically scanned signatures and electronically distributed and stored versions of this Lease shall have the same validity, force and effect as an original, shall be deemed to be an original record, and shall be admissible in evidence in all courts and administrative agencies for all purposes.

30. **Liability, Waiver and Release.** LANDLORD SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND AND HOWEVER CAUSED TO THE PERSON OR PROPERTY OF ANY OTHER PERSON INCLUDING TENANT, TENANT'S AGENTS, EMPLOYEES, INVITEES OR ANY OTHER THIRD PARTY, WHILE IN OR UPON THE PROPERTY AT ANY TIME DURING THIS LEASE. TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ALL SUCH DAMAGES, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES ARISING IN CONNECTION WITH ANY CLAIM FOR SUCH DAMAGES MADE AGAINST LANDLORD. NOTHING IN THIS PARAGRAPH SHALL RELIEVE LANDLORD FROM ANY CLAIMS FOR DAMAGES RESULTING FROM LANDLORD'S INTENTIONAL TORTS, GROSS NEGLIGENCE OR PARTICIPATION IN ACTIVITIES INVOLVING MATTERS OF PUBLIC INTEREST.

31. Without in any way limiting the generality of the foregoing provisions, the agreement of TENANT to indemnify or reimburse LANDLORD shall at all times be and remain subject to any limitations found in any provision of the Missouri Constitution or the Revised Statutes of Missouri, including without limitation, the provisions of Article VI, Section 25 of the Missouri Constitution as to claims which may be made against TENANT by third parties. In addition, TENANT's agreement to indemnify or reimburse LANDLORD hereunder shall in no way operate as a waiver of TENANT's sovereign immunity as to claims made by any such third parties.

Signed by the parties as of the day and year first above written.

**LANDLORD**

By: ____________________________
Phelps County Bank
718 North Pine Street
Rolla, MO 65401

**TENANT**

By: ____________________________
The City of Rolla
901 North Elm Street
Rolla, MO 65401
Exhibit “A”

The Property consists of real estate and improvements particularly described as follows:
That part of the following described real property that is located east of the concrete retaining wall and east of the driveway concrete curb which retaining wall and curb are on the east side of the drive-in banking facility of LANDLORD:

A fractional part of Lot 1, Block 57 of County Addition, Rolls, Missouri, AND, a fractional part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 37 North, Range 8 West of the 5th P.M. described as follows: Beginning at the Northeast Corner of Lot 1, Block 57 of said County Addition, thence South 89°32'20" East, 134.71 feet along the South right of way of Eighth Street; thence South 27°25'10" West, 186.32 feet to the northeast corner of a parcel described in Phelps County Deed Records at Book 343, Page 05; thence South 30°29'50" West, 66.00 feet along the easterly line of said Book 343, Page 05 parcel to the North right of way of Seventh Street; thence North 89°40'20" West, 96.96 feet along said North right of way to the easterly line of the aforesaid Block 57 of County Addition; thence North 0°38'50" East, 85.98 feet along said easterly line to the most southerly corner of the aforesaid Lot 1, Block 57 of County Addition; thence continuing North 0°38'50" East, 57.46 feet along the West line of said Lot 1 to a point on the South line of a parcel described in Phelps County Deed Records at Book 295, Page 191; thence South 89°32'20" East, 22.00 feet along said South line to the southeast corner of said Book 295, Page 191 parcel; thence North 0°38'50' East, 80.00 feet along the East line of said Book 295, Page 191 parcel to the aforesaid South right of way of Eighth Street; thence South 89°32'20" East, 57.02 feet along said South right of way to the point of beginning. Above described tract contains 0.763 acre, more or less, per plat of survey R-6972, dated March 18, 1996, by Elgin Surveying & Engineering, Inc.
Attached is an ordinance authorizing the Mayor to enter into an agreement for professional services with HDR Engineering, Inc. This task is for the Design & Bid Phase Services for Phase I Improvements at our Southeast and Vichy Road Wastewater Treatment Plants.

The estimate construction cost for these improvements is $21,334,000.00. These improvements will provide for enhanced disinfection and treatment of wastewater discharges and will satisfy our commitments to DNR to provide full treatment of wet weather flows as outlines in our Voluntary Compliance Agreement.

These improvements will take approximately 18 months to design, receive MDNR approval and bid. The construction will take about two years to complete. This will in all likelihood take us past our VCA deadline of May 2021. However, we currently have a Memorandum of Understanding with MDNR to complete our Integrated Management Plan. Once this Integrated Management Plan is completed and approved, it will in essence take place of our Voluntary Compliance Agreement.

This Integrated Management Plan will then establish the schedule for completion of improvements.

Staff is requesting first reading of the ordinance and recommends approval.
AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND HDR ENGINEERING, INC FOR SOUTHEAST WWTP AND VICHY ROAD WWTP IMPROVEMENTS – DESIGN AND BID PHASE SERVICES – TASK ORDER #11.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and HDR Engineering, Inc. for Southeast WWTP and Vichy Road WWTP Improvements – Design and Bid Phase Services – Task Order #11.


APPROVED:

_____________________________
MAYOR

ATTEST:

_____________________________
CITY CLERK

APPROVED AS TO FORM:

_____________________________
CITY COUNSELOR
TASK ORDER NO. 11

This Task Order pertains to an Agreement by and between City of Rolla, Missouri ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated January 19, 2011, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: No. 11
PROJECT NAME: Southeast WWTP and Vichy Road WWTP Improvements
Design and Bid Phase Services

PART 1.0 PROJECT DESCRIPTION:
Preliminary Design, Final Design, and Bidding Phase Services for the City of Rolla, Missouri for the recommended improvements to the Southeast WWTP and the Vichy Road WWTP in the outline in the Southeast, Vichy Road, and Southwest Wastewater Treatment Plants and Collection System Preliminary Engineering Report completed in February 2018.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT

Preliminary Design, Final Design, and Bidding Phase Services for the recommended improvements to the Southeast WWTP and Vichy Road WWTP per Table 6-1 of referenced report (SW WWTP Improvements are not included in this task order). See Attachment A.

The two WWTP will be designed and bid as two separate construction packages.

PART 3.0 OWNER’S RESPONSIBILITIES:

Owner shall furnish the following information by request as needed:
1. Discharge Monitoring Reports (DMR’s) and other analytical data obtained by City subsequent to prior data request associated with Preliminary Engineering Report.
2. Prior engineering reports, soils reports, and record drawings.
3. Equipment O&M manuals – we will review these at the WWTP and make copies as needed.

PART 4.0 PERIODS OF SERVICE:

1. Preliminary and Final Design Phases
   - SE WWTP – 395 days from Notice to Proceed
   - Vichy Road WWTP – 330 days from Notice to Proceed
Durations shown are based on parallel design of both plants. Schedule may be adjusted for sequential design, or other alternative approach, if mutually agreed by both parties.

2. Bidding Phase – 90 days from MDNR approval, for each contract.
3. Project Management – From Notice to Proceed to completion of Bidding Phase.

PART 5.0 PAYMENTS TO ENGINEER:

1. Preliminary and Final Design Phases (both plants) - Lump sum fee of $1,857,574.00, to be invoiced monthly on a percent complete basis.

2. Bidding Phase (both plants) - Lump sum fee of $180,771.00, to be invoiced monthly on a percent complete basis.

Total Fee = $2,038,345.00

Fee is based on simultaneous design of Vichy Road and SE WWTPs and resulting design efficiencies.

PART 6.0 OTHER:

None

This Task Order is executed this __________ day of ______________, 20____.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion

ITEM/SUBJECT: Rolla's Route 66 Summerfest 2018

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 05/07/18

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

COMMENTARY:

The following is a listing of the requested street and parking lot closings for Rolla’s 2018 Route 66 Summerfest to be held on June 1st and June 2nd 2018.

Friday, June 01, 2018

Southwest Municipal Lot 6:00 a.m. to Midnight
South Festival Lot 5:30 p.m. to Midnight
North Festival Lot 5:30 p.m. to Midnight
9th Street from Elm to Oak 5:30 p.m. to Midnight
Oak Street from 8th to 10th 5:30 p.m. to Midnight

Saturday, June 02, 2018

Southwest Municipal Lot 6:00 a.m. to Midnight
South Festival Lot 6:00 a.m. to Midnight
North Festival Lot 6:00 a.m. to Midnight
Pine Street from 7th to 10th 6:00 a.m. to 6:00 p.m.
8th Street from Pine to RR tracks 6:00 a.m. to 6:00 p.m.
8th Street from Pine to Rolla 12:00 p.m. to 2:00 p.m.
Oak Street from 7th to 11th 6:00 a.m. to Midnight
9th Street from Pine to Oak 6:00 a.m. to Midnight
Elm Street from 9th to 10th 6:00 a.m. to Midnight

Staff recommends approval of the request.
"Route 66" Summerfest 2018
Friday, June 1st - Sunday, June 3rd

ELEVENTH STREET

KIDS TRICYCLE AND BICYCLE RACE (11:30 AM)

TENTH STREET

FRIDAY NIGHT MOVIE "MOANA" (9:00 PM)

NINTH STREET

FRISCO CABOOSE/ PICNIC AREA

EIGHTH STREET

FUNNY CRAZY DOG SHOW SATURDAY, 9:30 AM

SEVENTH STREET

TRILOGY ACOUSTIC CLASSIC ROCK FRIDAY, 5:00-7:00PM

ROLLA STREET

DOWNHILL DERBY (12:00 PM)

SIXTH STREET

CITY HALL

NORTH STREET

FARMERS MARKET

SOUTH STREET

ELEVENTH STREET

KIDS AREA

SOUTH STREET

EIGHTH STREET

SIDEBY SIDE SHOW
Summerfest 2018
Friday, June 1st and Saturday, June 2nd

Friday, June 1, 2018
Southwest Municipal Lot
South Festival Lot
North Festival Lot
9th Street from Elm to Oak
Oak Street from 8th to 10th

6:00 a.m. to Midnight
5:30 p.m. to Midnight
5:30 p.m. to Midnight
5:30 p.m. to Midnight
5:30 p.m. to Midnight

Saturday, June 2, 2018
Southwest Municipal Lot
South Festival Lot
North Festival Lot
Pine Street from 7th to 10th
8th Street from Pine to RR tracks
8th Street from Pine to Rolla
Oak Street from 7th to 11th
9th Street from Pine to Oak
Elm Street from 9th to 10th

6:00 a.m. to 6:00 p.m.
6:00 a.m. to 6:00 p.m.
12:00 p.m. to 2:00 p.m.
6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight

6:00 a.m. to Midnight
6:00 a.m. to Midnight
6:00 a.m. to Midnight
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Bid Award/Ordinance 1st Reading

ITEM/SUBJECT: Project #459 – 2018 Micro Surfacing

BUDGET APPROPRIATION: $600,000.00 DATE: 05/07/18

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

COMMENTARY:

City staff asked for and received bids for the 2018 Micro Surfacing. The following bid was received:

Donelson Construction Co., LLC
1075 Wise Hill Road
Clever, MO 65631

$486,743.55

Staff recommends award of the bid to Donelson Construction Co., LLC for $486,743.55. A copy of the bid tab is attached. In addition, staff is requesting the first reading of the ordinance authorizing the Mayor to enter into the contract with Donelson Construction Co., LLC for $486,743.55.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>MAQS-1</td>
<td>177,771</td>
<td>$2.58</td>
<td>$458,649.18</td>
</tr>
<tr>
<td>2.</td>
<td>PRESSURE PAVE</td>
<td>30,209</td>
<td>$0.93</td>
<td>$28,094.37</td>
</tr>
<tr>
<td></td>
<td>TOTAL BID PRICE</td>
<td></td>
<td></td>
<td>$486,743.55</td>
</tr>
</tbody>
</table>

Donelson Construction Co., L.L.C.
Michael Donelson
1075 Wise Hill Rd.
Clever, MO 65631
Phone: 417-743-2694
E-mail: mdonelson@cleverstone.com
CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertisement for and in connection with the construction of "2018 Micro Surfacing Project 459", in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of "2018 Micro Surfacing Project 459".

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 I of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

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

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

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

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and
specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $486,743.55 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

CITY OF ROLLA, MISSOURI

BY________________________________________
Mayor, Owner, Party of the First Part

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 the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument is the corporate seal of said municipal corporation and that said instrument was signed under authority of the City Council of the City of Rolla, Missouri; and the said __________________ acknowledged said instrument to be the free act and deed of said municipal corporation.

My Commission Expires: __________________________

______________________
Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My Commission Expires: __________________________

______________________
Notary Public
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DONELSON CONSTRUCTION COMPANY, LLC. FOR PROJECT #459 – 2018 MICRO SURFACING.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Donelson Construction Company, LLC. for Project #459 – 2018 Micro Surfacing.


APPROVED:

________________________
MAYOR

ATTEST:

________________________
CITY CLERK

APPROVED AS TO FORM:

________________________
CITY COUNSELOR
ACTION REQUESTED: Bid Award/Ordinance 1st and Final Reading

ITEM/SUBJECT: Project #471 – 2018 Phase I Asphalt Improvements

BUDGET APPROPRIATION: $130,000.00 DATE: 05/07/18

COMMENTARY:

City staff asked for and received bids for the 2018 Phase I Asphalt Improvements. The following bids were:

Pierce Asphalt, LLC $71,328.25
PO Box 1264
Rolla, MO 65402

N.B. West $82,346.25
1035 North Service Road
Sullivan, MO 63080

Capital Paving & Construction, LLC $79,343.25
PO Box 104960
Jefferson City, MO 65110

Melrose Quarry and Asphalt $108,657.50
PO Box 187
Rolla, MO 65402

Staff recommends award of the bid to Pierce Asphalt, LLC for $71,328.25. A copy of Bid Tab is attached. This phase paves White Columns from El Bosa Nova to Chapman Road and a lane of 10th Street from Holloway to Cedar. Tenth Street from Main to Forum will be micro surfaced this year.

In addition, staff is requesting the first and final reading of the ordinance authorizing the Mayor to enter into the contract Pierce Asphalt, LLC for $71,328.25.
ORDINANCE NO. __________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND PIERCE ASPHALT, LLC. FOR PROJECT #471 – 2018 PHASE I ASPHALT IMPROVEMENTS.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between the City of Rolla, Missouri and Pierce Asphalt, LLC. for Project #471 – 2018 Phase I Asphalt Improvements.


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
CONTRACT AGREEMENT

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

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: 2018 Phase I Asphalt Improvements, PROJECT 471, in complete accord with the Contract Documents and the said plans and specifications; and

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

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

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of 2018 Phase I Asphalt Improvements, PROJECT 471.
It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

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

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

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

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

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

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

Notice of Penalties for Failure to Provide Safety Training

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

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

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

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract
ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of $71,328.25 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

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

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

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

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

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

CITY OF ROLLA, MISSOURI

BY ____________________________
Mayor, Owner, Party of the First Part

CONTRACTOR

BY ____________________________

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 the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument is the corporate seal of said municipal corporation and that said instrument was signed under authority of the City Council of the City of Rolla, Missouri; and the said ____________________________ acknowledged said instrument to be the free act and deed of said municipal corporation.

My commission expires: ____________________________

Notary Public

STATE OF MISSOURI )
SS )
County of Phelps )

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

My commission expires: ____________________________

Notary Public
## 2018- Phase I Asphalt Improvements
### Project 471
### April 18, 2018

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>BP-1</td>
<td>525 TON</td>
<td>$66.35</td>
<td>$34,833.75</td>
<td>$80.00</td>
<td>$42,000.00</td>
<td>$79.00</td>
<td>$41,475.00</td>
<td>$79.00</td>
<td>$41,475.00</td>
</tr>
<tr>
<td>Bit. Base</td>
<td>420 TON</td>
<td>$66.35</td>
<td>$27,867.00</td>
<td>$70.00</td>
<td>$29,400.00</td>
<td>$70.75</td>
<td>$29,715.00</td>
<td>$70.75</td>
<td>$29,715.00</td>
</tr>
<tr>
<td>Milling</td>
<td>2,975 SY</td>
<td>$2.90</td>
<td>$8,627.50</td>
<td>$2.67</td>
<td>$7,943.25</td>
<td>$3.75</td>
<td>$11,156.25</td>
<td>$3.75</td>
<td>$11,156.25</td>
</tr>
<tr>
<td>1.5&quot;(10th St)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL BID PRICE</td>
<td>$71,328.25</td>
<td>$79,343.25</td>
<td>$82,346.25</td>
<td>$108,657.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>