

Please Note: The Council Meeting will be conducted at Rolla City Hall but physical participation will be limited per CDC guidelines. Citizens are encouraged to watch the proceedings live on Fidelity Cable Channel 16 or through the Fidelity YouTube link at <https://www.youtube.com/channel/UCffrfbYSQqtuhOAVkCCyieA>

COUNCIL PRAYER

Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL

Monday, December 6th, 2021; 6:30 P.M.

City Hall Council Chambers

901 North Elm Street

PRESIDING: MAYOR LOUIS J. MAGDITS, IV

COUNCIL ROLL: MORIAH RENAUD, TERRY HIGGINS, MEGAN JOHNSON, ANN MURPHEY, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JODY EBERLY, ROBERT KESSINGER, CARROLYN BOLIN, STANLEY MAYBERRY, VICTORIA STEEN, AND DEANNE LYONS

PLEDGE OF ALLEGIANCE

Councilwoman Robert Kessinger

I. CONSENT AGENDA

A. Consider Approval of the City Council Minutes of:

1. City Council Meeting – November 1st, 2021
2. City Council Closed Session Minutes: November 1st, 2021
3. City Council Meeting – November 15th, 2021
4. City Council Closed Session Minutes: November 15th, 2021

II. PUBLIC HEARINGS

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

A. RMU Quarterly Report. (General Manager Rodney Bourne)

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

- a. Environmental Services Department Monthly Report – November 2021
- b. Building Codes monthly report – October 2021
- c. Police Department Monthly Report – October 2021
- d. Animal Control Division Report – October 2021
- e. Centre Income Statement – October 2021
- f. RMU monthly reports –October 2021
- g. Rolla Board of Public Works minutes for October 28th, 2021
- h. Park Director's update for December 2021
- i. Park Advisory Commission Minutes for September 22, 2021
- j. Municipal Court Division Summary – October 2021
- k. Development Review Minutes for November 9th and November 16th, 2021
- l. City of Rolla Financial Reports – October 2021
- m. Planning & Zoning Commission Minutes – November 9, 2021

December 6, 2021

V. OLD BUSINESS

- A. **Ordinance** rezoning 305 S. Oak Street and 304 S Olive Street from the C-1, Neighborhood Commercial district to the C-2, General Retail District. (City Planner Tom Coots) **Final Reading**
- B. **Ordinance** rezoning 306 N. Walnut Street from the R-1, Single-family district to the R-3, Multi-family district. (City Planner Tom Coots) **Final Reading**
- C. **Direction** regarding the request to allow Conditional Use Permit (CUP) for wireless communications facility. (City Planner Tom Coots) **Motion**
- D. **Ordinance** to approve assignment of Interconnection Agreement to Missouri Joint Municipal Electric Utility Commission for Rolla Solar Farm. (RMU General Manager Rodney Bourne) **Final Reading**

VI. NEW BUSINESS

- A. **Ordinance** repealing Sec. 7-26 of the Rolla City Code and enacting a new 7-26 relating to Cemetery Burial Permit Fees. (Parks Director Floyd Jernigan) **First Reading**
- B. **Ordinance** repealing Ordinance 4648 and enacting a new ordinance regarding ward boundaries. (Public Works Director Steve Hargis) **First and Final Reading**
- C. **Ordinance** allowing the Mayor to enter into an agreement with B&B Building Systems for a salt storage building purchase. (Public Works Director Steve Hargis) **First Reading**
- D. **Ordinance** to vacate a sanitary sewer easement on lots 168, 177, and 178 of the College Hills Subdivision. (City Engineer Darin Pryor) **First Reading**

VII. CLAIMS and/or FISCAL TRANSACTIONS

VIII. CITIZEN COMMUNICATION

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Appointment of Matthew Crowell for the Board of Adjustment (5 yr. term expires Dec 2026).
- B. Reappointment of Dr. Diana Ahmad to the Library Board (2nd 3 yr. term expires May 2023)
- C. Reappointment of John Denbo to the Library Board (2nd 3 yr. term expires May 2023)
- D. Reappointment of Rachel White to the Library Board (2nd 3 yr. term expires May 2024)
- E. Reappointment of Albert Crump to the Board of Public Works (4 yr. term expires Aug 2025)

X. COMMENTS FOR THE GOOD OF THE ORDER

- A. Notice of Candidacy Filing for the April 5th, 2022 Municipal Election.

XI. CLOSED SESSION

XII. ADJOURNMENT

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, NOVEMBER 1ST, 2021; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Attendance via Zoom Videoconferencing: Deanne Lyons

Council Members in Physical Attendance: Moriah Renaud, Terry Higgins, Megan Johnson, Ann Murphey, Matt Fridley, Jody Eberly, Robert Kessinger, Stanley Mayberry, Carolyn Bolin, and Victoria Steen.

Council Members Absent: Lister Florence

Department Directors in Attendance via Zoom Videoconferencing: Finance Director Steffanie Rogers

Department Directors and Other City Officials in Physical Attendance: City Administrator John Butz, Fire Chief Ron Smith, City Planner Tom Coots, Police Chief Sean Fagan, Community Development Director Steve Flowers, Environmental Services Director Brady Wilson, Public Works Director Steve Hargis, City Engineer Darin Pryor and City Counselor Lance Thurman.

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

I. CONSENT AGENDA

- A. Consider Approval of the City Council Minutes of:
1. City Council Meeting – October 4th, 2021
 2. City Council Meeting – October 18th, 2021
 3. City Council Closed Session Minutes: October 18th, 2021
 4. Council Workshop – October 20th, 2021

A motion was made by Bolin and seconded by Murphey to accept the minutes but with corrections made to the attendance portion of the October 20th meeting. A voice vote revealed 11 Ayes. Zero Nays. One Absent.

- B. Motion to accept utility easement from DAK Development, LLC. (City Engineer Darin Pryor) A motion was made by Bolin and seconded by Renaud to accept the easement. A voice vote revealed 11 Ayes. Zero Nays. One Absent.

November 1, 2021

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II. PUBLIC HEARINGS –

- A. Continued Public Hearing: Request to allow Conditional Use Permit (CUP) for wireless communications facility. (City Planner Tom Coots) The public hearing continued from the last Council Meeting on October 18th. Russell Been with Collective Solutions spoke in favor of the CUP and Zach Buchheit, attorney for SPA both spoke against the CUP. Mayor Magdits closed the hearing at 7:01. Council will reconvene in two weeks and will be presented a statement of findings.

III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS - None

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

- a. Police Department Monthly Report – September 2021
- b. Animal Control Division Report – September 2021
- c. Centre Income Statement – September 2021
- d. RMU monthly reports –September 2021
- e. Rolla P&Z Commission Minutes for October 12th, 2021

V. OLD BUSINESS

- A. **Ordinance** to rezone 438 W. Little Oaks Rd from the C-2, General Retail district to the RMH, Residential Manufactured Home district. (City Planner Tom Coots) City Counselor Lance Thurman read the ordinance for its final reading, by title: ORDINANCE 4644: AN ORDINANCE TO APPROVE THE RE-ZONING OF 438 W. LITTLE OAKS FROM THE C-2, GENERAL RETAIL DISTRICT TO THE R-1, SINGLE-FAMILY DISTRICT AND THE RMH, RESIDENTIAL MANUFACTURED HOME DISTRICT (ZON21-06) A motion was made by Johnson and seconded by Bolin to approve the re-zoning. A roll call vote revealed the following results: Ayes: Higgins, Bolin, Steen, Renaud, Mayberry, Murphey, Lyons, Johnson, Kessinger, Eberly, and Fridley. Nays: zero. Absent Florence.
- B. **Ordinance** to rezone 1879 Longview Ln from the R-R, Rural Residential district to the R-1, Single-family district. (City Planner Tom Coots) City Counselor Lance Thurman read the ordinance for its final reading, by title: ORDINANCE 4645: AN ORDINANCE TO APPROVE THE RE-ZONING OF 1879 LONGVIEW LN. FROM THE R-R RURAL RESIDENTIAL DISTRICT TO THE R-1, SINGLE-FAMILY DISTRICT. A motion was made by Eberly and seconded by Higgins to approve the re-zoning. A roll call vote revealed the following results: Ayes: Mayberry, Lyons, Murphey, Bolin, Renaud, Steen, Kessinger, Eberly, Johnson, Fridley, and Higgins. Nays: zero. Absent: Florence.
- C. **Ordinance** to rezone vacant property on Old Hwy 66 west of HyPoint Industrial Park Dr. from M-2, Heavy Manufacturing to the C-3, Highway Commercial district. (City Planner Tom Coots) City Counselor Lance Thurman read the ordinance for its final reading, by title: ORDINANCE 4646: AN ORDINANCE TO APPROVE THE RE-ZONING OF A VACANT PROPERTY LOCATED ON OLD HWY 66 (I-44 OUTER ROAD) FROM THE M-2, HEAVY MANUFACTURING DISTRICT TO THE C-3, HIGHWAY COMMERCIAL DISTRICT. (ZON21-08) A motion was made by Kessinger and seconded by Johnson to approve an amendment to Section 3 of the proposed ordinance stating that a traffic study may be required prior to issuance of building permits due to potential traffic impacts caused by development. A roll call vote revealed the following results: Ayes: Johnson, Fridley, Steen, Renaud,

Higgins, Murphey, Lyons, Bolin, Kessinger, Eberly, and Mayberry. Nays: none. Absent: Florence. City Counselor Lance Thurman read the ordinance as amended for its final reading. A motion was made by Bolin and seconded by Murphey to approve the amended ordinance. A roll call vote revealed the following results: Ayes: Eberly, Mayberry, Murphey, Bolin, Renaud, Steen, Kessinger, Higgins, Lyons, Johnson, and Fridley. Nays: zero. Absent: Florence.

- D. **Ordinance** to rezone 900 Meriweather Ct from the R-1, Single-family district to the GI, Government and Institutional district. (City Planner Tom Coots) City Counselor Lance Thurman read the ordinance for its final reading, by title: ORDINANCE 4647: AN ORDINANCE TO APPROVE THE RE-ZONING OF 900 MERIWEATHER CT. FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE GI-GOVERNMENT AND INSTITUTIONAL DISTRICT. A motion was made by Eberly and seconded by Murphey to approve the re-zoning. A roll call vote revealed the following: Ayes: Renaud, Steen, Bolin, Higgins, Murphey, Fridley, Johnson, Kessinger, Mayberry, Eberly, and Lyons. Nays: none. Absent: Florence.
- E. **Ordinance** to approve Ward Redistricting from the 2020 Census (Public Works Director Steve Hargis) City Counselor Lance Thurman read the ordinance for its final reading by title: ORDINANCE 4648: AN ORDINANCE AMENDING EXISTING ROLLA CITY CODE SECTION 9-1, PROVIDING FOR REAPPORTIONMENT OF POPULATION OF SAID CITY AND DIVISION OF SAID CITY INTO WARDS AND DESCRIBING THE BOUNDARIES OF SAID WARDS. A motion was made by Johnson and seconded by Murphey to approve the ward redistricting. A roll call vote revealed the following: Ayes: Fridley, Kessinger, Higgins, Bolin, Renaud, Steen, Mayberry, Murphey, Johnson, and Eberly. Nays: Lyons. Absent: Florence.
- F. **Ordinance** Authorizing the Mayor to enter into an agreement with Motorola for the purchase of Public Safety portable and mobile radios. (Police Chief Sean Fagan and Fire Chief Ron Smith) City Counselor Lance Thurman read the ordinance for its final reading, by title: ORDINANCE 4649: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI AND MOTOROLA SOLUTIONS. A motion was made by Bolin and seconded by Renaud to approve ordinance. A roll call vote revealed the following: Ayes: Steen, Murphey, Higgins, Renaud, Mayberry, Bolin, Lyons, Johnson, Kessinger, Fridley, and Eberly. Nays: None. Absent: Florence.
- G. **Ordinance** Authorizing the Mayor to enter into an agreement with Wireless USA for the Installation and programming of the portable and mobile radios. (Police Chief Sean Fagan and Fire Chief Ron Smith) City Counselor Lance Thurman read the proposed ordinance for its final reading, by title: ORDINANCE 4650: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CONTRACT BETWEEN THE CITY OF ROLLA, MISSOURI AND WIRELESS USA. A motion was made by Bolin and seconded by Kessinger accept the agreement. A roll call vote revealed to following results. Ayes: Murphey, Lyons, Mayberry, Bolin, Renaud, Steen, Kessinger, Higgins, Eberly, Fridley, and Johnson. Nays: none. Absent: Florence.
- H. **Ordinance** allowing a final plat to reconfigure two residential lots: Parker Addition (City Planner Tom Coots) City Counselor Lance Thurman read the proposed ordinance for its final reading, by title: ORDINANCE 4651: AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF PARKER ADDITION. A motion was made by Bolin and seconded by Johnson to allow the final plat.

A roll call vote revealed the following results: Ayes: Bolin, Higgins, Steen, Fridley, Mayberry, Murphey, Lyons, Johnson, Kessinger, Eberly, and Renaud. Nays: none. Absent: Florence.

VI. NEW BUSINESS

- A. **Ordinance** authorizing the COP financing for Public Works (phase2) (City Administrator John Butz). This ordinance would authorize the final financing required for Phase 2 of the Public Works Facility. This includes the issuance of Certificate of Participation (COP) to refinance two earlier COP's (2012, 2015) plus the building design and construction costs (\$3.5M) with an anticipated closing on December 9th. City Counselor Lance Thurman read the proposed ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE CITY OF ROLLA, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCESS OF WHICH WILL BE USED TO PAY THE COSTS OF CERTAIN PROJECTS AND PREPAY OUTSTANDING LEASE OBLIGATIONS OF THE CITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.
- B. **Ordinance** authorizing an agreement with Insituform Technologies for the rehabilitation of sanitary sewer. (City Engineer Darin Pryor) This ordinance would allow the Mayor to enter into an agreement with Insituform Technologies to rehabilitate over ½ a mile of sanitary sewer in various locations throughout the city. City Counselor Lance Thurman read the proposed ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND INSITUFORM TECHNOLOGIES US, LLC.

VII. CLAIMS and/or FISCAL TRANSACTIONS

- A. **Selection and Award** of RFP for legal services. (City Administrator John Butz) A motion was made by Bolin and seconded by Murphey to award the RFP for legal services to Williams, Robinson, Rigler, and Buschjost. A voice vote revealed 11 Ayes, zero Nays, and one absent.
- B. **Motion** to allow the purchase of 10 MDT's from Turn-Key Mobile Inc. (Chief Sean Fagan) A motion was made by Renaud and seconded by Johnson to allow the purchase of 10 Panasonic MDT's (Mobil Data Terminals) from Turn Key Mobile in Jefferson City, for a total of \$38,860. A voice vote showed 11 Ayes zero Nays, and 1 absent.

VIII. CITIZEN COMMUNICATION

- A. Robert Miller 2101 Vienna Rd. – Posed a question to Councilwoman Lyons regarding a protest at the beginning of the COVID pandemic.

IX. MAYOR/CITY COUNCIL COMMENTS

- A. Mayor Magdits updated Council on the latest improving COVID figures.
- B. Councilwoman Eberly recognized the many successes being accomplished by the Rolla High School athletes.
- C. Councilman Fridley reminded everyone to fly their flags in observance of Veteran's Day on November 11th.

X. COMMENTS FOR THE GOOD OF THE ORDER - None

XI. CLOSED SESSION – Closed Session Pursuant to RSMO 610.021 (2) for the discussion of real estate.

At 7:42pm a motion was made by Johnson and seconded by Higgins to enter into Closed Session. A roll call vote showed the following results: Ayes: Johnson, Fridley, Steen, Renaud, Higgins, Murphey, Lyons, Bolin, Kessinger, Eberly, and Mayberry. Nays: none. Absent: Florence.

XII. ADJOURNMENT

Having no further business, the meeting adjourned at approximately 8:08pm
Minutes respectfully submitted by City Clerk Lorri Thurman.

CITY CLERK

MAYOR

**ROLLA CITY COUNCIL MEETING MINUTES
MONDAY, NOVEMBER 15, 2021; 6:30 P.M.
ROLLA CITY HALL COUNCIL CHAMBERS
901 NORTH ELM STREET**

Presiding: Mayor Louis J. Magdits IV

Council Members in Attendance via Zoom Videoconferencing: Deanne Lyons

Council Members in Physical Attendance: Moriah Renaud, Terry Higgins, Megan Johnson, Ann Murphey, Matt Fridley, Lister Florence, Jody Eberly, Robert Kessinger, Stanley Mayberry, and Victoria Steen.

Council Members Absent: Carrolyn Bolin

Department Directors in Attendance via Zoom Videoconferencing: Finance Director Steffanie Rogers

Department Directors and Other City Officials in Physical Attendance: City Administrator John Butz, Fire Chief Ron Smith, City Planner Tom Coots, Police Chief Sean Fagan, Community Development Director Steve Flowers, Public Works Director Steve Hargis, City Engineer Darin Pryor, Recreation Centre Director Marci Fairbanks, and City Counselor Carolyn Buschjost.

Mayor Magdits called the meeting to order at approximately 6:30 p.m. and asked Boy Scout Trooper Connor Hirtz to lead in the Pledge of Allegiance.

I. PUBLIC HEARINGS

- A. **Public Hearing and Ordinance:** Request to rezone 305 S. Oak Street and 304 S Olive Street from the C-1, Neighborhood Commercial district to the C-2, General Retail District. (City Planner Tom Coots) The applicant has acquired three platted lots and demolished one house. The applicant intends to develop the properties for commercial use. The C-2 district would allow for drive-through window service for the planned restaurant. Mayor Magdits opened the hearing at 6:34pm. There were no citizens that spoke either in favor or against the rezoning. The hearing was closed at 6:35pm. City Counselor Carolyn Buschjost read the ordinance for its first reading by title: AN ORDINANCE TO APPROVE THE REZONING OF 305 S. OAK STREET AND 304 S OLIVE STREET FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-2, GENERAL RETAIL DISTRICT. (ZON21-10)

- B. **Public Hearing and Ordinance:** Request to rezone 306 N. Walnut Street from the R-1, Single-family district to the R-3, Multi-family district. (City Planner Tom Coots) The applicant is under contract to purchase the subject property. The applicant intends to renovate the existing building for multi-family use. The applicant intends to create up to 8 dwelling units within the existing building and add the appropriate parking. The residence is currently being used as a multi-unit apartment though without

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proper permits and in violation of the R-1 zoning. Mayor Magdits opened the hearing at 6:40pm. Andrew McCluskey of 205 E 3rd Street spoke in favor of the rezoning. He is the applicant to the request and explained to Council his design plan. There were no other comments in favor or against the rezoning and the hearing was closed at 6:43pm. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE TO APPROVE THE RE-ZONING OF 306 N. WALNUT STREET FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE R-3, MULTI-FAMILY DISTRICT. (ZON21-11)

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS - None

III. OLD BUSINESS

- A. **Ordinance** authorizing the COP financing for Public Works (phase2) (City Administrator John Butz) City Counselor Carolyn Buschjost read the Ordinance for its final reading, by title: ORDINANCE 4652: AUTHORIZING THE CITY OF ROLLA, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF CERTAIN PROJECTS AND PREPAY OUTSTANDING LEASE OBLIGATIONS OF THE CITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH. A motion was made by Eberly and seconded by Johnson to pass the ordinance. A roll call vote revealed the following: Ayes: Higgins, Steen, Fridley, Mayberry, Murphey, Lyons, Johnson, Kessinger, Florence, Eberly, and Renaud. Nays: none. Absent: Bolin.
- B. **Ordinance** authorizing an agreement with Insituform Technologies for the rehabilitation of sanitary sewer. (City Engineer Darin Pryor) City Counselor Carolyn Buschjost read the Ordinance for its final reading, by title: ORDINANCE 4653: 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 INSITUFORM TECHNOLOGIES USA, LLC. A motion was made by Murphey and seconded by Renaud to pass the ordinance. A roll call vote revealed the following: Ayes: Lyons, Mayberry, Murphey, Renaud, Florence, Kessinger, Higgins, Eberly, Johnson, Fridley, and Steen. Nays: zero. Absent: Bolin
- C. **Resolution** authorizing an agreement with Williams, Robinson, Rigler, & Buschjost for City Counselor Services. (City Administrator John Butz) City Counselor Carolyn Buschjost read the Resolution for one reading, by title: RESOLUTION 1997, A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE THE CITY COUNSELOR PERSONAL SERVICES CONTRACT BETWEEN THE LAW OFFICES OF WILLIAMS, ROBINSON, RIGLER AND BUSCHJOST, AND THE CITY OF ROLLA. A motion was made by Fridley and seconded by Kessinger to approve the agreement. A voice vote revealed 11 Ayes, zero Nays, and one absent.
- D. Statement of Finding by Legal Counsel and continued discussion regarding the request to allow Conditional Use Permit (CUP) for wireless communications facility. (City Planner Tom Coots) Further discussion was had regarding the Conditional Use Permit request. City Counselor Carolyn Buschjost went over the Findings of Fact and Conclusions developed by her and Mr. Thurman. Questions that Council will have to have answered by the next meeting were discussed as well as the creation of a Resolution or Ordinance by the next meeting to approve or deny the CUP.

Note: Due to internet issues, Councilperson Lyons was kicked off at 7:15pm and was able to reconnect by 7:28pm.

IV. NEW BUSINESS

- A. **Ordinance** to approve assignment of Interconnection Agreement to Missouri Joint Municipal Electric Utility Commission for Rolla Solar Farm. (RMU General Manager Rodney Bourne) In 2015, MC Power developed a 3.2MW solar farm in the City of Rolla. The development plan's intention was for MJMEUC to purchase the solar farm in 2021, after the 5 year solar tax credit period ended. When ownership of the solar farm transfers from private to public ownership, the tax status will change to "tax exempt" which was contemplated in the 2015 development plan. City Counselor Carolyn Buschjost read the proposed ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING AND APPROVING ASSIGNMENT AND ASSUMPTION OF INTERCONNECTION AND OPERATING AGREEMENT RELATED TO SOLAR FARM.

V. CLAIMS and/or FISCAL TRANSACTIONS

- A. **Motion** to award bid to Landmark Dodge out of Independence, Mo for the purchase of five 2022 Dodge Durango Pursuit SUV's for \$180,206.70. (Chief Sean Fagan) A motion was made by Fridley and seconded by Higgins to award the bid to Landmark Dodge. A voice vote revealed 10 Ayes, 1 Nay, and 1 absent.
- B. **Motion** to award bid to Behlman Dodge of Troy, Mo for the purchase of a 2021 Dodge Charger for \$28,999. (Chief Sean Fagan) A motion was made by Murphey and seconded by Johnson to award the bid to Behlman Dodge. A voice vote revealed 10 Ayes, 1 Nay, and 1 Absent.
- C. **Motion** to award bid to Public Safety Upfitters for the purchase of new vehicle equipment for \$59,329. (Chief Sean Fagan) A motion was made by Eberly and seconded by Higgins to award the bid to Public Safety Upfitters for the necessary equipment. A voice vote revealed 10 Ayes, 1 Nay, and 1 Absent.
- D. **Motion** to award bid to Advantage Police Supply for 15 SWAT headsets for \$17,122.40. (Chief Sean Fagan) A motion was made by Renaud and seconded by Kessinger to award the bid to Advantage Police Supply. A voice vote revealed 11 Ayes, zero Nays, and one absent.
- E. **Motion** to award bid to First Spear, LLC for the purchase of replacement tactical vest plates for \$22,243.92. A motion was made by Johnson and seconded by Fridley to award the bid to First Spear, LLC. A voice vote revealed 11 Ayes, zero Nays and one absent.

VI. CITIZEN COMMUNICATION - None

VII. MAYOR/CITY COUNCIL COMMENTS

- A. Mayor Magdits spoke for Small Business Saturday, November 27th, 2021. A proclamation will be declared on Tuesday, the 16th at 10:30am in front of Red Door.
- B. Councilwoman Eberly commented on her shopping experience last Saturday and how our local businesses were carrying a lot of really unique gifts and encouraged citizens to go support our local businesses this Holiday season.
- C. Mayor Magdits spoke on the current uptick in Covid figures.

- D. Councilperson Lyons advised this week is Transgender awareness week and ends with Transgender Day of Remembrance. Lyons encouraged everyone to help decrease the rate of suicide in our community by accepting people as they are.
- E. City Administrator John Butz advised that Lichternacht would be on Friday, December 3rd and Christkindl Market would be on Saturday the 4th. The Christmas Parade will also be on Saturday, December 4th.
- F. Councilperson Lyons warned citizens of protestors who have been on Hwy 63 and Kingshighway from 4pm-7pm. She cautioned citizens to be careful of protestors who are difficult to see in the dark in that location.
- G. Councilman Kessinger commented on all the new and amazing developments that are happening in Rolla right now.

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION – Closed Session Pursuant to RSMo 610.021 (2), (1) and (18) for four items of discussion pertaining to real estate, legal action, and operations guidelines, policies for law enforcement. At 8:00pm, a motion was made by Johnson and seconded by Murphey go into closed session. A roll call vote showed the following: Ayes: Higgins, Steen, Fridley, Mayberry, Murphey, Lyons, Johnson, Kessinger, Florence, Eberly, and Renaud. Nays: none. Absent: Bolin

X. ADJOURNMENT

Having no further business, the meeting adjourned at approximately 9:44 pm
Minutes respectfully submitted by City Clerk Lorri Thurman.

CITY CLERK

MAYOR

2021

Fiscal Year 4th Quarter Report



Rolla Municipal Utilities
Provided to Rolla City Council
December 6, 2021

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A STATEMENT BY THE BOARD OF PUBLIC WORKS

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

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

The Board has three primary obligations:

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

Regarding Service Interruptions:

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

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

No merchandise will be sold in competition with local merchants.

No repair service will be maintained in competition with local Electric Service men.

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

Rolla Board of Public Works

H. E. CASTLEMAN, President
F. H. FRAME, Vice-President
R. E. SCHUMAN, Secretary
F. A. CAMERON, Member

FOURTH QUARTER FINANCIAL RECAP (Unaudited)

OPERATING INCOME and EXPENSES

	4th Quarter FYTD 2021	4th Quarter FYTD 2020	CHANGE
OPERATING REVENUES	\$30,303,528	\$29,408,856	\$894,672
OPERATING EXPENSES	(\$34,541,027)	(\$30,199,649)	(\$4,341,378)
OPERATING INCOME	(\$4,237,500)	(\$790,794)	(\$3,446,706)
OTHER INCOME & EXP.	\$9,555,285	\$1,099,046	\$8,456,239
NET INCOME	\$5,317,786	\$308,252	\$5,009,534

September operating income of \$30,303,528. This is an increase of over \$300,000 from September 2020 and an increase of over \$894,000 year-to-date. We finished the year at 101% of our projection for operating income, the income budget for the year was not adjusted for February's winter storm, as any change in income was negligible.

Purchased Power expenses are once again showing a decrease of \$85,765 from September 2020. We finished the year at 100.75% of our adjusted budget for purchased power. The budget for power was adjusted to account for the large power expense due to February's winter storm. Operating expenses finished the year at \$34,541,027 which includes the \$25,692,606 for purchased power. This finished the year with an operating loss of \$4,237,500. This is slightly better than what was projected. Overall, we finished the year with a total Net Gain of \$5,317,786. This amount includes other income including the proceeds from the AXTI Sale.



STATUS OF PENDING PROJECTS



ELECTRIC DEPARTMENT

- **ELECTRICAL EXTENSIONS/UPGRADES**

- Ann Lee Drive. Underground electric, distribution system extension to serve residential subdivision. Started, May 12, 2021. Ongoing.
- 1051 East 18th Street. Upgrade of transformer and metering for commercial renovation. Started and completed, July 14, 2021.
- Heritage Substation: Circuit 1 (South Central) and 3 (West). Replacement of underground conductor from substation to riser poles for both circuits after failure of underground portion of Circuit 1. Started, July 27, 2021. Completed, September 3, 2021.
- 1022 Kingshighway (Burger King). Reconfiguration of poles, primary underground, pad mount transformer, and metering in conjunction reconstruction of the business. Started, September 2, 2021. Ongoing.
- Downtown North Substation: Circuit 1B (Northeast). Reconfiguration of some of the overhead and underground electric distribution system to replace underground conductor that failed. Started, September 28, 2021. Ongoing.

WATER DEPARTMENT

• WATER MAIN INSTALLATION

- Pine Street and Elm Street: 12th Street to Bishop Avenue. Replacement of water services. Started, June 24, 2021. Ongoing.
- Ridgeview Road: Adrian Avenue to Morrell Avenue. Replacement of 6" watermain with new 8" PVC in conjunction with street resurfacing. Started, July 28, 2021. Completed, August 24, 2021.
- Well #8. Replacement of pump, motor, motor starter, and control / monitoring system. Started, September 16, 2021. Completed, October 5, 2021.
- Green Acres Drive (22 Green Acres Drive to Highway 72). Replacement of 4" watermain with new 8" PVC. Started, October 22, 2021. Ongoing.

FIBER

- RMU Communications Building to 9th Street and Tower Substation (Nagogami Road Substation to Bosa Nova Drive). Installation of overhead fiber optic cable. Started, May 11, 2021. Completed, September 10, 2021.

TRAINING/PERSONNEL

- Missouri Public Alliance (MPUA) Apprentice Lineman Training Program. 3 Phase Transformer Bank and Troubleshooting (4th year). Attended by Jay Roberts. June 8-11, 2021. Fulton, MO.
- Survalent Users Conference (RMU SCADA Provider) – Online Conference. Attended by Eric Seest and Nathan Randolph. October 7-8, 2021.

MPUA/MoPEP UPDATES

- MJMEUC Executive Committee Meetings. Attended by Chad Davis and Rodney Bourne. September 1-2, 2021. Columbia, MO.
- MoPEP Committee Meeting (Conference Call). Attended by Chad Davis and Rodney Bourne. September 9, 2021.
- MPUA Annual Conference, Executive Committee, and Board Meetings. Attended by Chad Davis and Rodney Bourne. October 6-8, 2021.

MISCELLANEOUS

- Street repairs for excavation from water main repairs and service line replacements. Total Cost - \$80,583.00 (September 24, 2021, and September 30, 2021, invoices)

Disconnect Notices

Starting on January 1, 2022, RMU will no longer be mailing out disconnect notices. Going forward all notices will be emailed to customers who have signed up for e-notifications.

RMU is notifying customers through billing statements, Facebook, and notices to customers currently receiving disconnect notices.

To encourage customers to sign-up for e-billing and text notifications, RMU will provide a utility credit incentive drawing for the next three months. One customer each month will receive a \$100 utility credit. The sooner you sign-up the more chances you have to win. To sign-up, follow the directions below:

To sign up for e-bills and notifications simply follow the following steps:

1. Go to the website:
<https://ipn.paymentus.com/cp/rlla>
2. Click on Register now and fill in your account details
3. Once enrolled and logged in click on "Add Account"
4. Enter in your account number and click on the paperless button
5. Then under Payment Reminder Email Notification select "5 Days After"
6. You then have the option of receiving notifications via text
7. Finally, click on the box that says, "I agree to the Payment Authorization Terms" and then click on the box that says add account.



OCTOBER MATERIALS COLLECTED & SHIPPED FROM RECYCLING CENTER

(Based on Calendar Year)

Material	Oct 2021	Sep 2021	Oct 2020	Year-to-Date 2021	Year-to-Date 2020	Yearly Total 2020
Cardboard	143.5 ton	117.0 ton	162.0 ton	1,380.5 ton	1,304.9 ton	1,567.4 ton
Newspaper	36.5 ton	35.0 ton	39.0 ton	455.5 ton	364.4 ton	443.9 ton
High Grade Paper	22.0 ton	0.0 ton	0.0 ton	65.5 ton	65.0 ton	65.0 ton
Aluminum	1.9 ton	0.0 ton	1.7 ton	16.3 ton	15.5 ton	19.0 ton
Steel Cans/Scrap Metal	6.9 ton	4.5 ton	2.2 ton	55.9 ton	48.6 ton	59.7 ton
Plastic	10.0 ton	20.0 ton	10.0 ton	102.1 ton	94.0 ton	114.0 ton
Glass	23.2 ton	0.0 ton	40.0 ton	238.2 ton	265.5 ton	283.5 ton
Batteries	360 lbs ton	0.0 ton	0.0 ton	0.3 ton	0.8 ton	0.8 ton
Electronic Waste	4.0 ton	0.0 ton	3.7 ton	40.3 ton	36.8 ton	45.3 ton
Household HW	0.0 ton	0.0 ton	0.0 ton	0.3 ton	2.5 ton	4.0 ton
TOTAL	248.0 ton	176.5 ton	258.6 ton	2,354.8 ton	2,198.0 ton	2,602.6 ton

SERVICES PROVIDED

Type of Service	Oct 2021	Sep 2021	Oct 2020	Year-to-Date 2021	Year-to-Date 2020	Yearly Total 2020
Special Pick-ups	44	70	73	632	771	911
Paper Shredding	3.5 hours	5.0 hours	6.5 hours	57.8 hours	56.2 hours	61.2 hours
Reported Trash Nuisances	0	0	13	0	136	156
Households Dropping Off Hazardous Waste	54	27	92	626	695	804

DISPOSAL TONNAGE

(Sanitation Division)

Material	Oct 2021	Sep 2021	Oct 2020	Year-to-Date 2021	Year-to-Date 2020	Yearly Total 2020
Refuse	1,594.3 ton	1,661.4 ton	1,402.2 ton	15,398.4 ton	13,311.8 ton	15,987.6 ton

15.7% inc in
Volume!

H.P.1

Management Report
FISCAL YEAR 2022

November 2021

BUILDING PERMITS ISSUED	NOVEMBER FY 2022		NOVEMBER FY 2021		YTD FY 2022		YTD FY 2021		Δ CHANGE FY 21 - FY 22	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
PERMITS ISSUED	27		37		73		58		25.9%	
Electric, Plumbing, etc. Only	8		10	\$	21	\$	19	\$	10.5%	
Single Famil Detached	2	\$ 494,727	-		4	\$ 1,332,927	-		#DIV/0!	#DIV/0!
Single Family Attached			-		4	\$ 869,000	-			
Duplexes			-		-		-			
3-or-4 family			-		5	\$ 2,131,000	-			
5-or-more family			-		-		-		#DIV/0!	#DIV/0!
Hotels, Motels			-		-		-			
Other nonhousekeeping shelter			-		-		-			
Amusement, social, recreational	1	\$ 141,500	-		1	\$ 141,500	-			
Churches, other religious			-		-		-			
Industrial			-		-		-			
Parking garages			-		-		-			
Service stations, repair garages			-		-		-			
Hospitals, institutional			-		-		-			
Offices, banks, professional			-		-		-			
Public Works, utilities			-		-		-			
Schools, other educational			-		-		-			
Stores, customer			-		-		-			
Towers, antennas			-		-		-			
Signs, attached and detached	8	\$ 62,700	2	\$ 3,900	12	\$ 93,700	6	\$ 19,550	100.0%	379.3%
Residential addition, remodel	4	\$ 38,000	2	\$ 55,000	13	\$ 173,500	5	\$ 75,000	160.0%	131.3%
Commercial addition, remodel	3	\$ 305,000	4	\$ 65,000	8	\$ 1,422,500	6	\$ 190,000	33.3%	648.7%
Residential garage, carport			-		-		-			
Demolition, single family	1		17	\$	3	\$	19	\$	-84.2%	#DIV/0!
Demolition, 2-family			-		-		-			
Demolition, 3-or-4 family			-		-		-			
Demolition, 5-or-more family			-		-		-			
Demolition, all other			2	\$	2	\$	2	\$	0.0%	
Total Residential Units	2	\$ 494,727.00	-		25	\$ 4,332,927	-		#DIV/0!	#DIV/0!
EST. CONSTRUCTION COSTS		\$ 1,041,927	-	\$ 123,900	-	\$ 6,164,127	-	\$ 898,650	#DIV/0!	585.9%
Building Permit Fees		\$ 5,288	-	\$ 2,650	-	\$ 24,779	-	\$ 5,675	#DIV/0!	336.6%
FEEES		\$ 14,638	-	\$ 8,400	-	\$ 51,804	-	\$ 15,725	#DIV/0!	229.4%

INSPECTIONS PERFORMED	NOVEMBER FY 2022		NOVEMBER FY 2021		YTD FY 2022		YTD FY 2021		FY FY 21 - FY 22	
	#	Value	#	Value	#	Value	#	Value	#	%
Building Inspections	145		80		309		150		106%	
Electrical Inspections	85		48		148		122		21%	
Excavation Inspections	0		0		0		0		#DIV/0!	
Plumbing Inspections	48		34		83		78		6%	
Mechanical Inspections	20		24		41		58		-29%	
Code Inspections	248		114		469		245		91%	
Nuisance Inspections	44		39		116		102		14%	
Business License Inspections	9		7		14		12		17%	
TOTAL INSPECTIONS	599		346		1180		767		54%	

III.b.1

Rolla Police Department Monthly Report

YTD 2021

Calls for Service

"Calls for Service" refers to the general daily activity of the officers - and dispatchers, in some situations - of the Rolla Police Department, as recorded in the Computer Aided Dispatch (CAD) system. Each incident handled by one or more of those individuals, whether in response to a citizen's request for assistance, self-initiated by an officer, or scheduled, is recorded as a single "Call for Service". Call types are assigned based on the initial circumstances presented to the dispatcher and, therefore, should not be considered a reflection of the full nature of the call. "Calls for Service" should also not be mistaken for "Reports Taken".

<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>	<u>2020 YTD</u>	<u>% Increase</u>
Abandoned/Recovered Property	20	17	11	21	20	21	26	14	20	22			192	236	-18.64%
Abandoned Vehicle	16	15	15	12	23	25	27	24	18	25			200	150	33.33%
Accident - Fatality	0	0	0	0	0	0	1	0	0	0			1	1	0.00%
Accident - Injury	21	11	25	16	23	17	10	9	16	19			167	136	22.79%
Accident - Leave The Scene	13	16	15	17	14	18	14	18	15	15			155	131	18.32%
Accident - No Injury	48	37	39	34	35	48	28	31	39	53			392	361	8.59%
Accident - Private Property	12	20	23	27	22	24	29	28	29	29			243	225	8.00%
Accident - Road Blocked	6	8	10	11	4	11	4	6	6	6			72	57	26.32%
Adult Abuse	0	0	0	0	0	1	1	0	1	1			4	1	300.00%
Alarm LE	74	73	56	67	53	71	70	56	58	62			640	423	51.30%
Animal Bite/Attack	2	2	5	4	2	5	7	4	0	1			32	32	0.00%
Animal Control	79	82	124	116	164	134	128	133	154	131			1,245	1,125	10.67%
Arson	0	0	0	0	0	0	0	0	0	0			0	1	-100.00%
Assault	7	10	9	10	6	10	16	6	11	10			95	107	-11.21%
Assist Agency Non-LEA	85	63	94	69	66	76	89	105	71	77			795	669	18.83%
Assist Citizen	10	14	6	6	8	12	8	5	7	9			85	59	44.07%
Assist LEA	28	14	24	22	21	16	11	17	13	14			180	119	51.26%
Assist Motorist	32	49	29	27	27	25	35	24	27	20			295	181	62.98%
Benevolent Fund	0	0	0	0	0	0	0	0	0	0			0	63	-100.00%
Bomb Threat	0	0	0	0	0	0	0	0	0	0			0	1	-100.00%
Building Lockout	0	1	0	0	0	1	0	0	0	2			4	7	-42.86%
Burglary	20	17	21	15	16	17	17	13	18	16			170	203	-16.26%
Business/Building Check	303	179	202	129	152	315	175	209	161	213			2,038	1,376	48.11%
Call for Police	77	60	105	105	110	129	125	115	87	101			1,014	709	43.02%
Check Well Being	96	98	88	92	93	124	119	123	102	118			1,053	861	22.30%
Child Abuse	1	2	5	8	2	3	0	1	3	1			26	20	30.00%
Child Exploitation/Pornography	0	0	0	0	1	0	0	0	0	1			2	1	100.00%
Commitment Order (Muni)	0	0	0	0	0	0	0	0	0	0			0	2	-100.00%
Confidential Investigation	0	0	0	0	0	0	0	0	0	0			0	7	-100.00%
Conservation Violation	0	0	0	0	0	0	0	0	0	1			1	2	-50.00%
Court	3	10	13	21	16	12	8	24	17	9			133	87	52.87%
Crossing Guard (Officer coverage)	7	11	0	4	0	0	1	4	16	24			67	28	139.29%
CWB 911 Hangup	237	249	266	259	283	260	320	284	259	243			2,660	2,846	-6.54%
Death	0	0	3	3	1	0	1	1	0	2			11	11	0.00%
Destruction of Property	16	8	19	23	18	13	23	23	28	16			187	153	22.22%
Disturbance-Fireworks	0	0	0	1	0	4	26	1	1	2			35	50	-30.00%
Disturbance-Liquor	2	1	2	1	0	2	0	1	1	0			10	9	11.11%
Disturbance-Other	62	68	91	81	74	110	77	92	81	60			796	774	2.84%
Domestic Violence	32	40	50	38	41	42	36	43	30	38			390	379	2.90%
Driving While Intoxicated	6	3	10	5	9	7	18	13	13	12			96	111	-13.51%
Drown/Water Rescue	0	0	0	0	0	1	1	0	0	0			2	2	0.00%
Drug Paraphernalia	13	15	5	6	3	4	6	7	6	7			72	115	-37.39%
Escort - Bank	0	1	0	0	0	0	0	0	1	0			2	3	-33.33%
Escort - Courtesy	12	8	10	20	8	10	5	7	8	6			94	73	28.77%
Escort - Funeral	10	9	6	6	6	7	10	5	8	9			76	60	26.67%
Exparte Violation	5	5	8	7	7	7	13	8	7	6			73	65	12.31%
Field Interview	34	28	54	49	69	62	54	72	105	57			584	475	22.95%
Fight	4	1	7	6	13	7	3	7	3	10			61	68	-10.29%
Fingerprints	1	3	6	17	11	9	5	3	4	10			69	89	-22.47%
Follow-up	175	117	103	137	134	116	158	122	163	107			1,332	1,288	3.42%
Foot Patrol	0	1	4	0	1	2	1	1	0	1			11	4	175.00%
Forgery-Counterfeiting	0	0	0	0	2	1	0	0	2	2			7	14	-50.00%
Found Body	0	0	0	0	0	0	0	1	0	1			2	0	#DIV/0!
Fraud - Checks/Credit Card	11	15	10	30	27	13	11	25	15	32			189	221	-14.48%
Harassment	12	21	17	13	22	23	15	15	28	11			177	176	0.57%
Hotel/Motel Check	0	0	0	0	0	1	0	0	0	0			1	8	-87.50%
Identity Theft	1	0	1	1	1	0	0	0	0	1			5	4	25.00%
Information Request	204	179	220	215	243	254	251	235	207	217			2,225	2,273	-2.11%
Intoxicated Person	7	7	19	6	10	8	15	14	8	6			100	86	16.28%

III.C.1

<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>	<u>2020 YTD</u>	<u>% Increase</u>
Juvenile Complaint	5	3	14	4	5	8	10	14	6	9			78	85	-8.24%
Keep the Peace/Standby	2	5	17	4	9	12	20	21	16	12			118	118	0.00%
Kidnapping	0	0	0	0	0	0	0	2	0	1			3	3	0.00%
Leave without Pay	0	2	1	0	1	0	1	1	1	3			10	25	-60.00%
Liquor Violation	0	0	2	0	0	0	0	0	1	0			3	5	-40.00%
Littering/Dumping	0	0	3	4	3	2	2	5	4	6			29	30	-3.33%
Loitering	8	4	4	6	14	18	22	14	18	12			120	109	10.09%
Lost or Stolen Property	6	5	3	3	2	10	4	6	5	6			50	56	-10.71%
Loud Noise Complaint	22	19	16	30	38	19	16	12	19	24			215	250	-14.00%
Malicious Mischief	1	2	0	0	1	0	0	1	0	1			6	8	-25.00%
Mask Ordinance Violation	4	0	0	0	0	0	0	0	0	0			4	0	#DIV/0!
Mental Health	35	26	22	21	32	21	23	40	22	34			276	267	3.37%
Missing Person	5	5	9	7	11	4	11	12	7	13			84	71	18.31%
Narcotics Violation	22	21	35	28	41	31	27	43	23	21			292	329	-11.25%
No Business License	0	0	0	0	0	0	0	0	0	0			0	2	-100.00%
Open Door	13	4	7	3	6	12	4	10	13	14			86	58	48.28%
Overdose	23	8	9	13	5	12	4	10	7	9			100	88	13.64%
Paper Service	12	27	16	36	25	19	42	27	33	26			263	235	11.91%
Prisoner Transport	1	1	2	3	5	5	5	2	1	4			29	36	-19.44%
Property Damage-Non Criminal	2	0	1	0	3	1	3	0	2	1			13	17	-23.53%
Prostitution	0	0	0	0	0	0	0	0	0	1			1	0	#DIV/0!
Prowler	3	0	5	2	4	1	4	1	5	8			33	30	10.00%
Public Indecency	0	1	1	2	0	1	1	1	3	0			10	5	100.00%
Public Relations	1	6	8	10	11	2	5	7	9	24			83	96	-13.54%
Pursuit	0	0	0	1	2	2	0	1	1	1			8	4	100.00%
Rape/Sexual Assault	0	1	1	0	1	0	2	1	1	1			8	8	0.00%
Robbery	0	1	0	1	1	0	0	0	0	0			3	3	0.00%
Runaway	2	2	1	3	7	9	4	4	10	7			49	31	58.06%
Search Warrant	1	0	0	0	0	0	2	0	0	0			3	3	0.00%
Vacation/Security Check	6	3	9	2	8	13	12	14	32	9			108	143	-24.48%
Selective Enforcement	0	0	1	1	0	0	0	0	2	0			4	7	-42.86%
Sewer Alarm	0	0	0	0	0	0	0	1	0	0			1	2	-50.00%
Sex Offenses	4	2	5	5	3	3	2	5	4	2			35	46	-23.91%
Shots Fired	5	1	4	2	4	3	2	4	7	1			33	34	-2.94%
Smoking Violation	0	0	0	0	1	1	0	0	0	0			2	0	#DIV/0!
Soliciting	0	0	1	1	0	2	1	4	2	0			11	18	-38.89%
Stabbing	0	0	0	0	0	0	0	0	0	0			0	3	-100.00%
Stabbing or Shooting with Injury	0	1	0	0	2	1	1	0	2	0			7	7	0.00%
Stalking	0	0	0	1	0	0	1	0	1	0			3	2	50.00%
Stay Home Order	0	0	0	0	0	0	0	0	0	0			0	4	-100.00%
Stealing	82	64	85	71	99	90	96	81	67	89			824	985	-16.35%
Stolen Vehicle	12	8	14	5	9	12	8	12	8	8			96	99	-3.03%
Suicide	0	0	0	0	0	0	1	0	0	0			1	0	#DIV/0!
Suspicious Activity	77	69	84	84	105	114	92	107	88	129			949	1,074	-11.64%
Suspicious Package/Item	1	1	0	0	1	0	0	0	0	1			4	0	#DIV/0!
SWAT Callout	0	0	0	0	1	0	1	0	0	1			3	2	50.00%
Tampering	8	6	3	8	7	8	1	8	9	5			63	110	-42.73%
Telephone Harassment	9	8	8	6	13	16	14	8	10	13			105	104	0.96%
Tow Sticker Expired	6	8	6	10	11	13	5	8	4	18			89	83	7.23%
Traffic Complaint	113	98	129	124	140	150	121	144	162	148			1,329	1,211	9.74%
Traffic Stop	244	160	394	306	458	501	403	389	523	372			3,750	2,995	25.21%
Trespassing	17	16	18	18	42	37	50	47	28	32			305	304	0.33%
Try to Contact	7	9	9	10	14	19	21	8	15	19			131	145	-9.66%
Vehicle Identification	86	44	73	54	49	65	58	81	67	71			648	560	15.71%
Vehicle Lockout	2	4	6	4	4	7	2	3	1	6			39	24	62.50%
Vehicle Repossession	7	6	2	2	1	3	2	2	2	5			32	45	-28.89%
Veterinary Call	4	1	5	8	2	6	8	11	9	10			64	61	4.92%
Weapons Violation	1	2	3	4	4	2	1	3	2	0			22	24	-8.33%
Totals	2,663	2,242	2,866	2,664	3,066	3,333	3,113	3,124	3,119	3,013	0	0	29,203	26,802	8.96%

III.C.2

Rolla Police Department Monthly Report
YTD 2021

Part I Crimes

Calls that result in written reports are processed through the department's Records Management System (RMS) and ultimately reported to the MSHP and FBI. Beginning in 2020, we transitioned from the FBI's Uniform Crime Report (UCR) method, which counted only the most serious crime from each incident, to the National Incident-Based Reporting System (NIBRS), which counts each of the offenses per incident separately. NIBRS is now considered the FBI's standard method of reporting. The FBI has historically classified eight of the most serious offenses as "Part I Crimes":

	<u>Criminal</u> <u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Felony Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Change from</u> <u>Previous Yr</u>
October	0	0	0	3	12	56	2	0	73	
YTD 2021	0	9	7	42	97	472	30	1	658	
2020	1	11	1	93	156	712	59	1	1034	11.42%
2019	0	16	6	87	164	604	46	5	928	14.71%
2018	0	30	7	84	102	547	34	5	809	-5.49%
2017	0	18	14	80	114	593	32	5	856	12.19%
2016	0	11	8	62	112	534	33	3	763	

Overdoses

The following data pertain to calls for service responded to by the Rolla Police Department in which an overdose was known or suspected. It is not an accurate representation of all overdoses occurring in Rolla, as these incidents aren't always reported since Narcan is available over-the-counter. Also, in many circumstances, law enforcement may not be called on to respond, as an overdose could be reported as a medical call, or the patient could be transported to the hospital by family/friends. Note the "Narcan Administered" column is ONLY for Narcan administered by RPD. Therefore, it cannot be used as a representation of the # of Narcan uses per overdose incident, as many times another responding agency (Fire, EMS, other LE) administers the Narcan. We do not have statistics for those agencies. Overdose Deaths are those deaths in which it is immediately known an overdose was involved. There is potential for this total to increase as death investigations and/or lab results are finalized.

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
October	12	4	0
YTD 2021	120	50	13
2020	136	49	4

ANIMAL CONTROL MONTHLY TOTALS

October 2021

ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2021 YTD Total	2020 YTD Total
City of Rolla	18	3	0	14	35	392	330
Rolla Area	0	2	0	0	2	32	16
City of Newburg	0	0	0	0	0	3	0
Newburg Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	4
Other Agencies	0	0	0	0	0	0	0
St. James Area	0	0	0	0	0	1	8
Ft. Leonard Wood	0	0	0	0	0	1	0
Monthly Total	18	5	0	14	37		
2021 YTD Total	203	90	0	136		429	
2020 YTD Total	166	71	2	119			358
Total Phelps County	0	2	0	0	2	32	16

ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2021 YTD Total	2020 YTD Total
Animals Adopted ①	10	2	0	0	12	99	103
Animals Claimed	12	0	0	0	12	99	99
Euthanized(III/Injured)	0	0	0	0	0	8	3
Euthanized(Dangerous)	2	1	0	0	3	46	14
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	0	1	0	0	1	72	63
Transferred to Rescue③	0	0	0	0	0	19	5
Wildlife Relocated	0	0	0	6	6	69	66
Other	1	0	0	0	1	5	9
Monthly Total	25	4	0	6	35		
2021 YTD Total	196	90	0	131		417	
2020 YTD Total	174	69	1	118			362

ADDITIONAL STATISTICS

	Monthly Total	2021 YTD Total	2020 YTD Total
Adoption Rate (① +③)÷(①+②+③)	100.00%	100.00%	100.00%
PR Programs	0	9	3
Calls for Service	138	1,333	2,850
Written Warnings	0	0	5
Citations	3	27	28
Total Incinerator Hours	56	638	701

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The Centre Rolla's Health & Recreation Complex
Income Statement
For the 1 Months Ending
October 31, 2021

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
Members:								
New	134	161	-17%	70	134	161	-17%	70
Net New & Reactivated Bridge/Freezes	6				6			
Cancelled	89	74	-20%	16	89	74	-20%	16
Net	51	87	-41%	54	51	87	-41%	54
Total Members	1,595	1,712	-7%	1,678	1,595	1,712	-7%	1,678
Revenues								
Rental & Other:								
Miscellaneous Income	\$0	\$0	\$0	\$489	\$0	\$0	\$0	\$489
	0	0	0	489	0	0	0	489
Member Services:								
Membership Dues	38,597	42,800	(4,203)	26,871	38,597	42,800	(4,203)	26,871
Guest Fees	4,660	6,000	(1,340)	725	4,660	6,000	(1,340)	725
Special Programs	1,570	0	1,570	0	1,570	0	1,570	0
Locker Rent	106	0	106	0	106	0	106	0
	44,933	48,800	(3,867)	27,596	44,933	48,800	(3,867)	27,596
Fitness:								
Enrollment Fees/Health Assessments	4	4,025	(4,021)	0	4	4,025	(4,021)	0
Special Programs	62	100	(38)	1,349	62	100	(38)	1,349
	66	4,125	(4,059)	1,349	66	4,125	(4,059)	1,349
Ancillary:								
Swim Programs	7,901	11,000	(3,099)	3,150	7,901	11,000	(3,099)	3,150
General Medical Integration	0	495	(495)	0	0	495	(495)	0
Recreation	3,551	3,000	551	6	3,551	3,000	551	6
Café	0	650	(650)	30	0	650	(650)	30
Pro Shop	187	270	(83)	0	187	270	(83)	0
Personal Training/Pilates	2,156	5,650	(3,494)	0	2,156	5,650	(3,494)	0
Children's Area	980	500	480	0	980	500	480	0
	14,775	21,565	(6,790)	3,186	14,775	21,565	(6,790)	3,186
Total Revenue	59,774	74,490	(14,716)	32,619	59,774	74,490	(14,716)	32,619
Expenses								
Salaries & Burden	83,794	86,011	2,217	29,584	83,794	86,011	2,217	29,584
Other Employee Expenses	1,479	2,000	521	1,809	1,479	2,000	521	1,809
General Supplies & Services	499	375	(124)	105	499	375	(124)	105
Program Supplies	0	150	150	0	0	150	150	0
Environmental Supplies	2,168	2,250	82	2,318	2,168	2,250	82	2,318
Cost of Goods Sold	39	612	573	0	39	612	573	0
Minor Equipment	282	817	535	64	282	817	535	64
Repairs & Maintenance/Service Contracts	3,999	7,572	3,573	2,502	3,999	7,572	3,573	2,502
Marketing & Collateral	1,985	5,200	3,215	2,248	1,985	5,200	3,215	2,248
Utilities	14,580	15,125	545	5,319	14,580	15,125	545	5,319
Bank Fees & Miscellaneous	3,271	1,387	(1,884)	51	3,271	1,387	(1,884)	51
Licenses & Other Fees	1,997	2,136	140	0	1,997	2,136	140	0
Total Expenses	114,093	123,635	9,542	43,998	114,093	123,635	9,542	43,998
Net Operating Income	(\$4,318)	(\$9,145)	(\$5,173)	(\$11,379)	(\$4,318)	(\$9,145)	(\$5,173)	(\$11,379)
Management Fees	8,000	10,000	2,000	10,896	8,000	10,000	2,000	10,896
Net Income (Loss)	(\$62,318)	(\$59,145)	(\$3,173)	(\$22,275)	(\$62,318)	(\$59,145)	(\$3,173)	(\$22,275)
Ancillary Services Net Income (Loss)								
Swim Programs (Net)	\$3,528	\$6,600	(\$3,072)	(\$4,751)	\$3,528	\$6,600	(\$3,072)	(\$4,751)
Recreation (Net)	\$1,250	\$900	\$350	(\$401)	\$1,250	\$900	\$350	(\$401)
Café (Net)	\$0	\$227	(\$227)	\$30	\$0	\$227	(\$227)	\$30
Pro Shop (Net)	\$148	\$81	\$67	\$0	\$148	\$81	\$67	\$0
Personal Training/Pilates (Net)	(\$398)	\$1,978	(\$2,376)	\$0	(\$398)	\$1,978	(\$2,376)	\$0
Children's Area (Net)	(\$623)	(\$995)	\$372	\$0	(\$623)	(\$995)	\$372	\$0
Total Ancillary Services Net Income (Loss)	\$3,905	\$8,791	(\$4,886)	(\$5,122)	\$3,905	\$8,791	(\$4,886)	(\$5,122)

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STATISTICS

October 2021

PRODUCTION

Date of Demand	10/08/2021
Time of Demand	04:15 PM
Scada Demand	43,490.00
kWh Purchased	22,729,400
Total Cost	\$1,395,030.77 *
Cost per kWh	0.061376 *
Load Factor	68.7%

Pumped #2 Well	0
Pumped #3 Well	0
Pumped #4 Well	2,266,000
Pumped #5 Well	2,539,000
Pumped #6 Well	4,132,000
Pumped #7 Well	2,697,000
Pumped #8 Well	522,000
Pumped #9 Well	6,182,000
Pumped #10 Well	4,789,000
Pumped #11 Well	5,166,000
Pumped #12 Well	3,952,000
Pumped #13 Well	7,588,000
Pumped #14 Well	8,846,000
Pumped #15 Well	4,066,000
Pumped #16 Well	7,634,000
Pumped #17 Well	5,977,000
Pumped # 1 Ind Park Well	5,486,000
Pumped # 2 Ind Park Well	6,451,000
Total Gallons	78,293,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	7,968	6,408
Residential - Three Phase	22	20
Commercial - Single Phase	937	513
Commercial - Three Phase	501	306
Power Service	100	92
Industrial	6	2
Area Lighting	16	7
Street Lighting	28	1
Missouri S&T		5
PWSD #2		540
Total	9,578	7,894

ELECTRIC SALES

Residential - Single Phase kWh	7,326,869
Residential - Three Phase kWh	158,815
Commercial - Single Phase kWh	1,377,585
Commercial - Three Phase kWh	3,572,794
Power Service kWh	7,362,450
Industrial kWh	6,438,250
Area Lighting kWh	24,307
Street Lighting kWh	32,963
Rental Lights kWh	78,141
Total kWh Sold	26,372,174
Demand kW	29,513
Revenue	\$2,297,819.52
Monthly Gain	16.03%
Fiscal Year to Date Gain	16.03%

WATER SALES

Residential - Single Phase Gallons	30,074,000
Residential - Three Phase Gallons	454,000
Commercial - Single Phase Gallons	8,809,000
Commercial - Three Phase Gallons	6,162,000
Power Service Gallons	12,661,000
Industrial Gallons	2,601,000
Missouri S&T Gallons	4,466,000
PWSD #2 Gallons	2,834,000
Total Gallons Sold	68,061,000
Revenue	\$326,663.86
Pumping Cost, Electric	\$35,511.88
Monthly Unidentified Loss	9.26% **
Fiscal Year to Date Unidentified Loss	9.26% ***

Sewer Service Charge	\$444,622.07
Refuse Service Charge	\$201,615.16
Gross Payroll	\$265,098.96

* Energy losses are not included in this statistic and are estimated at an additional 12%.

** Loss includes 2,984,000 gallons per water main flushing records.

*** FY loss includes 2,984,000 gallons per water main flushing records.

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**FINANCIAL STATEMENT
OCTOBER 2021**

RECEIPTS:		
Electric, Water, Tax, Sewer and Refuse Charge	\$3,253,062.61	
Accounts Receivable - Miscellaneous	\$18,454.47	
Customer's Deposits - Refundable	\$27,003.98	
Misc Non-Operating Revenue	<u>\$2,805.40</u>	
Total Receipts	\$3,301,326.46	
FSCB Super-Now Account Interest (September 30, 2021)	\$1,876.99	
FSCB Money Market Account Interest (September 30, 2021)	\$0.00	
FSCB Electronic Payment Account Interest (September 30, 2021)	\$608.98	
FSCB ISC Sweep Account Interest (September 30, 2021)	\$17,117.27	
PCB Super-Now Account Interest (September 30, 2021)	\$0.29	
Public Utility Cash In Bank (September 30, 2021)	<u>\$31,005,788.97</u>	
Total Receipts and Cash In Bank		<u><u>\$34,326,718.96</u></u>
DISBURSEMENTS:		
Power Purchased	\$1,789,960.63	
Operating Expenses	\$244,627.09	
Administrative and General Expenses	\$93,330.71	
Payroll	\$196,266.03	
Capital Expenditures	\$245,229.25	
Construction in Progress	\$35,897.03	
Stock Purchases (Inventory)	\$16,774.72	
Balance of Customer's Deposits after Finals	\$19,601.35	
Medical, Dental, Vision and Life Insurance Paid by Employees	\$11,937.48	
Support Payment	\$0.00	
U.S. Withholding Tax	\$10,812.00	
Missouri Dept. of Revenue (Sales Tax)	\$54,868.37	
Missouri Dept. of Revenue (Income Tax)	\$26,177.20	
First State Community Bank (Social Security)	\$39,521.50	
Sewer Service Charge	\$391,665.00	
Refuse Service Charge	\$200,655.79	
PILOT to City of Rolla	\$130,738.15	
Purchase U.S. Treasury Bill / Certificates of Deposit	\$0.00	
Standpipes Lease/Purchase	\$1,374.95	
Utility Incentives	\$0.00	
Unclaimed Deposits to State	\$0.00	
Primacy Fees	\$0.00	
Void Checks:	<u>\$0.00</u>	
Total Disbursements	\$3,509,437.25	
Cash in Bank (October 31, 2021)	<u>\$30,817,281.71</u>	
Total Disbursements and Cash In Bank		<u><u>\$34,326,718.96</u></u>
BALANCE OF OTHER FUNDS:		
PUBLIC UTILITY ACCOUNTS:		
Citizens Bank of Newburg, Check #1270 for \$311.90		\$2,000.00
First State Community Bank-Electronic Payment Account, Ck#1058for \$1,642,870.49		\$233,773.86
First State Community Bank-Money Market		\$0.00
First State Community Bank-ICS Sweep Account		\$234,515.16
First State Community Bank-General Fund, Checks #34859 thru #35027 for \$3,509,437.25		\$2,799,200.40
PCB-Super Now, Check #26350 for \$7,772.98		\$2,000.29
Town & Country Bank, Check #1267 for \$96.89		<u>\$2,000.00</u>
Total Public Utility Accounts		<u>\$3,273,489.71</u>
ELECTRIC RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$10,195,583.00	FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Electric Reserves	\$10,195,583.00	
RESTRICTED ELECTRIC RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$14,250,000.00	FY21 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Electric Reserves	\$14,250,000.00	
WATER RESERVES:		
Certificates of Deposit	\$0.00	
Money Market Account	\$3,098,209.00	FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
Total Water Reserves	\$3,098,209.00	
TOTAL RESERVES:		<u><u>\$27,543,792.00</u></u>
TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:		<u><u>\$30,817,281.71</u></u>

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REGULAR SESSION - October 28, 2021

~ 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 4:32 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. (began presiding at 4:58 p.m.)
Secretary Dr. Wm. E. Showalter
Vice Secretary Ted Read

RMU Staff: General Manager Rodney P. Bourne, P.E.
Operations Manager Chad Davis, P.E.
Business Manager Jason Grunloh
Finance Manager Gwen Cresswell

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

* * * * *

I. APPROVAL OF MINUTES

Showalter made a motion, seconded by Read, the minutes of the October 4, 2021, Board meeting Regular and Executive sessions and the minutes of the October 19, 2021, Board meeting Regular session be approved as presented. Motion passed unanimously.

II. CITIZEN COMMUNICATION (None)

III. SPECIAL PRESENTATION (None)

IV. NEW BUSINESS

A. Personnel Policy Handbook Revision.

Cresswell reported that as discussed at the previous Board meeting, the attached rules modify our pay for shift differential overtime slightly. After a brief discussion, Showalter made a motion, seconded by Crump, to approve the revisions to Personnel Policy Handbook. Motion passed unanimously

B. Trucks #16 & #32 - RFB#22-100.

Davis reported that RMU sent out bids via USPS and local hand delivery for two new ½ ton pickups. RMU received only a single quote from Hutcheson Ford. GM is not providing fleet pricing at this time. The two other Ford dealers did not respond. The bid is slightly over the amount of \$64,000 budgeted. Staff recommends approval based on the long lead time (24 weeks) for these vehicles. We will surplus the old trucks. After a brief discussion, Read made a motion, seconded by Showalter, to approve bid from Hutcheson Ford in the amount of \$65,892.00. Motion passed unanimously.

V. STAFF REPORTS

A. FINANCE MANAGER'S REPORT'S (Cresswell)

1. The Board received the Statement of Income & Expenses reports for September 2021 (FY21). Cresswell reviewed September reports (FY21), with the following August comparisons:

Month-to-Date comparison of September 2020 to September 2021

- Cresswell stated that the financial statements in your packet are prior to the audit. RMU finished the year with operating income of \$30,303,528. This is an increase of over \$300,000 from September 2020 and an increase of over \$894,000 year-to-date. We finished the year at 101% of our projection for operating income, the income budget for the year was not adjusted for February's winter storm, as any change in income was negligible.
- Purchased Power expenses are once again showing a decrease of \$85,765 from September 2020. We finished the year at 100.75% of our adjusted budget for purchased power. The budget for power was adjusted to account for the large power expense due to February's winter storm.
- Operating expenses finished the year at \$34,541,027 which includes the \$25,692,606 for purchased power. This finished the year with an operating loss of \$4,237,500. This is slightly better than what was projected. Overall, we finished the year with a total Net Gain of \$5,317,786. This amount includes other income including the proceeds from the AXTI Sale.

2. Cresswell presented RMU's Financial Statement, Statistics report, and the Disbursement Summary for September 2021 which included the following public utility account checks and transfers:

Public utility checks	Phelps Co Bank - Super Now	Checks #26349
	First State Community Bank - General Fund	Checks #34749-34858
Transfer of funds	First State Community Bank - Electronic Pmt Acct	Check #1056
	Citizens Bank of Newburg	Check #1269

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

3. Website Update.

- Cresswell reported that our IT intern revamped our website last week. Management is in the process of reviewing the site and updating as required. Also, we are exploring shortening our domain name which will affect our email addresses. Management requests if the Board has any suggestions in this area, please let us know.

4. Audit Update.

- Cresswell stated that we are scheduling the auditor for later this fall, however they are short-staffed and we don't have the date finalized. Once this date is scheduled, management will report back to Board.

5. BRIC Grant / ARPA Funds.

- Cresswell reported that management are looking into various funding resources for infrastructure programs utilizing Building Resilient Infrastructure and Communities (BRIC) grants. Tantalus is assisting in one possible grant application. It is expected that other opportunities if the Infrastructure Bill passes Congress and is signed by the President. Management did have a conversation with the County Commission regarding American Rescue Plan Act (ARPA) funds. MRPC is managing the county funds. Management will make an application for MRPC to offset our increased health insurance costs due to COVID testing/treatment. Also, management will look for other water and/or broadband projects where we can apply for either City or County ARPA funds.

B. OPERATIONS MANAGER'S REPORT (Davis)

1. Updates on:

a. Development Review Committee Meeting (DRC).

Davis reported that there were two DRC meetings since last Board meeting. October 05, 2021, was the first meeting with one (1) item on the agenda.

1. Moorkamp and Arthur Family Dentistry Sign: Variance to reduce sign setback at 425 Pine Tree Road. RMU comments were neutral concerning this agenda item.

Davis reported that the second DRC meeting was held on October 19, 2021, with two (2) items on the agenda.

1. 305 S. Little Oaks Street and 304 South Olive Street: Rezoning from C-1, Neighborhood Commercial to the C-2, General Retail district. RMU has no comments relative to the rezoning request, but RMU will likely request an easement along the south side of the properties during development of the plat.
2. 306 North Walnut Street: Rezoning from R-1, single-family to R-3 Multi-family district. RMU has no comments relative to the rezoning request

b. Current RMU projects

Davis highlighted portions of his Operations Manager's Report. Complete details are as follows:

ELECTRIC DEPARTMENT -

- (E1) 1600 Old Wire Outer Road (EJ Holdings). Installation of new pole and underground electric distribution system extension to allow for commercial redevelopment. Started, May 13, 2021. Ongoing.
- (E2) 3551 HyPoint Industrial Park Drive (QuikTrip). Installation of new pole and underground electric distribution system extension to allow for commercial development. Started, May 26, 2021. Ongoing.
- (E3) Lions Club Drive. Installation of street lightning. Started, June 1, 2021.
 - a. HWY 72 to 1000 E Lions Club Dr. Completed
 - b. 1000 E Lions Club Dr to Southview Dr. Future
 - c. Southview Dr to Rolla St. Future
 - d. Rolla St to HWY 63. Future
- (E4) 1022 Kingshighway (Burger King). Reconfiguration of poles, primary underground padmount transformer, and metering in conjunction reconstruction of the business. Started September 2, 2021. Ongoing.
- (E5) Downtown North Substation:
Circuit 1B (Northeast).
Reconfiguration of some of the overhead and underground electric distribution system to replace

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underground conductor that failed. Some work on Circuit 4B (Northwest) also. Started, September 28, 2021. Ongoing.

WATER DEPARTMENT -

- (W1) University Drive Relocation. Installation of valves in advance of contractor's work to relocate water mains impacted by street relocation. Started, March 15, 2021. Ongoing.
- (W2) a. Strobach Street: Adrian Avenue to Spillman Avenue.
b. Walker Avenue: Strobach Street to Highway 72.
Replacement of 6" and 1" water lines with new 8" PVC. Started, July 22, 2021. Completed, October 21, 2021.
- (W3) Green Acres Drive (22 Green Acres Drive to Hwy 72). Replacement of 4" water main with new 8" PVC. Started, October 22, 2021. Ongoing.
- (W4) Pine Street and Elm Street: 12th Street to Bishop Avenue. Replacement of water services. Started, June 24, 2021. Ongoing.
- (W5) Well #8. Replacement of pump, motor, motor starter, and control / monitoring system. Started, September 16, 2021. Completed, October 5, 2021.
- (W6) Well #14U. Motor failed on October 25, 2021. Ongoing.

TRAINING/PERSONNEL -

- 1. Survalent Users Conference (RMU SCADA provider) - Online Conference. Attended by Nathan Randolph and Eric Seest. October 7 - 8, 2021.
- 2. Missouri Water and Wastewater Conference: Online Training - Jefferson City, MO (First Aid Awaysness). Attended by Jason Bell, Bruce Lineback, Alan Davis, and Kent Sbabo. October 13, 2021.
- 3. MPUA Annual Conference, Executive Committee, and Board meetings - Online Conference. Attended by Chad Davis and Rodney Bourne. October 6-8, 2021.

MISCELLANEOUS -

- 1. Street repairs for excavation from water main repairs and service line replacements.
 - Total Cost = \$80,583.00 (September 24th & 30th, 2021 Invoices)
- 2. Miscellaneous.
 - Davis reported that staff has been working with Survalent to develop a quote to expand our SCADA system to allow staff to access remotely. The upgrade is expected to cost about \$42,000 and it will be presented to the Board for consideration at the next Board meeting.
 - Davis reported that discussion continues with Terex about the cost of truck #10 that has been ordered. Terex is now requesting an additional increase of about \$20,000 to cover costs.
 - Davis reported that MoDOT is bidding some interstate work next year and one of the contractors has inquired about the possibility of locating a temporary concrete facility outside city limits, but would like access to RMU water. If this was a permanent facility it would have been rejected, however, discussion required if we would serve a temporary facility outside of the city limits. After a brief discussion, the Board consensus was to approve such temporary water access.


C. GENERAL MANAGER'S REPORT (Bourne)


- 1. LAGERS Update.
 - Bourne reported that Veronica Messenger (Elected Member delegate) and himself (Appointed Employer delegate) attended the recent LAGERS conference. LAGERS is 95.6% funded and National average is 84% funded. The separate retirement fund is 117% funded. There are 821 participating employers, up 28 from last year. Also, \$10.2B in assets, up from \$8.1B last year. LAGERS is one of the top 5 rated systems in USA. Over \$350M annually in benefit distributions, 93% stays in Missouri.
- 2. APPA DEED Board Appointment.
 - Bourne reported that there were four nominations, including himself. The current APPA DEED Board chose a safety director from Kansas to represent our region.
- 3. Miscellaneous.
 - Bourne reported that RMU held a team development event on October 8th and will complete Lunch and Learn sessions this week (LAGERS, 457, Flex Spending and Health Insurance).
 - Bourne reported that GBS open enrollment for employee benefits start next week. Management continues encouraging use of the new programs, including, Flex Spending account, Pre-tax premium program, and 457.
 - Bourne reported that he will be attending this years APPA Legislative Rally next February.

VI. OLD BUSINESS (None)

VII. **ADJOURNMENT**

With no further business appearing, Read made a motion, seconded by Showalter, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:09 p.m.



Nicholas Barrack, President


Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, November 30, 2021 at 4:30 p.m.

**Operation Manager's Report
RMU Board of Public Works Meeting
November 30, 2021**

FIBER

- F1. - 11th and Cedar Streets to 10th Street and Forum Drive - Installation of overhead fiber optic cable.
Started: November 22, 2021
- Salem Avenue and Summit Avenue to Salem Avenue and Highway 72 Ongoing

WATER

- W1. University Drive relocation - Installation of valves in advance of contractor's work to relocate water mains impacted by street relocation.
Started: March 15, 2021
Completed: November 12, 2021
- W2. Green Acres Drive (22 Green Acres Drive to Highway 72) - Replacement of 4" watermain with new 8" PVC.
Started: October 22, 2021
Ongoing
- W3. Pine Street and Elm Street: 12th Street to Bishop Avenue - Replacement of water services.
Started: June 24, 2021
Ongoing
- W4. Well #14 - Motor failed on October 25, 2021. Diagnosis indicates lightning damage.
Started: October 25, 2021
Completed: November 8, 2021

TRAINING / PERSONNEL

1. Service Department - Braden Tiddy, Water Repairman I
Released: November 17, 2021

Parks and Recreation December Update

Cemetery – The new roof is complete. With the help of Carole Goggin, we have located approximately 50 burials known to be in the Rolla Cemetery but whose exact location was not recorded at the time or has been lost. The majority of these were people who died in the 1920s. Over the past two weeks, 27 monuments were repaired/replanted/reset that had fallen or were loose on their base.

Recreation – Line dancing class is every Wednesday night at Eugene Northern from 6 to 7 p.m. with the group's final meeting of the year before the holidays Dec. 15. Cost is \$5.

Rolla Parks and Recreation is hosting "An Adventure on the Christmas Train" at Schuman Park, on and around the newly restored Frisco 1501 engine, oil tender, and passenger car. Activities will take place Thursday, Dec. 9, and Friday, Dec. 10, from 6:30 to 8:30 p.m. and Saturday, Dec. 11, from 10 a.m. to 1 p.m.

Children and parents will embark on the Storybook Trail, with this year's story, "A Christmas Carol." The story will unfold over a number of stops, where each portion of the story will have a related activity. There will also be a performance by Fine Linen Theatre. Crafts, games, hot cocoa and cookies are all part of the festivities, along with an appearance by Santa. We have 550 registered. Proceeds going to Give Christmas, sponsored by Rolla Area Chamber of Commerce in which clothing items and gifts are presented to area children in need.

Trees/Plants & Ecology – Tree City renewal filed with the Arbor Day Foundation, along with the Growth Award application. These reports list the city's tree planting and removal efforts, along with staff and public education and inventory updating. National Wildlife Federation's Mayors' Monarch Butterfly Pledge report for 2021 also filed. This showed the planting of specific pollinator habitat, native plant sales to further that, and educational sessions for the public. Planted eight new memorial trees on the Acorn Trail, from Cherry, Maple, Poplar, Oak, Poplar, Red Bud, and Black Gum. Removed 21 ash trees, one for proximity to a new utility pole, one for storm damage, three for installation of the new playground, and 29 others that were dead. All were replaced from a range that included varieties of Red Bud, Maple, Crab Apple, Magnolia, Spruce, Mulberry, and Oak.

A group of S&T students and local Scouts removed Japanese Honeysuckle Nov. 5 from the area in Oak Knoll South along the path of the creek.

Activity in the parks/city - The Rolla Mission is hosting a walk/run Dec. 4 from the Mission to Your Community Health Center.

> Lichternacht and The Christkindle Market and Rolla Christmas Parade are Dec. 3 and Dec. 4. The events begin at 5:30 p.m. Dec. 3. The community tree lighting ceremony is Dec. 3 at 7:15. Events continue that night and the following day, highlighted by the Christmas Parade, with set up at 6 a.m.

Other – Winterized all bathrooms, shut off water.

The plans for a tentative Downtown Plaza Fountain area are progressing. This would be located at 6th and Pine. It is a project begun by RDBA and would utilize a spectrum of city services in some capacity to be determined.

Park Advisory Commission Meeting Minutes

September 22, 2021

Zoom/City Hall, 3rd Floor Conference Room

Members Present: Sue Arnold and Mike Fleishhauer

Members Present by Zoom: Ken Kwantes, Susan Wrasmann, and Andrew Meggitt

Absent: Larry Thomas

Others Present: Floyd Jernigan, Stan Busch, Felecia Dixon, and Julie Rodgers

1. Call to Order

- Mr. Kwantes called the meeting to order at 5:11 p.m.

2. Presentations

- Felecia Dixon and Line Dancing at Eugene Northern

Ms. Dixon specializes in tax debt resolution. She is a member of the Veterans Park Board. Ms. Dixon would like to teach line dancing classes at Eugene Northern Community Hall. She has an interest in bringing an activity to the community. She said she chose line dancing over clogging because it is easier to pick up than clogging. She will teach adults only, allowing no one under the age of 14. She reasoned that there are dance studios in town who teach kids. She wanted to give adults something to do. She offered the idea of a two-hour class, 6-8 p.m., on Wednesday evenings. The first hour would be for all participants. The second hour would be dedicated to a performance group. It would be for people who are more serious about dancing and who would be interested in performing in public, such as for senior citizen group homes or centers or for other service type gatherings. She would like to eventually teach specialized group classes which would train participants for weddings, etc.

Mr. Kwantes opened the floor for discussion or if there were any questions. Sue Arnold made a motion to accept the proposal by Felecia Dixon. Andrew Meggitt seconded the motion to accept proposal for dance classes. Motion passed.

3. Approval of Minutes

- Sue Arnold made a motion to approve the July 28, 2021, minutes. Andrew Meggitt seconded approval and the motion passed by unanimous vote.

4. Review of financials

- Finance reports are included in board member packets. Mr. Jernigan noted that Park Expenses in August this year appeared better by \$11,000 vs last year, but insurance did not hit yet.

5. Narrative

- SplashZone did better this year. Mr. Jernigan said people were looking for safe things to do. Rentals were up, as were daily and night swim attendance numbers. One night swim had 87 people attend. We weren't dealing with COVID this year as badly as last year. Revenue was up, but expenses were up, too. We had a good group of guards. We had more guards this year and we paid them more this year. Many had been with us in previous years. We had weekly in-services for the guards.
Canine Plunge did better this year with around 55 dogs, up about 10 dogs from last year. We finished the last of the winterization today.
We look forward to hiring a full-time person to run SplashZone next summer. We hope to be able to do more programming.
- Ribbon cutting for BerJuan All Inclusive Playground is Thursday, Oct. 7, at 4 p.m.
- There was another S&T group for headstone cleaning in the cemetery last weekend. We did 14-15 headstones.
- City Council didn't agree with recommendation of allowing a walking trail in the cemetery, voting it down 9-3 at the Sept. 7 meeting. They said it was disrespectful and they did not want dogs or bicycles in the cemetery. Mr. Jernigan said it actually has a greater positive impact for the right kind of traffic to be in the cemetery. There was talk that this may be re-addressed with council at some point in the future.
- A group of S&T biology students want to put up a bat house. Mr. Jernigan passed the MDC recommendations on to them, which included where and how high.
- Another S&T group has inquired into removing an invasive species of Japanese Honeysuckle. We are waiting to hear back regarding the date and location.
- RMU contacted Mr. Jernigan regarding removal of a tree near a pole.
- Andrew's wife, Kirsten McIntyre, is a Master Gardener and led a couple of classes regarding flower beds in front of The Centre and it was said they went well.
- Mike Fleishhauer asked about the clearing of the brush above BerJuan Lake. Stan Busch said homeless people were congregating there, so we cleared out brush to discourage that.
- Budget includes \$45,000 of the city's ARPA funding, which was to offset loss of revenue. This is derived from revenue numbers as well as expense numbers provided by staff for cleaning, materials, and extra man hours, etc.
- A filter media replacement at SplashZone is due and is also included in next year's budget. Sand will be replaced with glass beads.
- Equipment replacements in the budget include a mower. A backhoe is included in the 10-year budget replacement plan.
- An ADA sidewalk at Larry Wilson Field is once again in the proposed budget. It was in the budget for the prior year, but it was taken out due to changes prompted by COVID.
- Park staff has been opening and closing all bathrooms daily, due to constant issues with homeless vandalism and drug paraphernalia at night. There were homeless people sleeping in the parks, creating more trash to collect daily. Sleeping in the parks also goes against Rolla City Ordinance.

- The Parks Department was approached by Rodney Bourne, RMU Director, to discuss the possibility of placing a universal charging station for electric cars in Buehler Park. DNR identified Rolla as one of four cities needed in the state to be able to provide electric vehicles with a charging station. Mr. Bourne said they looked throughout Rolla for possible locations, and ruled out places for various reasons. The group discussed location of a station in the park. There was concern regarding a change in slope to make it ADA compliant and for tree pruning or removal.

Mr. Fleishhauer asked if it would cause a lot more traffic to come into the park. It could be a negative to bring strangers into the area and it might mean more upkeep to the parking lot.

Mr. Jernigan asked who would be liable for damages to the stations. He contacted Mr. Bourne and discovered that RMU would be responsible for it, since they would have the insurance coverage for the station.

Mr. Kwantes said that with more usage in the park, it would be more sets of eyes for the area, and people there for positive purposes, which could prove to be a favorable impact.

Andrew Meggitt made a motion to support approval for development of these charging stations in the western portion of Buehler Park. Susan Wrasmann seconded the motion. All were in favor, with none opposed.

- Mr. Jernigan said the Parks Department is a centralized point for people running events in Rolla, not just for events happening in the parks. All activities on city property require a special use permit, which is approved through Parks. For example, the Chamber submitted a SUP, which was discussed thoroughly. Through concerns raised, there was an agreement that no alcohol be served and there will be no heavy vehicles on the chip and seal parking lots. When groups submit a permit application, it allows all parties to know what is going to occur and what is acceptable and then be able to come to an agreement. The second reading for approval of the Big Bam event was this past week and it was approved by City Council.

6. Review of tentative 2021-22 Parks & Recreation Budget

Mr. Jernigan noted that the proposed 2021-22 budget has been submitted but he has not met with Mr. Butz yet for our department's budget discussion. Mr. Jernigan said if there are any changes, he expected they would be slight. Mr. Jernigan will send an updated budget to the committee when it has received final approval.

7. Commission comments

Mr. Jernigan said the next meeting will be on Nov. 17, at 5 p.m.

8. Adjournment

- Mike Fleishhauer made a motion to adjourn. Sue Arnold seconded. The meeting adjourned at 6:02 p.m.

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.

<u>I. COURT INFORMATION</u>		Municipality: Rolla Municipal	Reporting Period: Oct 1, 2021 - Oct 31, 2021	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401				
Physical Address: 901 NORTH ELM, ROLLA, MO 65401			County: Phelps County	Circuit: 25
Telephone Number: (573)3648590		Fax Number:		
Prepared by: RELAUUN SMITH		E-mail Address:		
Municipal Judge: James T. Crump				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		14	1,082	224
B. Cases (citations/informations) filed		4	222	21
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	60	11
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	77	2
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		2	58	8
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		2	195	21
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		16	1,109	224
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	68	1. # Issued during period	99	
2. # Served/withdrawn during reporting period	59	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,124			

III. 5.1

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Rolla Municipal	Reporting Period: Oct 1, 2021 - Oct 31, 2021
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		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.	
Fines - Excess Revenue	\$4,516.00	Court Automation	\$553.77
Clerk Fee - Excess Revenue	\$637.31	DO NOT USE (Brd Bill-Dft)	\$20.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$19.63	Total Other Disbursements	\$573.77
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$12,196.39
Total Excess Revenue	\$5,172.94	Bond Refunds	\$83.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$12,279.89
Fines - Other	\$5,068.89		
Clerk Fee - Other	\$312.00		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$79.11		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$564.06		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$9.62		
Law Enforcement Training (LET) Fund surcharge	\$158.00		
Domestic Violence Shelter surcharge	\$158.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$100.00		
Total Other Revenue	\$6,449.68		

III.j.2

**DEVELOPMENT REVIEW COMMITTEE MINUTES
TUESDAY, NOVEMBER 16, 2021 @ 1:30 P.M.
MEMBERS AND OTHERS IN ATTENDANCE**

Tom Coots, Com. Dev.
Steve Flowers, Com. Dev.
Darin Pryor, Public Works
Steve Hargis, Public Works
Ron Smith, Fire Dep.

Sarah West, Com. Dev.
Chad Davis, RMU
Floyd Jernigan, Parks & Rec.
Dale Brown, RMU

NEW BUSINESS:

1. **SUB21-07: Ridgeview Christian Church Plat No. 1:** Minor Subdivision to reorganize several platted lots into one lot and vacate portions of the rights-of-way of Ridgeview Rd, Walker Ave, and Hwy 72 at 806 Ridgeview Rd.

Darin Pryor commented that it would be preferred if the entire area proposed to be vacated would be retained as a utility easement.

Committee had discussion about the shown utility easements. Making the entire vacated area an easement would address any potential issues.

Ron Smith asked if all lots are being merged. **Coots** yes. **Smith** raised concern about being able to access the church building for fire access.

Committee had discussion about a fire access lane. A condition could be placed on the vacation. An access easement could be reserved with the plat. The fire lane can be enforced through review of the permits for the planned building expansion and parking lot construction. **Smith** will consider the options and provide comments.

Smith is the fire hydrant on Walker Street maintained by the easement? **Chad Davis** yes.

2. **SUB21-08: Subway Subdivision No. 2:** Minor Subdivision to adjust the property line between two commercial lots at 901 Forum Drive.

Coots all the applicant wants to do is move property line. **Pryor** met previously with applicant, and said they want to move the driveway, but they can't move it closer to the intersection, only farther away.

Committee expressed some concern about being able to develop the property due to the floodplain and area available for development.

3. **ZON21-12: WGM Rentals, LLC:** Rezoning of 602 N Cedar Street, 407 E 6th Street, and 603 N Walnut Street from the C-2, General Retail and the R-3, Multi-family districts to the C-1, Neighborhood Commercial district.

Coots stated the applicant is intending to build a new dentist office on the property. He suggested to the applicant that they ask to rezone the C-2 area to the C-1 district to help offset the request to rezone the R-3 area to commercial. Since the lot is in the arts district, there will be certain requirements and architectural review about how the building will look when the property is developed. **Flowers** for buildings in entertainment districts, who does the cursory review? **Coots** probably the development review committee.

4. **ZON21-13: RCDC:** Rezoning of 4120 and 4122 State Hwy V from the R-2, Two-family district to the M-2, Heavy Manufacturing district.

Davis any idea what RCDC wants to do with property? **Coots** no, RCDC plans to buy the property and market the property for industrial development.

5. **ZV21-05: Premier Rentals, LLC:** Variance to allow a reduction in the side yard setback at 1206 Bardsley Rd.

Coots explained that the request is to allow the building to be a bit farther from the road. The building does fit within the setbacks, but since the property line is closer to the road than usual, moving it back would be better as long as the adjacent property owner is OK with it. The encroachment on the east side would only be for a porch, rather than for the building itself.

Minutes Prepared By: Sarah West

NEXT MEETING:

Tuesday, December 7th, @ 1:30 P.M.

**CITY OF ROLLA
CASH ANALYSIS REPORT
October 21, 2021**

GENERAL FUND

CASH IN BANK	\$	146,533.34
NIB GENERAL FUND	\$	114,604.70
RISK MANAGEMENT RESERVE	\$	-
RISK MANAGEMENT RESERVE - CDARS	\$	-
CASH - BAIL BONDS	\$	-
ROLLA MUNICIPAL COURT	\$	7,511.00
ASI FLEX 125	\$	17,970.65
CASH - HEALTH ACCOUNT	\$	-
TIF ACCOUNT - EATS	\$	92,460.12
TIF ACCOUNT - PILOT	\$	33.67
CASH - PAID UNDER PROTEST	\$	15.00
INVESTMENTS - GENERAL FUND	\$	612,042.57
USE TAX MMA	\$	413,824.82
MMA - GENERAL FUND RESERVE REBUILD	\$	501,821.84
ARPA FUNDS	\$	2,061,340.51
POLICE EVIDENCE FUNDS	\$	20,533.64
CITY SEIZURES & FORFEITURES	\$	30,742.18
TASKFORCE SEIZURES & FORFEITURES	\$	998,472.69
ANIMAL CONTROL SHELTER COMM PARTNER	\$	130,630.11
ANIMAL CONTROL SHELTER RESERVE	\$	622,106.54
ANIMAL CONTROL SHELTER RESERVE CDAR	\$	-
PROPERTY FIRE DAMAGE ACCOUNT	\$	17.01
ANIMAL CONTROL SHELTER COMM PARTNER - ENDOW	\$	-
DISASTER RESPONSE	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	47,342.89
US BANK ESCROW	\$	-
INVESTMENTS - CDS	\$	-
EAC ACCOUNT	\$	304.89
GENERAL FUND TOTALS	\$	5,818,308.17

SEWER FUND

CASH IN BANK	\$	77,588.18
NIB GENERAL FUND	\$	162.15
RISK MANAGEMENT RESERVE	\$	-
SEWER FUND MMA	\$	483,197.12
SEWER FUND MMA CDARS	\$	-
SEWER FUND DEPREC & RESERVE	\$	502,612.69
INVESTMENTS - GENERAL FUND	\$	27,130.94
GENERAL FUND CREDIT CARD ACCOUNT	\$	2,849.76
US BANK ESCROW	\$	-
INVESTMENT - CDS	\$	-
SEWER FUND TOTALS	\$	1,093,540.84

ENVIRONMENTAL SERVICES FUND

CASH IN BANK	\$	1,485,224.09
NIB ENV SVS FUND	\$	-
RISK MANAGEMENT RESERVE	\$	-
INVESTMENTS - GENERAL FUND	\$	191.99
GENERAL FUND CREDIT CARD ACCOUNT	\$	4,318.61
MMA PCB	\$	70,021.96
ENV SVS CC	\$	34,958.15
INVESTMENT - CDS	\$	-
ENV SVS FUND TOTALS	\$	1,594,714.80

III. L. I

**CITY OF ROLLA
CASH ANALYSIS REPORT
October 21, 2021**

AIRPORT FUND

CASH IN BANK	\$ (643,075.74)
NIB GENERAL FUND	\$ 322,806.33
RISK MANAGEMENT RESERVE	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 6,658.00
INVESTMENTS - MMA	\$ 23,392.65
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ 24,440.00
INVESTMENTS - MMA CDARS	\$ -
AIRPORT FUND TOTALS	\$ (265,778.76)

CEMETERY FUND

CASH IN BANK	\$ -
CASH - MMA	\$ 325,199.94
CASH - MMA CDARS	\$ -
INVESTMENTS - RESTRICTED	\$ -
CEMETERY FUND TOTALS	\$ 325,199.94

STREET FUND

CASH IN BANK	\$ 379,416.16
NIB GENERAL FUND	\$ -
RISK MANAGEMENT RESERVE	\$ -
US BANK - ESCROW	\$ -
GENERAL FUND MMA	\$ 2,566.08
CASH - MMA	\$ 1,977,989.21
MODOT RESERVE	\$ 1,504,957.64
INVESTMENT - CDS	\$ -
STREET FUND TOTALS	\$ 3,864,929.09

RECREATION FUND

CASH IN BANK	\$ (227,029.80)
RISK MANAGEMENT RESERVE	\$ -
INVESTMENTS - GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 306.42
DEPR RES & EQUIP - MMA	\$ -
DEPR RES & EQUIP - MMA CDARS	\$ -
INVESTMENT - CDS	\$ -
INVESTMENTS - SALES TAX	\$ -
INVESTMENTS - SALES TAX CDARS	\$ -
CENTRE CC	\$ 12,634.48
RECREATION FUND TOTALS	\$ (214,088.90)

HEALTH INSURANCE FUND

HEALTH INSURANCE RESERVE	\$ 500,456.70
HEALTH INSURANCE RESERVE CDARS	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 17,375.00
HEALTH FUND TOTALS	\$ 517,831.70

PARK FUND

CASH IN BANK	\$ 4,562.38
RISK MANAGEMENT RESERVE	\$ -
INVESTMENTS - PARK SALES TAX	\$ 137,239.89
PARKS CC	\$ 93,445.96
PARK FUND TOTALS	\$ 235,248.23

PARK LAND RESERVE FUND

CASH IN BANK	\$ 43,484.68
PARK LAND RESERVE ACCOUNT	\$ 29,765.02
PARK LAND RESERVE FUND TOTALS	\$ 73,249.70

GRAND TOTAL ALL FUNDS **\$ 13,043,154.81**

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
October 31, 2021
8% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>GENERAL FUND</u>				
REVENUES	\$14,359,238.00	\$ 826,729.65	\$ 13,532,508.35	5.8%
EXPENDITURES				
GENERAL ADMINISTRATIVE	\$ 676,855.00	\$ 96,950.15	\$ 579,904.85	14.3%
ADMINISTRATION	\$ 312,932.00	\$ 23,162.20	\$ 289,769.80	7.4%
LIBRARY	\$ 300,750.00	\$ 16,198.40		5.4%
FINANCE	\$ 679,960.00	\$ 40,099.42	\$ 639,860.58	5.9%
LEGAL	\$ 67,300.00	\$ 4,980.55	\$ 62,319.45	7.4%
COURT	\$ 92,990.00	\$ 7,472.01	\$ 85,517.99	8.0%
TELECOMMUNICATIONS	\$ 1,438,550.00	\$ 95,137.63	\$ 1,343,412.37	6.6%
ANIMAL CONTROL	\$ 831,455.00	\$ 11,149.12	\$ 820,305.88	1.3%
POLICE	\$ 5,522,076.00	\$ 360,515.20	\$ 5,161,560.80	6.5%
FIRE	\$ 3,990,300.00	\$ 275,138.44	\$ 3,715,161.56	6.9%
EDGAR SPRINGS FIRE	\$ -	\$ -	\$ -	#DIV/0!
ESFD HOLDING CO	\$ -	\$ -	\$ -	#DIV/0!
ROLLA RURAL FIRE	\$ -	\$ 27,713.98	\$ (27,713.98)	#DIV/0!
BUILDING SERVICES	\$ 92,165.00	\$ 5,462.48	\$ 86,702.52	5.9%
ENGINEERING	\$ -	\$ 6,525.23	\$ (6,525.23)	#DIV/0!
COMMUNITY DEVELOPMENT	\$ 513,925.00	\$ 35,934.69	\$ 477,990.31	7.0%
ECONOMIC DEVELOPMENT	\$ 54,110.00	\$ 67.16	\$ 54,042.84	0.1%
TOTAL EXPENDITURES	<u>\$14,573,368.00</u>	<u>\$ 1,006,506.66</u>	<u>\$ 13,282,309.74</u>	6.9%
REVENUES OVER/UNDER EXPENDITURES	\$ (214,130.00)	\$ (179,777.01)	\$ 250,198.61	
<u>SEWER FUND</u>				
REVENUES	\$ 9,294,965.01	\$ 26,638.42	\$ 9,268,326.59	0.3%
EXPENDITURES	<u>\$ 8,607,349.00</u>	<u>\$ 295,691.25</u>	<u>\$ 8,311,657.75</u>	3.4%
REVENUES OVER/UNDER EXPENDITURES	\$ 687,616.01	\$ (269,052.83)	\$ 956,668.84	
<u>ENVIRONMENTAL SERVICES FUND</u>				
REVENUES	\$ 3,760,750.00	\$ 59,885.60	\$ 3,700,864.40	1.6%
EXPENDITURES				
RECYCLING	\$ 582,720.00	\$ 39,524.14	\$ 543,195.86	6.8%
SANITATION	\$ 2,822,900.00	\$ 195,580.97	\$ 2,627,319.03	6.9%
VEHICLE MAINTENANCE	<u>\$ 448,560.00</u>	<u>\$ 38,449.39</u>	<u>\$ 410,110.61</u>	8.6%
TOTAL EXPENDITURES	<u>\$ 3,854,180.00</u>	<u>\$ 273,554.50</u>	<u>\$ 3,580,625.50</u>	7.1%
REVENUES OVER/UNDER EXPENDITURES	\$ (93,430.00)	\$ (213,668.90)	\$ 120,238.90	
<u>AIRPORT FUND</u>				
REVENUES	\$ 661,206.00	\$ 30,557.77	\$ 630,648.23	4.6%
EXPENDITURES	<u>\$ 663,425.00</u>	<u>\$ 94,332.54</u>	<u>\$ 569,092.46</u>	14.2%
REVENUES OVER/UNDER EXPENDITURES	\$ (2,219.00)	\$ (63,774.77)	\$ 61,555.77	

CITY OF ROLLA
REVENUE/EXPENDITURE REPORT - UNAUDITED
October 31, 2021
8% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<u>CEMETERY FUND</u>				
REVENUES	\$ 13,200.00	\$ 10,041.50	\$ 3,158.50	76.1%
EXPENDITURES	\$ 20,000.00	\$ 1,052.50	\$ 18,947.50	5.3%
REVENUES OVER/UNDER EXPENDITURES	\$ (6,800.00)	\$ 8,989.00	\$ (15,789.00)	
<u>STREET FUND</u>				
REVENUES	\$14,707,990.50	\$ 586,439.86	\$ 14,121,550.64	4.0%
EXPENDITURES				
STREET	\$ 6,459,175.00	\$ 402,657.84	\$ 6,056,517.16	6.2%
TDD	\$ 4,869,228.00	\$ 78,370.74		
ENGINEERING	\$ 883,150.00	\$ 61,124.54	\$ 822,025.46	6.9%
TOTAL EXPENDITURES	\$12,211,553.00	\$ 542,153.12	\$ 6,878,542.62	
REVENUES OVER/UNDER EXPENDITURES	\$ 2,496,437.50	\$ 44,286.74	\$ 7,243,008.02	
<u>RECREATION FUND</u>				
REVENUES	\$ 815,000.00	\$ 1.09	\$ 814,998.91	0.0%
EXPENDITURES				
GUEST SERVICES	\$ -	\$ -	\$ -	#DIV/0!
RECREATION	\$ -	\$ -	\$ -	#DIV/0!
AQUATICS	\$ -	\$ 848.48	\$ (848.48)	#DIV/0!
FITNESS	\$ -	\$ -	\$ -	#DIV/0!
ADMINISTRATION	\$ 750,205.00	\$ 51,378.50	\$ 698,826.50	6.8%
MAINTENANCE	\$ -	\$ 17,676.28	\$ (17,676.28)	#DIV/0!
TOTAL EXPENDITURES	\$ 750,205.00	\$ 69,903.26	\$ 680,301.74	9.3%
REVENUES OVER/UNDER EXPENDITURES	\$ 64,795.00	\$ (69,902.17)	\$ 134,697.17	
<u>PARK FUND</u>				
REVENUES	\$ 1,760,942.00	\$ 118,671.63	\$ 1,642,270.37	6.7%
EXPENDITURES				
ADMINISTRATION	\$ 226,125.00	\$ 22,302.66	\$ 203,822.34	9.9%
PARKS	\$ 1,168,790.00	\$ 88,022.79	\$ 1,080,767.21	7.5%
SPLASHZONE	\$ 232,250.00	\$ 3,186.02	\$ 229,063.98	1.4%
OUTDOOR RECREATION	\$ 199,935.00	\$ 13,030.53	\$ 186,904.47	6.5%
TOTAL EXPENDITURES	\$ 1,827,100.00	\$ 126,542.00	\$ 1,700,558.00	6.9%
REVENUES OVER/UNDER EXPENDITURES	\$ (66,158.00)	\$ (7,870.37)	\$ (58,287.63)	
<u>PARK LAND RESERVE FUND</u>				
REVENUES	\$ 1,000.00	\$ 3.79	\$ 996.21	0.4%
EXPENDITURES	\$ 39,500.00	\$ -	\$ 39,500.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (38,500.00)	\$ 3.79	\$ (38,503.79)	

MINUTES
ROLLA PLANNING AND ZONING COMMISSION MEETING
ROLLA CITY HALL COUNCIL CHAMBERS
TUESDAY, NOVEMBER 9th, 2021

- Presiding:** Don Brown, Chairperson
- Commission Members Present:** Robert Anderson, Walter Bowe, Lister Florence Jr., Janece Martin, Russell Schmidt, Monte Shields, Steven Shields, Kevin Crider
- Commission Members Absent:** None
- City Officials in Attendance:** Tom Coots, *City Planner*, Sarah West, *Administrative Assistant*, Steve Flowers, *Community Development Director*
- I. APPROVE MINUTES:** Review of the Minutes from the Planning and Zoning Commission meeting held on Tuesday, October 12th, 2021. Chairperson Don Brown approved the minutes as printed and distributed.
- II. REPORT ON RECENT CITY COUNCIL ACTIONS:**
1. **ZON21-06: 438 W Little Oaks Rd:** Rezoning from the C-2, General Retail district to the RMH, Residential Manufactured Home district.
 2. **ZON21-07: 1879 Longview Ln:** Rezoning from the R-R, Rural Residential district to the R-1, Single-family district.
 3. **ZON21-08: RCDC:** Rezoning from the M-2, Heavy Manufacturing district to the C-3, Highway Commercial district.
 4. **ZON21-09: Ozark Rivers Chapter of National Audubon Society:** Rezoning from the R-1, Single-family district to the GI, Government and Institutional district.
 5. **SUB21-05: Parker Addition:** Minor subdivision to reorganize two platted lots in the R-1, Single-family district.
- III. OLD BUSINESS:** NONE
- IV. PUBLIC HEARING:**
1. **ZON21-10, 305 S Oak St/304 S Olive St:** Rezoning from the C-1, Neighborhood Commercial district to the C-2, General Retail district.

Tom Coots presents the staff report.

Don Brown opens the public hearing. Seeing no questions from the audience or commissioners, he closes the public hearing.

A motion was made by Martin, seconded by Monte Shields, to recommend approval to the City Council for the subject property to be rezoned from C-1, Neighborhood Commercial district to the C-2, General Retail district. A roll call vote on the motion showed the following: Ayes: Anderson, Bowe, Florence, Martin, Schmidt, Monte Shields, Steven Shields, Kevin Crider. Nays: None. The motion passes unanimously.

- 2. **ZON21-11, 306 N Walnut St:** Rezoning from the R-1, Single-family district to the R-3, Multi-family district.

Coots presents the staff report.

Brown mentions he rents the garage adjacent to the subject property and confirms the property was used an apartment.

Brown opens the public hearing. Seeing no questions from the audience or commissioners, he closes the public hearing.

A motion was made by Florence, seconded by Monte Shields, to recommend approval to the City Council for the subject property to be rezoned from R-1, Single-family district to the R-3, Multi-family district. A roll call vote on the motion showed the following: Ayes: Anderson, Bowe, Florence, Martin, Schmidt, Monte Shields, Steven Shields, Kevin Crider. Nays: None. The motion passes unanimously.

V. NEW BUSINESS: NONE

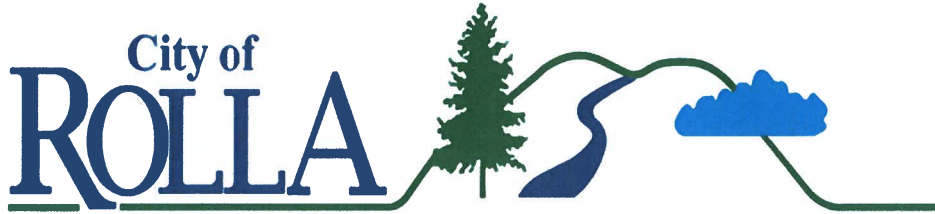
VII. OTHER BUSINESS / REPORTS FROM COMMITTEE OR STAFF:

- 1. Presentation of new public notice signage.

VII. CITIZEN COMMENTS: NONE

**Meeting adjourned: 5:44 p.m.
Minutes prepared by: Sarah West**

NEXT MEETING: Tuesday, December 14, 2021



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): 305 S Oak Street and 304 S Olive Street from the C-1, Neighborhood Commercial district to the C-2, General Retail district.

(ZON21-10)

MEETING DATE: December 6, 2021

Application and Notice:

Applicant/Owner - Jeff Davis of 24/7 Homes, LLC

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property;
<https://www.rollacity.org/agenda.shtml>

Background:

The applicant has acquired three platted lots and demolished one house. Another house remains on the property. The applicant intends to develop the properties for commercial use. The applicant owns a local ice cream shop, South Central Creamery.

The C-2 district would allow for drive-through window service for the planned restaurant.

Property Details:

Current zoning - C-1, Neighborhood Commercial district to the C-2, General Retail district
Current use - Residential
Proposed use - Commercial
Land area - 21,400 sq. ft.

Public Facilities/Improvements:

Streets - The subject property has frontage on Hwy 72, a Major Arterial road; Olive Street, a collector street; and frontage on Oak Street, a local street.
Sidewalks - Sidewalks are located adjacent to the property on all sides. Some connection to the sidewalk on Hwy 72 may be required when the property is developed.
Utilities - The subject property should have access to all needed public utilities.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Neighborhood Commercial uses.

V.A.1

Discussion: The remainder of the block and most adjacent properties are zoned commercially. The adjacent blocks to the east, west, and south are all zoned C-2, as is requested for the subject property. The properties on the north side of Hwy 72 were zoned commercially many years ago, yet mostly still remains mostly residential.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on November 9, 2021 and voted 8-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner

Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 305 S OAK STREET AND 304 S OLIVE STREET FROM THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT TO THE C-2, GENERAL RETAIL DISTRICT

(ZON21-10)

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

WHEREAS, a public notice was duly published in the Phelps County Focus for this according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on November 9, 2021 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its November 15, 2021 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

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

All of Lots 4, 5, 6, 7, and 8 in Block 9 in Newman's Addition to the City of Rolla, Phelps County, Missouri, together with the areas from a vacated alley recorded at document number 1994, page 5910; less and except those parts conveyed to the State of Missouri for highway purposes via Warranty Deed recorded at Book 101, Page 119, and a Warranty Deed recorded by document number 9405614, and a Warranty Deed recorded by document number 9401836.

V.A.3

SECTION 2: This Ordinance shall 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 6TH DAY OF DECEMBER, 2021.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

V.A.H



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Final Reading

SUBJECT: Map Amendment (rezoning): 306 N Walnut Street from the R-1, Single-family district to the R-3, Multi-family district.

(ZON21-11)

MEETING DATE: December 6, 2021

Application and Notice:

Applicant - Andrew McClusky
Owner - Linda Brattley Pietsch, et al
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property;
<https://www.rollacity.org/agenda.shtml>

Background: The applicant is under contract to purchase the subject property. The applicant intends to renovate the existing building for a multi-family use. The applicant intends to create up to 8 dwelling units within the existing building and add the appropriate parking.

The existing building is currently considered to be a single-family house by the Community Development Department. The building is taxed as a single-family house, has one address, has one electric and water meter to serve the building, and generally appears to be a single-family house. However, the building does have 6 apartment units, accessed from two main doors, and 6 separate mailboxes. The property owner asserts that the building has been used as a multi-family building for many years, although is not able to yet provide evidence that the building has been legally used for multi-family since the zoning codes were adopted in 1942. If evidence of legal non-conformance can be provided, the building may continue to be used for 6 units.

Property Details:

Current zoning - R-1, Single-family district to the R-3, Multi-family district
Current use - Residential
Proposed use - Multi-family
Land area - 17,900 sq. ft.

v.B.1

Public Facilities/Improvements:

- Streets - The subject property has frontage on Walnut Street, a local street.
- Sidewalks - Sidewalks are located adjacent to the property.
- Utilities - The subject property should have access to all needed public utilities.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Low-Density Residential uses.

Discussion: The property is located across the street from a large area which is zoned R-3, however, mostly still single-family homes. The property is also adjacent to property which is zoned R-2, Two-family. The R-2 district may also be an option if R-3 is not approved. If R-2 zoning is approved, the applicant would have the option to convert the building into a duplex.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on November 9, 2021 and voted 8-0 to recommend the City Council approve the request.

Prepared by: Tom Coots, City Planner
Attachments: Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF 306 N WALNUT STREET FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE R-3, MULTI-FAMILY DISTRICT

(ZON21-11)

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

WHEREAS, a public notice was duly published in the Phelps County Focus for this according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on November 9, 2021 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its November 15, 2021 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

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

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

SECTION 1: That the Basic Zoning Ordinance No. 3414, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from R-1 (Single-Family) to R-3 (Multi-Family) Zoning described as follows:

A fractional part of the West Half (W1/2) of RAILROAD Lot Forty-Nine (49), City of Rolla, Phelps County, Missouri, and more particularly described as follows:

Commencing at the Southwest corner of RAILROAD Lot 49; thence North 0 degrees 41 minutes 40 seconds West, 196.00 feet along the East right of way of Walnut Street to the Northwest corner of deed recorded in Book 127 at Page 383, and to the true point of beginning of the hereinafter described tract; Thence continuing along the East side of said Walnut Street, North 0 degrees 41 minutes 40 seconds West, 126.91 feet to the Southwest corner of deed recorded in Book 220 at Page 1; thence South 89 degrees 45 minutes East,

V.B.3

145.00 feet; thence North 0 degrees 41 minutes 40 seconds West, 9.0 feet; thence South 89 degrees 49 minutes East, 15.0 feet; thence South 0 degrees 47 minutes 40 seconds East, 137.64 feet to the North line of said Book 127, Page 383; thence along said North line, South 89 degrees 26 minutes 20 seconds West, 10.0 feet, and South 89 degrees 49 minutes West, 75.23 feet, and North 0 degrees 41 minutes 40 seconds West, 3.50 feet, and South 89 degrees 26 minutes 20 seconds West, 75.0 feet to the true point of beginning, as per plat recorded in Plat Cabinet B, Slides 78, 265 & 301, Phelps County Records.

SECTION 2: This Ordinance shall 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 6TH DAY OF DECEMBER, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

V.B.4



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development **ACTION REQUESTED:** First and Final Reading Ordinance/Resolution

SUBJECT: Conditional Use Permit (CUP) to allow a Wireless Communications Facility not permitted by Section 42-400 or 42-401

MEETING DATE: December 6, 2021

Application and Notice:

Applicant - Russel Been or Collective Solutions, LLC
Owner - Barry Dunnigan of B Dunnigan Tours, LLC
Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background:

The applicant seeks to construct a wireless communications tower. The tower is proposed to be 95 feet tall, plus 5 foot lightning rod, monopole design, and have a fenced area for ground equipment. The Wireless Communications Facilities Code was adopted in 2019. The new code provides allowances for “small-cell” technology and disguised facilities. Any other type of wireless communications not exempted requires a Conditional Use Permit, including the more traditional towers such as is proposed.

The City Council voted to continue the public hearing for this request at their September 20 meeting to allow for the Planning and Zoning Commission to conclude their review. The City Council opened the public hearing at the October 18, 2021 meeting and concluded the public hearing at the November 1, 2021 meeting. The City Council was asked to consider the criteria for approval and testimony and evidence received to provide guidance to staff on preparation of the findings of fact to support the approval or denial. The findings of fact have were presented for consideration at the November 15, 2021 meeting.

Property Details:

Current zoning - C-3, Highway Commercial
Proposed use - Wireless Communications Tower
Land area - Lease area: About 9,800 sq. ft. of 1.7 acre lot

V.C.1

Public Facilities/Improvements:

- Streets - The subject property has frontage on Old St. James Rd, a major arterial road.
- Sidewalks - A sidewalk is located adjacent to the property along Old St. James Rd.
- Utilities - The property is already served by all needed utilities.

Comprehensive Plan: The Comprehensive Plan indicates that the subject property is appropriate for Industrial uses.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on September 14, 2021 and voted to continue the deliberations to their October 12, 2021 meeting. At the October 12 meeting the Planning and Zoning Commission voted 4-0 to recommend approval of the request with the following conditions:

1. The Conditional Use Permit is granted only to allow the proposed tower and fenced area.
2. The gravel access area is permitted, however, the driveway must be paved within the right-of-way to prevent gravel from leaving the property. (NOTE: The applicant stated that they are now willing to pave the driveway. This condition is recommended to be removed)
3. The reduction in the tower setbacks are permitted, however, the tower must be designed and constructed to meet the minimum building codes.
4. A copy of all required FAA and FCC permits be submitted for the file.
5. Security fencing and systems must be maintained for the duration of the use.

Conclusion: City Counselor will advise on final action.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter; Letter of Request; Site Plan; Location Map; Excerpts from Wireless Communications Facilities regulations; Statement of Facts; Proposed Ordinance for approval; Proposed Resolution for denial

Agreement to Extend Review Period for Conditional Use Permit (CUP) to allow a Wireless Communications Facility not permitted under Section 42-200 or 42-401, allowed under Section 67.5096 RSMo.


Collective Solutions, LLC ("Applicant") on behalf of Parallel Infrastructure, LLC has submitted Application for a Conditional Use Permit to allow a Wireless Communications Facility not permitted under Section 42-200 or 42-401 of the Rolla Missouri City Code to the City of Rolla Missouri ("City") for a Conditional Use Permit for a 95-foot tall monopole telecommunication tower. Pursuant to Section 67.5096 of the Revised Statutes of Missouri, the Applicant and City hereby agree to extend the 120 day calendar requirement under Section 67.5096 RSMo. to January 8, 2022. Applicant and City may agree to further extensions as needed, provided that such extensions shall be in writing.

Collective Solutions, LLC
by its authorized agent

Printed name: Russell S. Been

Date: December 2, 2021

CITY OF ROLLA, MISSOURI


By: John Butz

Its: City Administrator

Date: December 2, 2021

City Council of City of Rolla, Missouri

Request: Conditional Use Permit for new 95' Monopole Towers Installation with antenna

Applicant: Russel Been/Collective Solutions, LLC

Owners: Barry Dunnigan of B Dunnigan Tours, LLC

Location: 1900 Old Saint James Road

Findings of Fact with Conclusions of Law

The City of Rolla has heard testimony, under oath, as prescribed by City Code, and provided a full opportunity for Collective Solutions, LLC c/o AT&T (The "Applicant") and the public to present facts and argument, and has fully considered the issues of fact and law presented to it, and based thereon adopts the following Findings of Fact and Conclusions of Law herein:

1. The Applicant filed an application on August 10, 2021, with the application fee received on November 2, 2021, requesting a Conditional Use Permit ("CUP") to construct a telecommunications tower and associated ground facilities located at 1900 Old Saint James Road and is zoned as C-3 Highway (Heavy) Commercial District, generally surrounded by industrial zoning (M-2 Heavy Manufacturing) within the City of Rolla to provide wireless communication services. The City's Comprehensive Plan considers the future use of that area as "industrial." The Application specifically sought approval for a 95' monopole structure with exposed crow's nest antennas and a 5 foot lightning rod, with attendant equipment (hereafter referred to as "Tower"). August 10, 2021 Application File.

2. Pursuant to Section 42-400 to 42-401 of the Code of Ordinances of the City of Rolla, Missouri (the "Code"), on September 14, 2021 the Rolla Planning and Zoning Commission conducted a public hearing and voted to continue deliberations to October 12, 2021. On October 12, 2021, the Planning and Zoning Commission voted 4-0 to recommend approval of the Application to the City Council with the following conditions:

- a) The Conditional Use Permit is granted only to allow the proposed tower and fenced area.
- b) The gravel access area is permitted, however, the driveway must be paved within the right-of-way to prevent gravel from leaving the property.
- c) The reduction in the tower setbacks are permitted, however, the tower must be designed and constructed to meet the minimum building codes.
- d) A copy of all required FAA and FCC permits must be submitted for the file
- e) Security fencing and systems must be maintained for the duration of the use.

3. The City provided notice of a public hearing before the City Council on this matter more than satisfying all requirements of the City Code and applicable law, including notice by publication at least 15 days prior to the meeting, notice by posting at City Hall and other direct notice to the Applicant and other potentially interested parties.

4. Per the City Code, regarding CUPs for telecommunications installations, Section 42-402.1(2) provides that: "Evidence shall be under oath and may be submitted with the application or thereafter or presented during the public hearing by the applicant or others." Therefore, the City Council has only relied on sworn testimony or otherwise sworn documentation in making these Findings of Fact and Conclusions of Law.

5. As the public comment offered before Planning and Zoning Commission was not sworn, the City Council cannot, and is not, relying on the information presented before the Planning and Zoning Commission in making these Findings of Fact and Conclusions of Law, including as to whether Applicant has met the requirements for approval of a CUP under Division 16 of Chapter 42 of the City Code, entitled "Wireless Communications Facilities Code."

6. At the public hearing on October 18, and continued on November 1, 2021, the Applicant provided sworn testimony regarding the requested Tower, process for choosing the proposed location, appearance of the tower, being a 95 foot monopole with Antenna steel structure with exposed antennas, description of the premises to be leased and proposed access to the Tower, and a description of anticipated safety expectations.

7. The public offered comments under oath as to the appropriateness of the Tower in the proposed location, whether the request to make exceptions for the setback was a safety issue, whether there would be a lapse in service if not approved and in favor of approval in presumption that service in area would be faster and improved.

8. Certain federal and state laws limit the ability of the City to evaluate certain evidence if presented in reviewing an Application. Specifically, Section 67.5094 RSMo., which provides that a City shall not "evaluate an application based on the availability of other potential locations for the placement of wireless support structures or wireless facilities", or "require an applicant to submit information about, or evaluate an applicant's business decisions with respect to its designed service, customer demand for service, or quality of its service to or from a particular area or site; or "establish or enforce regulations or procedures for RF signal strength or the adequacy of service quality", among other prohibitions.

9. Therefore, City Council did not "evaluate" the Applicant based on any testimony or evidence in the record regarding the business decisions of the Applicant, the availability of other locations for this Tower, the public's comments regarding radio frequency emissions, or other prohibited considerations of Section 67.5094 RSMo., in making these Findings of Fact and Conclusions of Law.

10. However, the City's lack of comment or evaluation of the above items listed in 8 and 9 including, specifically, the need for the Tower, service to be provided by the Tower, or other alternate locations for the Tower to be presented by the public and the Applicant, is not and shall not be deemed an admission of the City on any of these considerations, but rather only compliance with applicable law.

11. The City Council, after (1) considering all the evidence and sworn testimony presented upon which the City Council can appropriately evaluate, (2) evaluating the credibility of each person presenting such evidence or sworn testimony, (3) determining the relative weight to be given to the evidence or sworn testimony, and (4) drawing reasonable inferences from such evidence and sworn testimony, concludes as follows:

12. As a minimum requirement, the City Code only authorizes approval of a CUP if the Applicant is unable to proceed under the use allowed by Administrative Approval or Permitted Use pursuant to City Code Section 42-400 and 42-401. City Code Section 42-402.1(3) states that no Conditional Use Permit shall be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communication Facilities pursuant to Sections 42-400 or 42-401 is not technologically or economically feasible, and the City may consider current or emerging industry standards and practices, among other information, in determining feasibility.

13. The Applicant is not proposing a Tower that meets the definitions and requirements for a permitted use under City Code Sections 42-400 because the Tower is not utilizing an existing building or support structure but is a wholly new, free-standing monopole with exposed antennas.

14. The City Code authorized administrative approval for a disguised support structure and fast track small wireless facilities in Section 42-401.

15. City Code Section 42-397.8 defines a Fast-track' small wireless facility" as:

Fast-Track Small Wireless Facility or Fast-Track: A Small Wireless Facility that meets the following requirements for an Antenna and associated equipment:

- a. No more than seven cubic feet in volume (comprised of no more than 27 square feet of exterior surface area, excluding the surface width equal to the width of the Existing Structure or Utility Pole to which it is mounted, on an imaginary enclosure around the perimeter thereof, excluding cable or cable conduit of four inches or less). Volume shall be the measure of the exterior displacement of the Antenna and associated equipment;
- b. Located with the consent of the owner on an Existing Structure or Utility Pole, or concealed within or on a replacement Utility Pole if appearance is not materially altered and the replacement Existing Structure or Utility Pole is no more than five feet taller;

- c. Not exceeding six feet above the top of an Existing Structure or Utility Pole for a total height not exceeding 50 feet nor taller than more than six feet above the average of similar poles within 300 feet.

16. The Applicant is not proposing, and the Application does not meet the definition and requirements of a "Fast-track' small wireless facility" as defined under City Code Section 42-397.8. The build plans present by the Applicant in the Application indicated that the equipment sizes are much larger than the definitional requirements, and the structure of the Tower is much higher than the limited height permitted under at "Fast-track' small wireless facility."

17. City Code Section 42-397. 7 defines a "disguised support structure" as:

Disguised Support Structure: Any freestanding, artificial structure designed for the support of Antenna, the presence of which is camouflaged or concealed as an appropriately placed and designed architectural or natural feature. Depending on the location and type of disguise used, such concealment may require placement underground of the utilities leading to the structure. Such structures may include but are not limited to clock towers, campaniles, observation towers, light standards, flagpoles, and artificial trees. For purposes of this definition, a structure "camouflaged or concealed as an appropriately-placed and designed architectural or natural feature" shall mean:

- (a) It is consistent with and contributes to and does not detract from the character and property values and use of the area and neighborhood in which it is located;
- (b) It does not contain distorted proportions, size, or other features not typically found on the type of structure or feature to which it is designed to replicate;
- (c) It cannot be identified as a Support Structure by persons with reasonable sensibilities and knowledge;
- (d) Its equipment, accessory buildings, or other aspects or attachments relating to the Disguised Support Structure are wholly concealed using a manner consistent with and typically associated with the architectural or natural structure or feature being replicated; and
- (e) It is of a height, design, and type that would ordinarily occur at the location and neighborhood selected.

18. The Tower does not meet the definition and requirements of a "disguised support structure" under City Code Section 42-397.7 because it is not "camouflaged or concealed as an appropriately placed and designed architectural or natural feature," as the sworn testimony of the Applicant demonstrated that the Tower itself was not designed in any attempt to camouflage the Tower as anything other than a monopole tower. Further sworn testimony from the Applicant indicated there was no consideration for a disguised design for this site and the Tower would not be understood to be anything other than a Tower to a person with reasonable sensibilities.

19. In presenting any application for a Conditional Use Permit as required by City Code Section 42-234.2, the burden of proof shall rest with the applicant to clearly establish that the proposed conditional use shall meet the following standards:

- (a) The proposed conditional use complies with all applicable provisions of the applicable District regulations.
- (b) The applicant has demonstrated through the provision of a traffic impact study or other acceptable method that the proposed conditional use at the specified location will not adversely affect the safety of the motoring public and pedestrians using the facility and surrounding area from traffic congestion or other hazards.
- (c) The location and size of the conditional use, the nature and intensity of operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning District regulations or the policies of the Rolla Comprehensive Plan. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
 - 1. The location, nature and height of buildings, structures, walls, and fences on the site,
 - 2. The nature and extent of proposed landscaping and screening on the site,
 - 3. The noise characteristics of the use compared to the typical use in the District and any reduction solutions;
 - 4. The potential glare of vehicles and stationary lights on site and any measures employed to mitigate their impact;
 - 5. Sign location, type, size, and lighting, and
 - 6. The impact on or potential interference with any easements, roadways, driveways, rail lines, utilities and storm water management systems. Off-street parking and loading areas will be provided in accordance with the standards set forth in this Article.
- (d) Adequate utility, drainage, and other such necessary facilities have been or will be provided.
- (e) The proposed uses where such developments and uses are deemed consistent with good planning practice; can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; and are deemed essential,

convenient, or desirable to preserve and promote the public health, safety, and general welfare of the City of Rolla.

20. The Applicant gave no sworn testimony regarding the CUP requirements as required by City Code Section 42-234.2, although Exhibit A, submitted by Applicant addresses the points required with summation that (a) the proposed conditional use does comply (b) due to limited visits required to the site, the Tower will not affect traffic or pedestrian traffic, (c) the Tower will not dominate the area versus the industrial uses already in the area; the site will have proof slats added to the fencing; the Tower will create almost no noise and less than existing surrounding uses; the site is unmanned and unlit unless emergency; and site will have no impact on easements, roadways, etc.; (d) utilities, drainage and other facilities is accounted for in design; (e) that the addition of coverage and capacity to existing wireless service is good like adding infrastructure, which is good planning, allows for enhance 911 capacity and other safety measures, enhances response time, and triangulation location, which promotes the health and safety of Rolla citizens.

21. Additionally for CUP approval of a telecommunications tower, no Conditional Use Permit shall be approved by the City Council unless an Applicant also presents evidence for the City Council to make findings in the affirmative that the following conditions exist find pursuant to Section 42-402.4 (a – d).

- (a) That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division;
- (b) That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values;
- (c) That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located; and
- (d) That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.

22. The City Council finds as to each specific condition set forth in City Code Section 42-402.1(4) as follows:

- (a) That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division.*** The evidence offered regarding whether the Application design or ground layout reduces visual degradation was in Applicant's Exhibit A, stating "the proposed site is adjoined on three sides by Heavy Industrial and on the 4th by a service garage for Missouri S&T. This use is very much compatible with the commercial and industrial area in which it is proposed." (Exhibit A, Page 5). Further, in sworn testimony, the Applicant discussed the recommendations and conditions of the Planning and Zoning

Commission and offered that the Applicant was further prepared to pave the driveway, not only the right-of-way with the driveway of gravel as was previously recommended by the Planning and Zoning Commission.

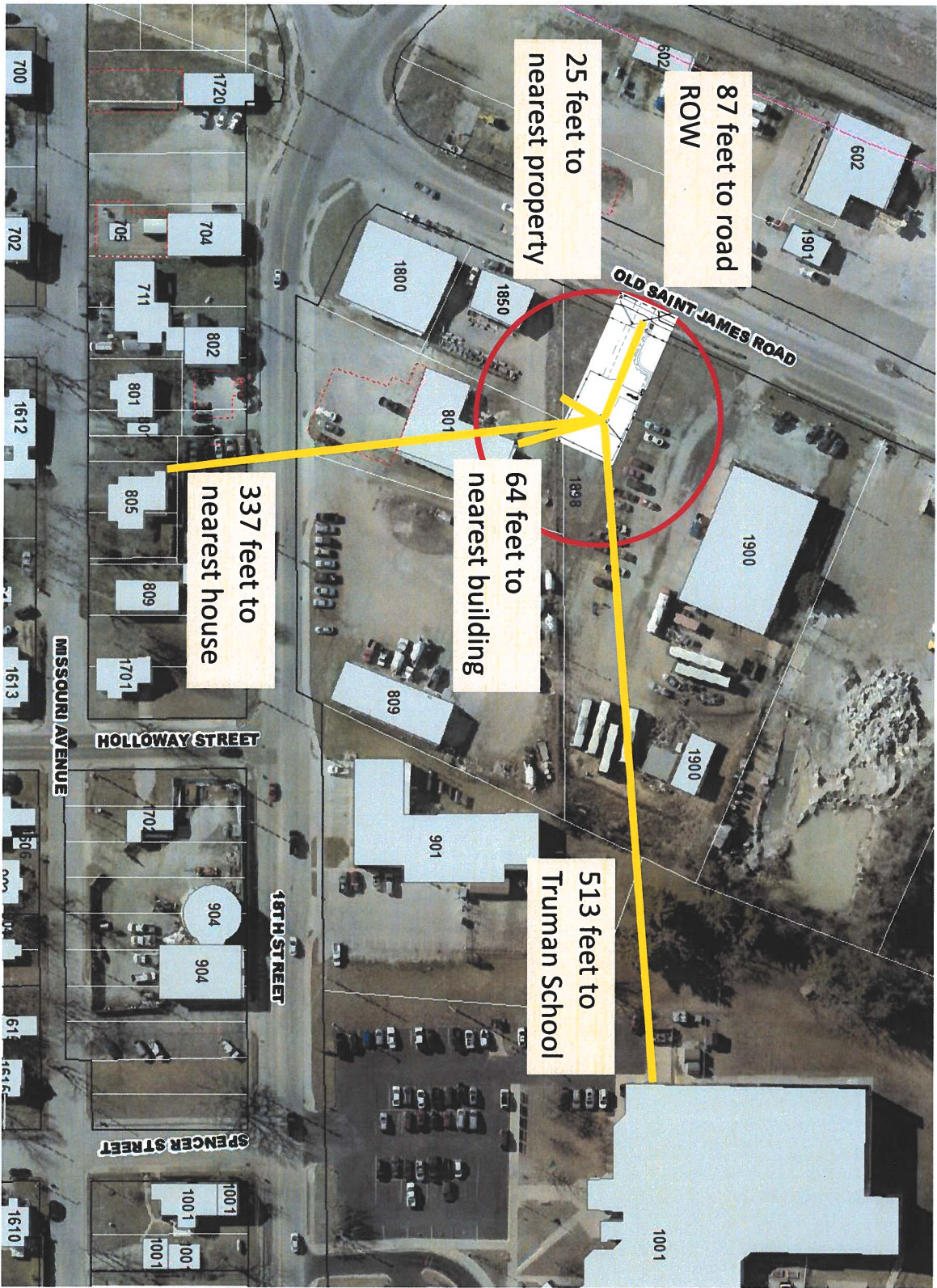
- (b) ***That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values.*** The Applicant submitted Exhibit A, which states “The design is very consistent with the surrounding uses. Efforts were made to conceal the ground equipment from view by slatting the fence.” (Exhibit A, page 5). Exhibit A further states that in a commercial/industrial area such as being proposed, increased coverage, and capacity of a wireless facility is considered necessary infrastructure. Exhibit A continues that by allowing the Tower, coverage and capacity are increased, making the property more desirable and therefore, not only not adversely affecting property values, but increasing the values of those surrounding properties. (Exhibit A, page 5). Applicant did not testify as to visual compatibility with the area, but emphasized that the area was industrial, therefore making it an appropriate spot for a monopole cell tower. There was no testimony indicating any attempt to conceal or otherwise build a tower that blended in with the environment, nor any mention of effect on property values. The plans submitted that the Tower itself would have a crow’s nest design, in violation of the City’s Code Section 42-399(8)(3) and Exhibit A, page 11. No evidence was offered as to why there should be any exception to the crow’s nest prohibition.
- (c) ***That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located.*** The Applicant did not testify as to visual compatibility with the area, but emphasized that the area was industrial, therefore making it an appropriate spot for a monopole cell tower. Applicant stated the location was a dream location because it is not something sitting on top of a subdivision. Applicant stated that it is an industrial area across the street from a concrete plant, to the north is equipment storage, to the south Missouri S&T has a garage, there is another part of the concrete plant and the there is the monument manufacturer.
- (d) ***That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.***
- (1) At the onset, the Tower violates the City Code Section 42-399.8(3), which prohibits exposed antennas on crow’s nest designs and requires the antennas to be “disguised and maximally concealed on or within” the Tower. The Applicant’s proposed design places the burden on the Applicant to demonstrate that the City’s General Requirements are not feasible or unreasonable under the specific circumstances. Review of the sworn testimony and the record before the City Council indicates that not only did the Applicant not demonstrate that the General Requirements were not feasible or unreasonable, the Applicant’s sworn testimony and Exhibit A materials indicated it did not consider disguising the structure based on the location proposed

being in an industrial area. There was no evidence offered why the exposed crow's nest could not be otherwise disguised or replaced with different technology.

- (2) The General Requirements in the City Code Section 42-399.8(4) states that Support Structures and Antenna shall not exceed the height limitation of any airport overlay zone as may be adopted by the City or other regulatory agency. Support Structures and Utility Poles may exceed the underlying zoning district height restrictions for buildings and structures only where shown to be necessary, provided that no reasonable and feasible alternative exists. The underlying zoning district height restriction for building and structures is determined to be 64 feet by City Code Section 42-192.3 for C-3 Zoned locations. The sworn testimony and accompanying packet in Exhibit A (which is not sworn testimony) only state why they request the height of 95 feet as it what is in existence at the present at another location and that current technology requires the antennas at the top of the pole instead of the ground for best cell coverage. Applicant offered evidence that the average height of the other existing towers in Rolla is 179 feet. Applicant did acknowledge that said Towers had been installed prior to enactment of present City Code. On November 1, 2021, the sworn testimony of Applicant expounded that the search for a location was a targeted 400 foot area that had to be in the north each part of town due to existing services or towers elsewhere and to avoid interference with existing towers. There was no evidence offered whether any alternative options exist or do not exist and whether feasible or not.
- (3) The General Requirements in the City Code Section 42-399.8(7) state that all Support Structures, including any portions of any Wireless Communications Facilities thereon and associated structures, fences and walls (except for parking associated with the Wireless Communications Facility) shall be separated from any rights-of-way, sidewalk or street, alley, parking area, playground, or other building, and from the property line of any adjacent property at least a horizontal distance equal to the height of the Support Structure, including any portions of the any Wireless Communications Facilities thereon. The sworn testimony of Applicant was that the setback requirements could not be met at the proposed location, but that it was a perfect location and that to require a setback equal to the size of the Support Structure and Antenna (95 feet) was unreasonable. Applicant stated that to meet the required setback would put the Tower in the center of the landowners parking lot either blocking flow of traffic or impeding business. Applicant offered that if required to meet the setback on the proposed location, that the monopole no longer becomes an accessory structure, but becomes the primary structure that would decrease the value of the property and decrease the usability of the property. It was presented by Tom Coats, City Planner with little contrary evidence offered, that if placed where proposed, the Tower would be approximately 64 feet from the nearest building, about 25 feet from the closest property line and about 87 feet from the Old St. James Road right-of-way. As proposed, the location of the Tower would not meet the required setback for at least three of the seven points of contact identified in the City Code requiring such setback. Unlike City Code Section 42-399.8(4) that indicates when the height restriction could be exceeded when no reasonable or feasible alternative

exists, the setback requirement has no exception other than the CUP requirement and burden identified in the City Code Section 42-402.1(3) that states no Conditional Use Permit shall be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communication Facilities pursuant to Sections 42-400 or 42-401 is not technologically or economically feasible, and the City may consider current or emerging industry standards and practices, among other information, in determining feasibility. Applicant further testified that the fall zone (as would be determined at 95-100 feet, with the required setback per City Code) was unreasonable because "we're not at risk for a tower collapse." On November 1, 2021, Applicant stated the tower would be located 93.4 feet from the right of way, which is less than 2 feet as required, but the Applicant offered they could adjust placement to meet the setback required for the right-of-way. Applicant offered that when the Joplin tornado went through their City, the old towers that were built in the 80s and 90s crumbled on top of each other. However, every monopole that was there were the only things standing and that is what the emergency responders were using to communicate with others to handle the situation. Applicant also offered Exhibit C, which was a series of pictures he testified were an example of a tower built in 2011 in Bridgeton, Missouri, that withstood an E4 tornado and suggested the building codes and towers built now would be more advanced technology and expected to be able to withstand stronger winds. On November 1, 2021, Applicant went further to state that there is no property within their search (which he indicated was expanded in attempt to comply with General Requirements as much as possible and keep it in industrial zoning) that could meet the coverage objective and the set-back requirement, which could be considered a prohibition of wireless services. Further he stated that he believes that denying the Application for failing to meet the setbacks, with the number of towers inside Rolla that also fail to meet the setbacks, even though put up prior to the ordinance now in place, could be seen as discrimination against the Applicant.

End of Findings of Fact and Conclusions of Law



87 feet to road ROW

25 feet to nearest property

64 feet to nearest building

513 feet to Truman School

337 feet to nearest house



memo

Collective Solutions, LLC

To: Tom Coots
From: Russell S. Been, Collective Solutions, LLC, agent for Parallel Infrastructure
CC: City of Rolla Missouri Planning and Zoning Commission
Date: 9/10/2021 UPDATED 10/6/2021
Re: Conditional Use Permit Application 1900 Old St. James Road, Rolla, MO for a 95' tall monopole style wireless telecommunication facility.

AT&T, in order to improve service and capacity in the Rolla, Missouri area, has contracted with Parallel Infrastructure to construct a 95' tall monopole style wireless communications facility. This facility will include a lighting rod and associated fencing and ground equipment. At the suggestion of the City of Rolla planning department, privacy slats have been added to the fencing.

Applicant would request that in lieu of requiring engineering drawings prior to zoning approval that the board would make such requirements a condition of approval prior to approval of the building permit. Towers will always be designed to meet at least the minimum building code, if not exceed the minimum code.

Strict application of the setbacks would severely interfere with the operation of the existing business. A strict application of the setbacks would put the proposed tower in the center of the driveway of the auto repair business operating on the property. The separated fenced area on the southern property line of the commercially zoned property is the logical place to locate the tower on this property.

In order to construct a new wireless communications facility, even within heavy commercial or manufacturing districts, a Conditional Use Permit is required. In order to be approved, Section 42.234.2 requires the following burden of proof:

1. Does the proposed conditional use comply with all applicable provisions of the applicable District regulations.
A: Yes, the proposed conditional use does comply.
2. The applicant has demonstrated through the provision of a traffic impact study or other acceptable method that the proposed conditional use at the specified location will not adversely affect the safety of the motoring public and pedestrians using the facility and surrounding area from traffic congestion or other hazards.
A: Due to the limited visits required to the site, this tower will not affect traffic or pedestrian traffic.

V.C.14

3. The location and size of the conditional use, the nature and intensity of operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning District regulations or the policies of the Rolla Comprehensive Plan. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
 - a. The location, nature and height of buildings, structures, walls, and fences on the site.
A: The tower will not dominate the area versus the industrial and commercial uses already in use in the area.
 - b. The nature and extent of proposed landscaping and screening on the site.
A: The site will have site proof slats added to the fencing.
 - c. The noise characteristics of the use compared to the typical use in the District and any reduction solutions.
A: The tower will create almost no noise and definitely less than existing surrounding uses.
 - d. The potential glare of vehicles and stationary lights on site and any measures employed to mitigate their impact.
A: The site is unmanned and will have no regular vehicle traffic. The site will not be lit, beyond a small work light that will be utilized only when an emergency outage requires a technician to visit during evening hours.
 - e. Sign location, type, size, and lighting.
A: The site will only have a very small site identification sign on the gate and FAA/FCC required fence signs. As per question d. the only lighting will be a work light utilized during any emergency nighttime visits.
 - f. The impact on or potential interference with any easements, roadways, driveways, rail lines, utilities and storm water management systems. Off-street parking and loading areas will be provided in accordance with the standards set forth in this Article.
A: This site will have no impact on any of the above-mentioned items.
4. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
A: utilities, drainage and other such facilities have been accounted for in the design of this site.
5. The proposed uses where such developments and uses are deemed consistent with good planning practice; can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; and are deemed essential, convenient, or desirable to preserve and promote the public health, safety, and general welfare of the City of Rolla.
A: The addition of coverage and capacity to the existing wireless service is like adding infrastructure. Adding infrastructure where needed is always a good planning practice. By adding the coverage and capacity, this allows for such things as Enhanced 911 and other safety measures. Allows for triangulation location and enhances response times for emergency responders, thus, enhancing and promoting the health safety and general welfare of the City of Rolla.

Section 42-402 of the Rolla Zoning Code requires that no Conditional Use Permit be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communications Facilities pursuant to Section 42-400 or Section 42-401 of this Division is not technologically or economically feasible. The City may consider current or emerging industry standards and practices, among other information, in determining feasibility.

A: 42-402.3 the current technology which is being utilized isn't even the most up to date technology and capacity available. As will be explained further at the hearing, since the 1990s when the technology that was taken into consideration when a lot of the facilities in this area were built out, the antenna technology has drastically changed along with the needs placed on wireless facilities. Antennas were 4' to 6' tall, 6" to 8" wide and 1" to 3" deep. The capacity demands were the 1 or 2 people out of 10 that had mobile phones in their cars. Now, the vast majority of

Americans, nearly 97%, own a cell phone, nearly 75% of Americans utilize a smart phone. Compared to the 30% of the population that had cellphones in 1999 when the decade was ending. The capacity and coverage demands on wireless facilities have exponentially increased. The solution to this increased demand was a major redesign of the equipment, antennas and radios, located at the various wireless facilities. The antennas were increased in size and the radios, once located at the base of the towers, were found to be more affective on the top of the tower and now have even been incorporated into the antennas. Where one antenna per sector was suitable, in order to achieve their desired coverage objectives 2, 3 and even 4 antennas are becoming the standard for wireless facilities. In order to achieve their coverage objective in the most technological and economically efficient way possible, a new monopole style facility is required.

Section 42-402.4 require the following 4 conditions exist:

1. That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division;

A: The proposed site is adjoined on three sides by Heavy Industrial and on the 4th by a service garage for Missouri S&T. This use is very much compatible with the commercial and industrial area in which it is proposed.

2. That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values;

A: The design is very consistent with the surrounding uses. Efforts were made to conceal the ground equipment from view by slatting the fence. In a commercial/industrial area such as we are proposing, increased coverage and capacity of a wireless facility is considered necessary infrastructure. By allowing the tower, coverage and capacity are increased, making the property more desirable and therefore, not only not adversely affecting property values, but increasing the values of those surrounding properties.

3. That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located

A: This conditional use is consistent with and will not adversely affect the regular permitted uses of the district or surrounding districts.

4. That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown.

A: The proposed use complies with all Federal, State and local laws.

DIVISION 22. AMENDMENTS TO THE OFFICIAL ZONING DISTRICTS MAP

SUBDIVISION IIa. WIRELESS COMMUNICATIONS FACILITIES CODE

Sec. 42-396. Purpose.

1. **Statement of Purpose.** The general purpose of this Division 22 ("Division") is to regulate the placement, construction, and modification of telecommunications Wireless Communications Facilities to protect the health, safety, and welfare of the public, while at the same time not unreasonably interfering with the development of the competitive wireless telecommunications marketplace in the City of Rolla. Specifically, this Division is intended to:
 1. Provide for the appropriate location and development of telecommunications facilities and systems to serve the citizens and businesses of the City of Rolla;
 2. Minimize adverse visual impacts of Wireless Communications Facilities through careful design, siting, landscape screening, and innovative camouflaging techniques that provide predictability for nearby property owners and others that future uses will not materially alter such approved aesthetic protections without zoning hearing procedures and input from interested parties;
 3. Ensure that any new Wireless Communications Facilities are compatible with the neighborhood or surrounding community to the extent possible; and
 4. Ensure that regulation of Wireless Communications Facilities does not have the effect of prohibiting the provision of personal wireless services, does not unreasonably discriminate among functionally equivalent providers of such service and promotes the provision and availability of communication services within the City, and is no more burdensome than regulations applied to other types of infrastructure deployments.
2. **Applicability; preemption.** Notwithstanding any ordinance to the contrary, the procedures set forth in this Division shall be applicable to all Wireless Communications Facilities existing or installed, built, or modified after the effective date of this Division to the fullest extent permitted by law. No provision of this Division shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law and furthermore, if any section, subsection, sentence, clause, phrase, or portion of this Division is now or in the future superseded or preempted by state or federal law or found by a court of competent jurisdiction to be unauthorized, such provision shall be automatically interpreted and applied as required by law. (Ord. 4470, §1)

Sec. 42-397. Definitions.

As used in this Division, the following terms shall have the meanings and usages indicated:

1. **Accessory Use:** Any use authorized herein that exists in addition to the principal use of the property.
2. **Antenna:** Any device that transmits and/or receives wireless radio waves for voice, data, or video communications purposes including, but not limited to, television, AM/FM radio, texts, microwave, cellular telephone, and similar forms of communications. The term shall exclude satellite earth station antenna less than two meters in diameter (mounted within 12 feet of the ground or building-mounted) and any receive-only home television antenna.
3. **AGL (Above Ground Level):** Ground level shall be determined by the elevation at the center location of measurement.

4. Authority Pole: A Utility Pole that is owned and/or operated by the City but shall not include municipal electric utility distribution poles or facilities.
5. Cabinet: A structure for the protection and security of communications equipment associated with one or more Antenna where direct access to equipment is provided from the exterior and that has horizontal dimensions that do not exceed four feet by six feet, and vertical height that does not exceed six feet.
6. Director: The Community Development Director or his/her designee or official acting in such capacity.
7. **Disguised Support Structure**: Any freestanding, artificial structure designed for the support of Antenna, the presence of which is camouflaged or concealed as an appropriately placed and designed architectural or natural feature. Depending on the location and type of disguise used, such concealment may require placement underground of the utilities leading to the structure. Such structures may include but are not limited to clock towers, campaniles, observation towers, light standards, flagpoles, and artificial trees. For purposes of this definition, a structure "camouflaged or concealed as an appropriately-placed and designed architectural or natural feature" shall mean:
 1. It is consistent with and contributes to and does not detract from the character and property values and use of the area and neighborhood in which it is located;
 2. It does not contain distorted proportions, size, or other features not typically found on the type of structure or feature to which it is designed to replicate;
 3. It cannot be identified as a Support Structure by persons with reasonable sensibilities and knowledge;
 4. Its equipment, accessory buildings, or other aspects or attachments relating to the Disguised Support Structure are wholly concealed using a manner consistent with and typically associated with the architectural or natural structure or feature being replicated; and
 5. It is of a height, design, and type that would ordinarily occur at the location and neighborhood selected.
8. Existing Structure: Any structure capable of supporting Wireless Communication Facilities (other than a Support Structure) in full conformance with the design and other requirements of this Division and is: (1) existing prior to the date of all applicable permit applications seeking City authorization for installation of such facilities thereon and (2) not built or installed in anticipation of such specific installation or erected as a means to evade approvals applicable to a non-existing structure.
9. FAA: The Federal Aviation Administration.
10. Fast-Track Small Wireless Facility or Fast-Track: A Small Wireless Facility that meets the following requirements for an Antenna and associated equipment:
 1. No more than seven cubic feet in volume (comprised of no more than 27 square feet of exterior surface area, excluding the surface width equal to the width of the Existing Structure or Utility Pole to which it is mounted, on an imaginary enclosure around the perimeter thereof, excluding cable or cable conduit of four inches or less). Volume shall be the measure of the exterior displacement of the Antenna and associated equipment;
 2. Located with the consent of the owner on an Existing Structure or Utility Pole, or concealed within or on a replacement Utility Pole if appearance is not materially altered and the replacement Existing Structure or Utility Pole is no more than five feet taller;

3. Not exceeding six feet above the top of an Existing Structure or Utility Pole for a total height not exceeding 50 feet nor taller than more than six feet above the average of similar poles within 300 feet.
11. FCC: The Federal Communications Commission.
12. Height: The vertical distance measured from the center location of measurement at ground level to its highest point and including the main structure and all attachments thereto.
13. Person: An individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.
14. Right of Way: The area on, below, or above a public roadway, highway, street, or alleyway, but not including:
15. The airwaves above a public right-of-way with regard to cellular or other nonwire telecommunications or broadcast service;
16. Easements obtained by utilities or private easements in platted subdivisions or tracts;
17. Railroad rights-of-way and ground utilized or acquired for railroad facilities; or
18. Poles, pipes, cables, conduits, wires, optical cables, or other means of transmission, collection or exchange of communications, information, substances, data, or electronic or electrical current or impulses utilized by a municipally owned or operated utility pursuant to Missouri law.
19. Shelter: A building for the protection and security of communications equipment associated with one or more Antenna and where access to equipment is gained from the interior of the building. Human occupancy for office or other uses or the storage of other materials and equipment not in direct support of the connected Antenna is prohibited.
20. Small Wireless Facility: Antennas and associated equipment that meet the following:
 1. Each Antenna could fit within an enclosure of no more than six cubic feet in volume; and
 2. All other associated equipment, to the extent permitted by applicable law to be calculated, of cumulatively no more than 28 cubic feet in volume; provided that no single piece of equipment on the Authority Pole shall exceed nine cubic feet in volume, and no single piece of ground mounted equipment shall exceed 15 cubic feet in volume.
21. Support Structure: A Tower or Disguised Support Structure.
22. Tower: A structure designed for the support of one or more Antenna and including guyed towers, self-supporting (lattice) towers, or monopoles, but not Disguised Support Structures, Utility Poles, or buildings. The term shall also not include any Support Structure that includes attachments of 50 feet or less in height owned and operated solely for use by an amateur radio operator licensed by the FCC.
23. Utility Pole: A pole or similar structure that is or may be used for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, or for the collocation of Small Wireless Facilities or Fast Track.
24. Wireless Communications Facility: Any Antenna, Small Wireless Facility, Fast Track, Cabinet, Shelter, and Support Structure and associated equipment. (Ord. 4470, §1)

Sec. 42-398. Application Procedures; Timing.

1. Applications. Applications for permitted, administrative, or conditional uses pursuant to this Division shall be subject to the supplementary procedures in this Division. Applications shall be submitted to the City as a complete application on forms provided by the City. A "complete application" shall be an application submitted on the forms provided by the City, fully executed by the applicant, identifying the specific approval sought, and containing all attachments, fees as may be established to reimburse the City for its inspection and review costs, and information as required thereon or by the City, consistent with this Division. Applications shall be accompanied by a building permit application and other applicable forms.
2. Proof of Owner Consent. Applications for permitted, administrative, or conditional uses pursuant to this Division shall be required to provide proof of owner consent, which shall minimally include:
 1. Written consent to pursue the application by all fee simple owners of the underlying real estate (or where located in street rights-of-way, the rights-of-way owner thereof), including when the proposed location is also in a utility easement; and
 2. Written consent to pursue the application of the owner of the structure on which such Facility is to be placed, if different than applicant.
3. Timing. Applications shall be decided upon within a reasonable time, subject further to state or federal specific additional time requirements as may apply to the particular application.
4. Consolidated Applications for Small Wireless Facilities. An applicant may submit a consolidated application and receive a single permit for up to 20 collocated Small Wireless Facilities, provided that they are for the same or materially the same design of Small Wireless Facility being collocated on the same or materially the same type of Utility Pole or Support Structure. Denial of one or more Small Wireless Facilities in a consolidated application shall not delay processing of any other Small Wireless Facilities in the same consolidated application.
5. Opportunity to Cure. In case of a denial, the applicant may cure the deficiencies identified by the City and resubmit the application within 30 days of the denial without paying an additional application fee. The City shall approve or deny the revised application within 30 days of resubmission and limit its review to the deficiencies cited in the original denial. (Ord. 4470, §1)

Sec. 42-399. General Requirements.

1. Applicability. The requirements set forth in this Division shall be applicable to all Wireless Communications Facilities within the City installed, built, or modified after the effective date of this Division to the full extent permitted by law. Such zoning review and approvals required in this Division shall be in addition to any other generally applicable permitting requirement, including applicable building, excavation, rights-of-way, or other permits or approvals.
2. Principal or accessory use. Towers may be either a principal or accessory use in all non-residential zoning districts, subject to any applicable requirement relating to yard or setback. An accessory use subject to a leasehold interest of a person other than the lot owner may be approved for a Tower only if the leasehold area separately meets all requirements for a separate subdivided lot, including dedicated access, parking, setbacks, and lot size, applicable to a principal use in the district in which the use is proposed as if it was a separate subdivided lot. No other district shall allow Towers unless required by law. All other Wireless Communications Facilities and Utility Poles other than Towers, may be a principal or accessory use in all districts subject to the requirements herein.

3. Building codes, safety standards, and zoning compliance. Wireless Communications Facilities shall be constructed and maintained in compliance with all standards contained in applicable state and local building codes. A certified engineer's structural report shall be required for all applications to construct a new or modify, or any way alter, a Support Structure, a Utility Pole, or Antenna, including Small Wireless Facility and Fast Track, unless waived upon application to the Director stating why such report is unnecessary to the specific application and a determination in the discretion of the Director approving such statement. In addition to any other approvals required by this Division, no Wireless Communication Facility or portion thereof, except for a modification under 47 U.S.C. § 1455(a), shall be erected, replaced, or expanded prior to receipt of a Certificate of Zoning Compliance, unless otherwise required by law, and the issuance of a Building Permit. For sites within City rights-of-way, (1) the most restrictive adjacent underlying zoning district classification shall apply unless otherwise specifically zoned and designated on the official zoning map, (2) Wireless Communications Facilities shall be installed and maintained as not to obstruct or hinder the usual travel or public safety on the rights-of-way or obstruct the legal use of such rights-of-way by authorities or authorized rights-of-way users; and (3) such use shall be required to obtain applicable permits and comply with the City's ROW management rules and regulations set forth in Article III of Chapter 36.
4. Regulatory compliance. All Wireless Communications Facilities shall meet or exceed current standards and regulations of the FAA, FCC, and any other local, state, or federal agency with the authority to regulate Wireless Communications Facilities, and including all required licenses, permits, and taxes applicable to such structure and/or modification. Should such standards or regulations be amended, then the owner shall bring such devices and structures into compliance with the revised standards or regulations within the time period mandated by the controlling agency. No approval for any placement, construction, or modification of any Wireless Communications Facilities permitted by this Division shall be granted for any applicant having an uncured violation of this Division, any zoning regulation regarding the lot on which the structure is proposed, or any other governmental regulatory, licensing, or tax requirement applicable to such Wireless Communications Facilities within the City unless preempted by applicable law. Modifications under 47 U.S.C. § 1455(a) shall be approved without regard to zoning regulations regarding the lot on which the modification is proposed.
5. Security. All Wireless Communications Facilities shall be protected from unauthorized access by appropriate security measures. A description of proposed security measures shall be provided as part of any application to install, build, alter, or modify Wireless Communications Facilities. Additional measures may be required as a condition of the issuance of a Building Permit as deemed necessary by the Director or by the City Council in the case of a Conditional Use Permit.
6. Lighting. Antenna, Small Wireless Facilities, Fast Track, and Support Structures shall not be lighted unless required by the FAA or other state or federal agency with authority to regulate, in which case a description of the required lighting scheme will be made a part of the application to install, build, alter, or modify the Antenna, Small Wireless Facilities, Fast Track, or Support Structure. Lighting may also be approved as a consistent component of a Disguised Support Structure. Equipment Cabinets and Shelters may have lighting only as approved by the Director or City Council on the approved site plan.
7. Advertising. Except for a Disguised Support Structure in the form of an otherwise lawfully permitted sign, the placement of advertising on Wireless Communications Facilities is prohibited other than on-premises signage of not greater than one square foot on ground equipment or required safety signage.
8. Design.
 1. Color. Subject to the requirements of the FAA or any applicable state or federal agency, Wireless Communications Facilities and attachments shall be painted a neutral color consistent with the

natural or built environment of the site or an alternative painting scheme approved by the Director, or the City Council in the case of Conditional Use Permits, consistent with the requirements of this Division.

2. **Ground equipment.** When authorized, equipment Shelters, or Cabinets shall have an exterior finish reasonably compatible with the natural or built environment of the site and shall also comply with any design guidelines as may be applicable to the particular zoning district in which the facility is located unless not feasible. All ground equipment shall be either placed underground, contained in a single Shelter or Cabinet, or concealed within a building or approved walled compound.
3. **Antenna design.** Antenna attached to a Disguised Support Structure or Tower shall be contained within the Disguised Support Structure or within or mounted flush on the surface to which they are mounted. Antenna attached to an existing building, Utility Pole, or structure shall be of a color matching the surface to which they are mounted. Antenna on the rooftop or attached to a building shall be screened or constructed and/or colored to match the structure to which they are attached. All Antenna shall be designed to be disguised and maximally concealed on or within the Support Structure or other structure. Exposed Antenna on "crow's nest" or other visible platforms or extensions are prohibited.
4. **Height.** Support Structures and Antenna shall not exceed the height limitation of any airport overlay zone as may be adopted by the City or other regulatory agency. Support Structures and Utility Poles may exceed underlying zoning district height restrictions for buildings and structures only where shown to be necessary, provided that no reasonable and feasible alternative exists. To the extent permitted by applicable law, district height restrictions shall be considered by the City in determining the appropriateness of the design and location of the application under the applicable standards for approval. No Support Structure shall be approved at a height exceeding 120 feet AGL unless the applicant clearly demonstrates that such height is required for the proper function of the applicant's system.
5. **Monopole design.** All Towers shall be of a monopole design. Lattice, guyed Towers, or other non-monopole Tower designs shall not be permitted.
6. **Compound walls/landscaping.** All Towers shall be surrounded by a minimum of a six-foot high decorative wall constructed of brick, stone, or comparable masonry materials and a landscape strip of not less than ten feet in width and planted with materials, which will provide a visual barrier to a minimum height of six feet. The landscape strip shall be exterior to any security wall. In lieu of the required wall and landscape strip, an alternative means of screening may be approved by the Director, or by the City Council in the case of a Conditional Use Permit, upon demonstration by the applicant that an equivalent degree of visual screening will be achieved. Landscaping or other improvements may be required for Disguised Support Structures if needed to implement an approved disguise.
7. **Setbacks.** All Support Structures, including any portions of any Wireless Communications Facilities thereon and associated structures, fences, and walls (except for parking associated with the Wireless Communications Facility) shall be separated from any rights-of-way, sidewalk or street, alley, parking area, playground, or other building, and from the property line of any adjacent property at least a horizontal distance equal to the height of the Support Structure, including any portions of any Wireless Communications Facilities thereon.
8. **Storage.** Vehicle or outdoor storage on any Wireless Communications Facilities site is prohibited, unless otherwise permitted by the zoning district.

9. **Parking.** One hard-surfaced parking spot per Support Structure for periodic maintenance and service shall be provided.
10. **Decorative poles.** In districts where there are Utility Poles that were specifically designed for their aesthetic nature and compatibility with the built environment of that district, as determined by the City, such Utility Poles shall be deemed to be decorative Utility Poles. Such decorative Utility Poles, when authorized to be replaced by an applicant for Wireless Communications Facilities pursuant to applicable law and in compliance with this Division and Code, shall only be replaced with a substantially similar decorative Utility Pole that matches the aesthetics and decorative elements of the original decorative Utility Pole being replaced. Such replacement expenses shall be bore wholly by the applicant seeking to place Wireless Communications Facilities on such decorative Utility Pole.
9. **Public property.** Wireless Communications Facilities located on property owned, leased, or otherwise controlled by the City shall be subject to the requirements of this Division. A license or lease with the City authorizing the location of such Wireless Communications Facilities shall be required for each site.
10. **As-built plans.** Within 60 days of completion of the initial construction and any additional construction, three complete sets of plans drawn to scale and certified as accurately depicting the location of all Wireless Communications Facilities constructed shall be furnished to the City.
11. **Historic preservation; 30-day hearing period.** To the extent permitted by law, approval shall not be issued for any Wireless Communications Facility that the Director or City Council determines would create a significant negative visual impact or otherwise have a significant negative impact on the historical character and quality of any property within a Historic Preservation District or such District as a whole. For collocation of any certified historic structure as defined in Section 253.545 RSMo., in addition to all other applicable time requirements, there shall be a 30-day time period before approval of an application during which one or more public hearings on collocation to a certified historic structure are held. The City may require reasonable, technically feasible and technological neutral deign and concealment measures as a condition of approval of a Wireless Communication Facility within a historic district or on a historic structure.
12. **Administration.** The Director shall have the authority to establish forms and procedures consistent with this Division and applicable federal, state, and local law to ensure compliance and to facilitate prompt review and administration of applications. (Ord. 4470, §1)

Sec. 42-400. Permitted Use.

1. **Permitted use.** The placement of Wireless Communications Facilities fully conforming with the applicable General Requirements in this Division are permitted in all zoning districts (including the right-of-way) only as follows:
 1. **Collocations on Existing Support Structures.** The attachment of Antenna including Small Wireless Facilities, or associated equipment to any existing fully conforming Support Structure or Utility Pole, or as otherwise authorized by state or federal law where local zoning is preempted, provided that building permit requirements, national safety codes, and other applicable codes including recognized accepted industry standards for structural, safety, capacity, reliability, and engineering are satisfied, including specifically the requirement to submit a certified structural engineering report as provided in Section 42-399.
 2. **Antenna on high-voltage Towers.** The mounting of Antenna on or within any existing high-voltage electric transmission Tower, but not exceeding the height of such Tower by more than ten feet,

provided that all requirements of this Division and the underlying zoning ordinance are met, except minimum setbacks provided in this Division shall not apply.

3. Antenna on existing buildings/structures. In all districts, except not on single-family residential or two-family dwellings, the mounting of Antenna on any existing and conforming building or structure (other than a Support Structure or Utility Pole) provided that the presence of the Antenna and equipment is concealed by architectural elements or fully camouflaged or concealed by painting a color identical to the surface to which they are attached, and further provided that all requirements of this Division and the underlying zoning ordinance are met.
4. Collocation of Small Wireless Facilities on Authority Poles. In accordance with Section 67.5112 RSMo, a wireless provider may collocate Small Wireless Facilities and install, maintain, modify, operate, and replace Authority Poles, at heights below the height limitations outlined in this Subdivision, which shall be a permitted use in all districts except single-family residential and historic districts subject to Subsection b of this Section below.
 1. New, replacement, or modification of Authority Poles under the following circumstances shall not be considered a permitted use under this Section:
 1. Proposals to construct or modify an Authority Pole that exceeds the greater of 50 feet AGL or more than ten feet above the tallest existing Authority Pole as of January 1, 2019 within 500 feet of the proposed Authority Pole in the City; and
 2. Proposals to collocate on an existing Authority Pole in place on August 28, 2018, that exceeds the height of the existing Authority Pole by more than ten feet.
 2. Application procedure. Application for a Permitted Use under this Section shall require submission of an application with proof of owner consent as required by Section 42-398 and an application fee of \$100.00 per Small Wireless Facility and an application fee of \$500.00 for the installation, modification, or replacement of a Utility Pole and collocation of a Small Wireless Facility thereon as required to partly cover the City's actual costs, and not to exceed such amounts as may be limited by law. If the applicant is not a Wireless Services Provider, the applicant must submit evidence of agreements or plans, or otherwise provide attestations to the same, which conclusively demonstrate to the City that the proposed site(s) will become operational and used by a Wireless Services Provider within one year of the permit's issuance date. For any application for a Small Wireless Facility, the applicant shall provide an attestation that the proposed Small Wireless Facility complies with the volumetric limitations as required to meet the definition of a Small Wireless Facility in accordance with this Division and pursuant to applicable law. Applicant shall also submit a certified structural analysis as required in the General Requirements of this Division. Applications requesting any information that is prohibited by federal or state law under the applicable circumstance shall be deemed inapplicable to the subject application. The Director shall issue a decision on the application for a permitted use within the time frame permitted by applicable law. A decision to deny an application shall be made in writing and state the specific reasons for the denial. With respect to a proposed collocation of a Small Wireless Facility or installation, modification, or replacement of a Utility Pole, the Director may deny the application only if the proposal could reasonably be expected to:
 1. Materially interfere with the safe operation of traffic and control equipment or City-owned communications equipment;
 2. Materially and demonstrably interfere with the safe operation of traffic control equipment or City-owned communications equipment;

3. Materially and demonstrably interfere with sight lines or clear zones for transportation, pedestrians, or nonmotorized vehicles;
4. Materially interfere with compliance with the American Disabilities Act, or similar federal or state standards regarding pedestrian access or movement;
5. Materially obstruct or hinder the usual travel or public safety on the rights-of-way;
6. Materially obstruct the legal use of the rights-of-way by the City, utility, or other third-party;
7. Fail to comply with the spacing requirements within Section 36-29.b;
8. Fail to comply with applicable national safety codes, including recognized engineering standards for Utility Poles or Support Structures;
9. Fail to comply with the decorative pole replacement requirements herein; or
10. Fail to comply with undergrounding requirements within Section 36-29.b;

Sec. 42-401. Administrative Approval.

1. Administrative approval. The placement of Wireless Communications Facilities fully conforming with the General Requirements in this Division are permitted in all zoning districts (including the right-of-way) by Administrative Permit approved by the Director only as follows:
 1. Disguised Support Structures. Any Disguised Support Structure shall have as a condition of approval, unless expressly exempted in the approval, an obligation that is recorded on the property that runs with the land for the benefit of the public, prohibiting modifications to the Disguised Support Structure that defeats the disguise, unless such proposed modification is approved by a duly authorized zoning or conditional use approval approved. If the applicant does not wish to have such a condition, the application shall not qualify for Administrative Permit approval, unless another mechanism is proposed and approved to ensure that the disguise is not subsequently defeated. A Disguised Support Structure proposed to be located within a public or private right-of-way, street, or other pedestrian or vehicular way may be exempted from the General Requirements of this Article relating to parking/access and setbacks, unless determined by the Director as applicable to the specific location for safety reasons or other applicable reasons.
 2. Fast-Track Small Wireless Facilities. An application for a Fast-Track may be approved administratively by the Director, subject to meeting the following requirements:
 1. General requirements. The following requirements shall generally apply to all Fast-Track located within the City:
 1. The Fast-Track shall substantially match any current aesthetic or ornamental elements of the Existing Structure or Utility Pole, or otherwise be designed to maximally blend in to the built environment, with attention to the current uses within the district at the proposed site;
 2. Any portion above the Existing Structure or Utility Pole shall be concealed and of the same dimensions and appearance so as to appear to be a natural extension of the Existing Structure or Utility Pole in lieu of an enclosure or concealment;

V.C. 25

3. The Fast-Track equipment shall not emit noise audible from the building line of any residentially zoned or used property; and
 4. Location, placement, and orientation of the Fast-Track shall, to the extent feasible, minimize the obstruction to, or visibility from, the closest adjacent properties unless otherwise required by the City for safety reasons.
 2. Additional requirements when sited near pedestrian and vehicle ways. When a Fast-Track is proposed to be located on an Existing Structure or Utility Pole on or adjacent to public or private streets, sidewalks, or other pedestrian or vehicle ways:
 1. The height of all portions of the Fast-Track shall be located at least eight feet above ground level;
 2. No ground equipment shall be permitted; and
 3. No portions of the Fast-Track shall extend horizontally from the surface of the Utility Pole or Existing Structure more than 16 inches.
 3. Waiver for good cause shown. Additionally, the Director may for good cause shown increase any one or more of the maximum volumetric specifications from the definition of a Fast-Track by up to 50% if the applicant demonstrates that it:
 1. Does not in any location nationally use equipment capable of meeting the specifications and the purpose of the equipment; and
 2. Cannot feasibly meet the requirements as defined and described.
 4. The City Council may further waive one or more of the requirements found in the definition of Fast-Track, or from the General Requirements or the Additional Requirements When Sited Near Pedestrian or Vehicle Ways of this Subdivision, upon good cause shown by the applicant, and provided a showing that the waiver is the minimum necessary to accomplish the purposes of this Division. The burden of proof for any waiver shall be wholly on the applicant.
2. Application procedures. Applications for Administrative Permits shall be made on the appropriate forms to the Director consistent with the requirements of this Division. Applications requesting any information that is prohibited by federal or state law under the applicable circumstance shall be deemed inapplicable to the subject application.
 1. General application requirements. Applicant shall submit along with its completed application form:
 1. An application fee of not more than \$100.00 per "Fast Track" Small Wireless Facility as required to partly cover the City's actual costs, and an application fee of not more than \$500.00 for an application for a Disguised Support Structure and collocation of a Small Wireless Facility thereon and not to exceed such amounts as may be limited by law; any amount not used by the City shall be refunded to the applicant upon written request after a final decision;
 2. A detailed site plan, based on a closed boundary survey of the host parcel, shall be submitted indicating the exact location of the facility, all dimensions and orientations of the facility and associated equipment, in addition to all existing and proposed improvements including buildings, drives, walkway, parking areas, and other structures,

rights-of-way, the zoning categories of the subject and adjoining properties, the location of and distance to off-site residential structures, required setbacks, required buffer and landscape areas, hydrologic features, and the coordinates and height AGL of the Utility Pole or Existing Structure, if applicable and determined by the Director to be necessary to determine compliance with this Division;

3. Specifications, dimensions, photos, or drawings of the completed installation;
 4. Proof of owner consent as required by Section 36-29.b.
 5. Certified structural analysis as required in the General Requirements of this Division;
 6. If the applicant is not a Wireless Services Provider, the applicant must submit evidence of agreements or plans, or otherwise provide attestations to the same, which conclusively demonstrate to the City that the proposed site(s) will become operational and used by a Wireless Services Provider within one year of the permit's issuance date; and
 7. All other information necessary to show compliance with the applicable requirements of this Division.
2. Fast-Track specific application requirements. In addition to the above general application requirements, applications for a Fast-Track shall include the following:
 1. An attestation that the proposed Fast-Track meets the volumetric and other requirements to meet the definition of Fast-Track provided in this Division; and
 2. Information demonstrating that the applicant's proposed plans are in compliance with § 67.5113.3(9) RSMo. to the satisfaction of the City.
 3. Review. The application shall be reviewed by the Director to determine compliance with the above standards, including specifically design, location, safety, and appearance requirements and transmit the application for review and comment by other departments and public agencies as may be affected by the proposed facility.
 4. Additional information may be required. In reviewing an application, the Director may require the applicant to provide additional information, including technical studies, to the extent permitted by applicable law, and contained in an applicable code provision, ordinance, application, or other public guideline.
 5. Decisions; denials required in writing. The Director shall issue a decision on the permit within the time frame permitted by applicable law. The Director may deny the application or approve the application as submitted or with such modifications or conditions as are, in his/her judgment, reasonably necessary to protect the safety or general welfare of the citizens and property values consistent with and to affect the purposes of this Division, and subject to applicable law. The Director may consider the purposes of this Division and the factors established herein. A decision to deny an application shall be made in writing and state the specific reasons for the denial. Provided that with respect to a proposed collocation of a Small Wireless Facility or installation, modification, or replacement of a Utility Pole, the Director may deny the application only for the reasons outlined in Section 42-400(b) above.

Sec. 42-402. Conditional Use Permit.

1. Conditional Use Permit Required. All proposals to construct or modify a Wireless Communications Facilities not permitted by Section 42-400 or Section 42-401 or not fully complying with the General Requirements of this Division and except for modifications under 47 U.S.C. § 1455(a) which must be approved, shall be permitted only upon the approval of a Conditional Use Permit authorized consistent with Division 16 of Chapter 42 following a duly advertised public hearing, subject to the following additional requirements, procedures, and limitations:

1. Applications. Applications for Conditional Use Permits shall be filed on such forms required by the Director and processed subject to the requirements of and in the manner established by applicable law, herein, and for Conditional Use Permits in the Zoning Code and, in addition to such other requirements, shall be accompanied by a deposit of \$1,500.00, to the extent permitted by applicable law to the specific Wireless Communications Facility. Any amount not used by the City shall be refunded to the applicant upon written request after a final decision. Applications requesting any information that is prohibited by federal or state law under the applicable circumstance shall be deemed inapplicable to the subject application.
2. Decision and findings required. A decision shall be contemporaneously accompanied by substantial evidence supporting the decision, which shall be made a part of the written record of the meeting at which a final decision on the application is rendered. Evidence shall be under oath and may be submitted with the application or thereafter or presented during the public hearing by the applicant or others.
3. Additional minimum requirements. No Conditional Use Permit shall be issued unless the applicant has clearly demonstrated by substantial evidence that placement of Wireless Communications Facilities pursuant to Section 42-400 or Section 42-401 of this Division is not technologically or economically feasible. The City may consider current or emerging industry standards and practices, among other information, in determining feasibility.
4. Findings required. In addition to the determinations or limitations specified herein and by the applicable provisions of Division 16 of Chapter 42 of this Zoning Code for the consideration of Conditional Use Permits, no Conditional Use Permit shall be approved by the City Council unless findings in the affirmative are made that the following conditions exist:
 1. That the design of the Wireless Communications Facilities, including ground layout, maximally reduces visual degradation and otherwise complies with provisions and intent of this Division;
 2. That the design is visually compatible with the area, will not distract from the view of the surrounding area, is maximally concealed or blended in with the environment, and will not adversely affect property values;
 3. That such conditional use shall not be inconsistent or adversely affect the regular permitted uses in the district in which the same is located; and
 4. That the proposal fully complies with applicable law including the General Requirements herein; provided that an exception to the General Requirements, other than building or safety code compliance, may be approved upon evidence that compliance is not feasible or is shown to be unreasonable under the specific circumstances shown. (Ord. 4470, §1)

Sec. 42-406. Appeals.

The procedures of the Board of Adjustment, pursuant to Division 21 of Chapter 42 shall govern appeals by any aggrieved person of a final action of any City Officer, employee, board, commission, or the City Council that are claimed by an aggrieved person to be unlawful or an unconstitutional taking of property without compensation. To the fullest extent permitted by law, the review procedures of Board of Adjustment, pursuant to Division 21 of Chapter 42 shall be exhausted before any action may be filed in any court against the City or its officers, employees, boards, officials or commissions. Nothing herein shall be deemed to unlawfully limit any remedy that is required to be available as a matter of law. (Ord. 4470, §1)

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Rodney Bourne, P.E ACTION REQUESTED: Final Reading
RMU General Manager

ITEM/SUBJECT: Approve Assignment of Interconnection Agreement to Missouri Joint Municipal Electric Utility Commission for Rolla Solar Farm

BUDGET APPROPRIATION: N/A DATE: December 6th, 2021

COMMENTARY:

In 2015, MC Power developed an approximately 3.2 MW solar farm in the City of Rolla. This solar farm was constructed for the benefit of MJMEUC, and specifically its MoPEP power pool. Rolla is a member of MJMEUC and part of the MoPEP power pool. 100% of the output of the solar farm was sold to MoPEP under a power purchase agreement between MC Power and MJMEUC. Both the Interconnection Agreement with the City of Rolla and the Power Purchase Agreement with MJMEUC contemplated that at the end of the 5-year solar tax credit period available to MC Power, MJMEUC would purchase the assets and become the owner of the solar farm. MJMEUC's purchase of the solar farm in December 2021 is the culmination of the development plan established in 2015.

The Rolla solar farm is one of 11 solar farms constructed by MC Power for the benefit of the MoPEP pool participants.

MJMEUC purchased the Butler solar farm in December 2020. MJMEUC will close on the Trenton, Macon, Marshall, Chillicothe and Rolla solar farms in December 2021. MJMEUC anticipates completing purchase of the solar farms in Lebanon, El Dorado Springs, Waynesville, Higginsville and Farmington in December 2022.

As MJMEUC is a body politic of the state of Missouri, when ownership of each solar farm transfers from private to public ownership, the tax status will change to "tax exempt" which was contemplated in 2015 with the original development plan.

Recommendation:

After required readings, Staff recommends approval of the ordinance.

V. D. I

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING ASSIGNMENT AND ASSUMPTION OF INTERCONNECTION AND OPERATING AGREEMENT RELATED TO SOLAR FARM

WHEREAS, the City of Rolla (the “City”) supports and encourages the development of solar power as an energy source within the City; and

WHEREAS, the City, Rolla Municipal Utilities, MCP-Rolla, LLC and Gardner Capital Solar Development, LLC are parties to a certain Amended and Restated Interconnection and Operating Agreement dated November 13, 2015 (the “Interconnection Agreement”) for the purpose of interconnecting the electricity generating facility at the solar farm property with the City’s distribution system currently located at 2301 Brewer Drive within the City (the “Solar Farm”); and

WHEREAS, Gardner Capital Solar Development, LLC and MCP-Rolla, LLC wish to assign their rights in the Interconnection Agreement to Solar Projects, LLC and Gardner Capital Solar Development, LLC; and

WHEREAS, the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”) wishes to purchase the Solar Farm; and

WHEREAS, upon MJMEUC’s purchase of the Solar Farm, MJMEUC will assume all of the rights and responsibilities as “Interconnection Customer” under the Interconnection Agreement, as contemplated by Section 4.3 of the Interconnection Agreement; and

WHEREAS, to facilitate the continued connection of the Solar Farm with the City’s distribution system, the City desires to ratify MJMEUC’s assumption of the Interconnection Agreement.

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

SECTION 1. CONSENT TO ASSIGNMENT. The City hereby acknowledges and consents to the assignment of the Interconnection Agreement by Gardner Capital Solar Development, LLC and MCP-Rolla, LLC to Solar Projects, LLC and Gardner Capital Solar Development, LLC, and the further assignment of the Interconnection Agreement to MJMEUC.

SECTION 2. RATIFICATION OF ASSUMPTION. The City hereby acknowledges and ratifies the assignment and assumption by MJMEUC of the Interconnection Customer’s rights in the Interconnection Agreement, upon MJMEUC’s purchase of the Solar Farm.

SECTION 3. AUTHORITY GRANTED. The Mayor is hereby authorized and directed to take such further action related to the Interconnection Agreement as is otherwise necessary or desirable to carry out and comply with the intent of this agreement on behalf of the City.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval.

BE IT REMEMBERED that the above Ordinance was read two times by heading only, **PASSED AND APPROVED** by a majority of the City Council and **APPROVED** by the Mayor of the City of Rolla, Missouri, this 6th day of December, 2021.

Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Counselor

CERTIFICATE REGARDING INTERCONNECTION AGREEMENT

I, the undersigned [City Clerk] of the City of Rolla, Missouri, do hereby certify as follows:

1. Attached hereto as **Exhibit A** is a true and complete copy of the Amended and Restated Interconnection and Operating Agreement dated November 13, 2015 (the "Interconnection Agreement").
2. The Interconnection Agreement has not been further amended or repealed and is in full force and effect.
3. No event has occurred and no condition exists which constitutes, or with the passage of time or the giving of notice, or both, would constitute, an event of default under the Interconnection Agreement.

Date: December __, 2021

CITY OF ROLLA, MISSOURI

[City Clerk]

Acknowledged and Agreed:

SOLAR PROJECTS, LLC

By: _____
Name: _____
Title: _____
Date: December __, 2021

GARDNER CAPITAL SOLAR DEVELOPMENT, LLC

By: _____
Name: _____
Title: _____
Date: December __, 2021

Exhibit A
Interconnection Agreement

V.05

INTERCONNECTION AND OPERATING AGREEMENT
By and Between
The City of Rolla, Missouri and Rolla Municipal Utilities
And
MCP-Rolla, LLC
For The
Rolla, Missouri Photovoltaic Generating Facility

This INTERCONNECTION AND OPERATING AGREEMENT (“Agreement”) is entered into this 13th day of November, 2015, by and between the City of Rolla, Missouri and Rolla Municipal Utilities (hereinafter “City”) and MCP-Rolla, LLC (hereinafter “Interconnection Customer”) (collectively “Parties”).

WHEREAS, City owns, operates and maintains a municipal electric utility system in Rolla, Missouri (“Distribution System”), and is a full-requirements member of the Missouri Public Energy Pool # 1 (“MoPEP”) operated by Missouri Joint Municipal Electric Utility Commission (“MJMEUC”); and

WHEREAS, Interconnection Customer intends to install, own and operate a nominal 3.2 megawatt DC (3.2 MW) photovoltaic electric generating facility located within the City’s Distribution System (“Generating Facility”); and

WHEREAS, Interconnection Customer and City have agreed to enter into this Agreement for the purpose of interconnecting the Generating Facility with City’s Distribution System and to establish the Parties’ respective operating requirements, responsibilities, and protocols; and

WHEREAS, MC Power Companies, Inc. intends to transfer ownership of MCP-Rolla, LLC to Gardner Capital, Inc. (“Gardner”) upon completion of the installation of the Generating Facility, as a result of which Gardner will become an additional party hereto as provided below; and

WHEREAS, MJMEUC has entered into a Master Renewable Power Purchase Agreement with MC Power Companies, Inc., the current owner of Interconnection Customer, for the sale and purchase of all output, capacity and net energy from solar generating facilities located in various MoPEP cities, including the Generating Facility; and

WHEREAS, in connection with the transfer of ownership of MCP-Rolla, LLC to Gardner Capital, Inc. or its affiliate, it is intended that MJMEUC, MCP-Rolla, LLC and Gardner Capital, Inc. will enter into a Renewable Power Purchase Agreement (“PPA”) relating solely to the Rolla Generating Facility, substantially in the form attached hereto as Annex A, which will supersede and terminate the Master Renewable Power Purchase Agreement solely as it relates to the Rolla Generating Facility.

NOW, THEREFORE, in consideration of and subject to the mutual covenants set forth herein, the Parties agree as follows:

1.0 Purpose; Definitions.

1.1 The Parties have entered into this Agreement to govern the terms and conditions under which the Parties will interconnect and Interconnection Customer will operate the Generating Facility in parallel with the City's Distribution System. The technical requirements for interconnection are described in Annex C.

1.2 All capitalized terms used herein shall have the meaning set forth in the attached Glossary of Terms at Annex B, or if not defined therein, the meaning set forth in the PPA. In the event that the PPA is terminated as a result of MJMEUC exercising its rights under Section 2.9 of the PPA, the definitions set forth in the PPA that are used herein will be incorporated herein and continue to apply notwithstanding the termination of the PPA.

2.0 Facility Specifications. Attached as Annex C are Specifications for: a) the Generating Facility that Interconnection Customer proposes to design, construct, purchase, and own to interconnect with the City's Attachment Facilities to the Distribution System, including all equipment needed to make such connection; and b) the Attachment Facilities to be designed, constructed, purchased, and owned by City that will interconnect the Generating Facility to City's Distribution System to ensure the Distribution System's receipt of power from the Generating Facility. Interconnection Customer represents and warrants that, upon completion of construction of its facilities, it will own or control the Generating Facility identified in the Specifications attached hereto. City represents and warrants that, upon completion of construction or installation of the Attachment Facilities identified in the Specifications attached hereto, it will own or control the Distribution System as well as the Attachment Facilities. The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations and Good Utility Practice.

3.0 Maintenance and Repair. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the Facilities that it now owns or subsequently may own. Each Party shall be responsible for the safe installation, maintenance, repair, and condition of its Facilities, lines and appurtenances on its side of the point of change of ownership, the Point of Delivery. The City shall provide, at its expense, Attachment Facilities and/or other interconnection facilities that adequately protect the Distribution System, personnel, and other persons from damage and injury.

4.0 Effective Date; Term.

4.1 This Agreement shall become effective on the date it is executed by the Parties.

4.2 Interconnection service shall commence when all Interconnection Facilities and the Generating Facility have been constructed or installed, tested, and determined

to be operating properly as a part of the testing protocol that will determine the Commercial Operation Date under the PPA.

- 4.3 Unless terminated earlier in the event of default pursuant to Article 20.0 or by mutual agreement of the Parties, this Agreement shall terminate as of the date of termination of the PPA; provided, however, that if the PPA is terminated by exercise of MJMEUC's right to purchase the Generating Facility thereunder, pursuant to Section 2.9 of the PPA, MJMEUC will become the Interconnection Customer and this Agreement shall continue and remain in effect until terminated by the mutual agreement of City and MJMEUC (or until terminated by either City or MJMEUC in the event of default).
 - 4.4 Upon termination of this Agreement due to default, the Parties will take all appropriate steps to disconnect the Generating Facility from the Distribution System. All costs required to effectuate such disconnection shall be borne by the defaulting Party. If the Parties mutually agree to terminate this Agreement and to disconnect the facilities, the Parties shall work together in establishing the cost responsibility for disconnection.
 - 4.5 Upon termination of this Agreement, if Interconnection Customer is not in default and intends to continue operating the Generating Facility, City shall work with Interconnection Customer to develop reasonable, non-discriminatory rates, terms and conditions for interconnection and Wheeling Service over the facilities owned by City to permit Interconnection Customer to deliver energy from the Generating Facility to points outside of the City's Distribution System; no sales of energy from the Generating Facility shall be made to third parties located within the City's retail service area.
 - 4.6 The termination of this Agreement shall not relieve the Parties of their liabilities and obligations owed or continuing at the time of the termination. More generally, this Agreement shall continue in effect after termination to the extent necessary to provide for any final billings and payments for costs incurred hereunder; to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and to permit each Party to have access to the property or realty owned by the other Party to enable it to disconnect, remove or salvage its own facilities and equipment, to the extent permitted hereby.
- 5.0 **[Intentionally Omitted].**
- 6.0 **Provision of Interconnection Service.**
- 6.1 It is understood and agreed that the interconnection service provided hereunder is limited to the Distribution System, and that if Interconnection Customer wishes to obtain interconnection and/or transmission service on any transmission facilities owned by third parties, additional studies and/or facilities may be required, and

Interconnection Customer shall bear all related costs.

- 6.2 The City represents that it has analyzed its Distribution System, and the Distribution System has the capacity to accept the total output of the Generating Facility, as contemplated by the 3.2 MW nameplate nominal capacity.

7.0 Facilities Design.

- 7.1 The City represents that it will coordinate with Interconnection Customer to analyze, design, and construct all Attachment Facilities necessary to permit the Distribution System to receive the total output of the Interconnection Customer's Facility as contemplated in the PPA. The City acknowledges that any fees for plan review, building permits and all other fees associated with land use or disturbance, zoning and construction of the Generating Facility are expected to be less than \$10,000 in the aggregate.
- 7.2 The City represents that it has analyzed its Distribution System, and the Distribution System has the capacity to accept the total output of the Generating Facility, as contemplated by the PPA and this Agreement.
- 7.3 City shall have no obligation to modify its Distribution System to accommodate a higher capacity of the Generating Facility without mutual consent of the Parties.
- 7.4 Each Party warrants that its respective facilities will be designed, constructed, operated and maintained in accordance with Good Utility Practice.
- 7.5 If limitations on the Distribution System, arising from an intentional act or omission by the City, its employees, contractors or authorized agents, including, but not limited to, disconnecting the Generating Facility from the Distribution System or taking any intentional act or omission which prohibits, limits, reduces or diminishes the transfer of energy deliveries from the Generating Facility to MJMEUC (other than those actions necessary to complete repairs or upgrades to the Distribution System or to address an Emergency Condition), result in reductions or interruptions of energy deliveries to MJMEUC under the PPA, the City shall pay Interconnection Customer the difference between the amount actually due from MJMEUC and the amount that would have been due from MJMEUC under the PPA but for the City's actions to prohibit, limit, reduce or diminish the capability of the Distribution System to deliver output of the Generating Facility to MJMEUC.

8.0 Construction and Cost Responsibility.

- 8.1 Interconnection Customer shall design, construct, and pay all costs associated with the interconnection on the Project Site of the Generating Facility to the Attachment Facilities at the Point of Delivery. Subject to Section 14.2, City shall

be responsible for and pay all costs from the Point of Delivery to the Distribution System.

- 8.2 Upon reasonable notice to and supervision by a Party, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Distribution System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Distribution System; and (iii) disconnect or remove the Access Party's facilities and equipment, to the extent permitted hereunder, upon termination of this Agreement. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party. It shall be the responsibility of the Interconnection Customer to acquire, at its sole cost and expense, any ingress and egress easements or other rights of access necessary to allow the Interconnection Customer and the City, and their respective successors and permitted assigns, the right of access to and from the Generating Facility, which shall necessarily include an ingress and egress easement in favor of City for such right of access.
- 8.3 The Parties will keep each other advised periodically as to the progress of their respective efforts and responsibilities. Either Party may, at any time, request a progress report from the other Party.

9.0 **Interconnection Specifications.**

- 9.1 Point of Interconnection. The point of interconnection between the Interconnection Customer and the City shall be at the point on the Project Site where electric power from the Generating Facility is received by the Attachment Facilities as identified on the one-line diagram attached as Annex D to this Agreement. This is the Point of Delivery (also referred to as the Delivery Point) specified and defined in the PPA.
- 9.2 List and Ownership of Interconnection Facilities. The respective Interconnection Facilities to be constructed and associated ownership of the components thereof are identified in the Specifications attached to this Agreement as Annex C.
- 9.3 Applicable Technical Standards. The technical requirements and standards that apply to (a) the Generating Facility and (b) the associated Interconnection Facilities are identified in the Specifications attached to this Agreement.

10.0 **Metering.** Interconnection Customer shall be responsible for the reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of revenue-quality metering and data acquisition equipment. The metering and data acquisition equipment shall be installed at the Point of Delivery pursuant to Article III of the PPA. City shall permit MJMEUC to install check metering equipment if it elects to do so pursuant to Section 3.1 of the PPA. The metering (and data acquisition, as required) equipment shall conform to applicable industry rules and operating requirements, and shall be subject to the duties and obligations relating to metering equipment contained in the PPA.

11.0 **Equipment Testing and Inspection.**

11.1 Prior to the Commercial Operation Date, City shall test its Interconnection Facilities and Interconnection Customer shall test the Generating Facility to ensure their safe and reliable operation. Each Party shall make any modifications to its facilities that are found to be necessary as a result of such testing. Each Party shall bear the cost of all such testing and modifications with respect to its own facilities.

11.2 Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Party's facilities, at the requesting Party's expense, as may be required by Good Utility Practice.

11.3 Each Party shall notify the other Party in advance of its performance of tests of its Interconnection Facilities. The other Party shall have the right, at its own expense, to observe such testing.

12.0 **Temporary Disconnection.** Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

12.1 Under Emergency Conditions, the City may immediately suspend interconnection service and the Party whose equipment is experiencing an Emergency Condition may temporarily disconnect the affected equipment.

12.2 Each Party shall notify the other Party promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect service under this Agreement or the PPA. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of the Parties' facilities and operations, its anticipated duration, and the necessary corrective action. The Party making the claim shall use Reasonable Efforts to coordinate with the other Party and minimize any reduction or temporary disconnection of the Generating Facility.

- 12.3 Each Party may in accordance with Good Utility Practice and in coordination with the other Party remove from service any of its respective Interconnection Facilities, the Distribution System, or the Generating Facility as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. To the extent feasible, routine maintenance requiring disconnection should occur between sunset and sunrise. In all circumstances, a Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.
- 13.0 **Assignment/Joinder.** This Agreement may be assigned upon prior written notice to and obtaining the consent of the other Party, provided that all permitted successors and assigns shall be subject to all rights and obligations contemplated herein:
- 13.1 Notwithstanding the foregoing, the Interconnection Customer shall have the right to assign this Agreement, without the consent of the City, for collateral security purposes to aid in providing financing for the Generating Facility as provided in Section 10.1 of the PPA, provided that the Interconnection Customer will promptly notify the City of any such assignment and provided that any such assignee shall be bound by any and all of the terms and conditions of this Agreement and the PPA.
- 13.2 Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.
- 13.3 The City acknowledges and hereby consents to the terms of MJMEUC's option to purchase the Generating Facility as specified in Section 2.9 of the PPA.
- 13.4 Contemporaneously with the transfer of ownership of MCP-Rolla, LLC, the new owner of MCP-Rolla, LLC shall execute and deliver to City and MJMEUC a joinder in the form attached hereto as Annex E, making the new owner of MCP-Rolla, LLC an additional party hereto, such that MCP-Rolla, LLC and its new owner will together constitute the Interconnection Customer. Notwithstanding any other provision of this Agreement, any such transfer of ownership of MCP-Rolla, LLC without delivery of the required joinder, which is not cured within thirty (30) days after notification by City, shall constitute an event of default by Interconnection Customer, and City shall have the right to terminate this Agreement upon 30 days' written notice.

14.0 Modifications After Commercial Operation.

14.1 If a Party seeks to undertake a modification to its facilities that reasonably may be expected to affect the other Party's facilities, that Party shall provide to the other Party sufficient information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be confidential (excepting only where disclosure of such information shall be mandated by law), hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. Unless action is required more expeditiously to address an Emergency Condition or otherwise for reliable operation of the Distribution System, the Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

14.2 In the case of Generating Facility modifications, City shall provide, within thirty (30) days (or such other time as the Parties may agree), an estimate of any additional modifications to the Distribution System or City's Interconnection Facilities, or other modifications or upgrades necessitated by such proposed modifications to the Generating Facility, and a good faith estimate of the costs thereof. Interconnection Customer shall be responsible for costs of all such modifications or upgrades due to Generating Facility modifications identified after approval of the Final Design of the Generating Facility and Interconnection Facilities by both Parties.

14.3 Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this Agreement and Good Utility Practice.

15.0 **Indemnity.** The Parties hereby mutually indemnify and hold harmless each other from liability as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 16.0. However, the City's obligations to indemnify under this Section 15 and this Agreement shall at all times remain subject to any limitations imposed upon the authority of a municipal corporation and political subdivision to provide indemnification under Missouri law, and shall not constitute a waiver of City's sovereign immunity, and said obligations shall arise only after full observance and compliance with the provisions of, and shall not in any way waive the right of the City to assert a defense founded in sovereign immunity, or founded in compliance with the provisions of, Article VI, Section 23, and Article VI, Section 25, of the Missouri Constitution.

15.1 Each Party shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions against

each other or relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties or to each other, arising out of or resulting from the indemnifying Party's negligent or intentional action or inaction or failure to meet its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

- 15.2 If a Party is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 15.3 If a Party is obligated to indemnify and hold any indemnified Party harmless under this article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- 15.4 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.
- 15.5 Each Party shall obtain insurance from a financially reputable insurer licensed to do business in the State of Missouri in the forms and amounts listed in Annex F. Each party shall name the other party as an "Additional Insured" on such policies and provide each other with certificates of insurance evidencing that all of the required coverages are in force and have been endorsed to provide that no policy will be cancelled or materially altered without first giving the Additional Insured thirty (30) days' advance notice.
- 16.0 **Consequential Damages.** Other than as expressly provided for in this Agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, or cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.
- 17.0 **Third Party Beneficiaries.** No third party beneficiary rights are created under this Agreement.
- 18.0 **Waiver.** No waiver by a Party of one or more defaults by the other Party in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character. Any

waiver by a Party of any of its rights or remedies hereunder shall be valid only as and to the extent expressly stated in a written notice of waiver provided to the other Party.

19.0 Force Majeure.

19.1 A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or part due to an event of Force Majeure. The Party rendered unable to fulfill any obligation by reason of Force Majeure shall take all action necessary to remove such inability with all due speed and diligence. The nonperforming Party shall be prompt and diligent in attempting to remove the cause of its failure to perform, and nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed.

19.2 Notwithstanding anything in the Agreement to the contrary, Force Majeure shall not mean:

- (a) Inclement weather affecting construction, start-up, operation, or decommissioning of the Generating Facility or related facilities.
- (b) Changes in market conditions, governmental action, or weather conditions that affect the cost of producing energy at the Generating Facility or affect the price of energy that could be obtained from sources other than the Generating Facility.
- (c) Unavailability of sunshine.
- (d) Unavailability of equipment, repairs or spare parts for the Generating Facility, except to the extent due to qualifying event of Force Majeure.
- (e) Inability to obtain, maintain or renew any Permit or any delay in obtaining, maintaining, or renewing any Permit.
- (f) Litigation or administrative or judicial action pertaining to the Agreement, the site, the Generating Facility, the acquisition, maintenance or renewal of financing or any permits, or the design, construction, maintenance or operation of the Generating Facility.

19.3 In the event of any delay or nonperformance resulting from Force Majeure, the Party suffering the event of Force Majeure shall, as soon as practicable after the occurrence of the Force Majeure event, notify the other Party in writing of the nature, cause, date of commencement thereof, and the anticipated extent of any delay or interruption in performance.

20.0 Breach and Default.

20.1 A Party shall be considered in breach of this Agreement upon:

- (a) The failure to comply with any material term or condition of this Agreement. The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to

the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator.

- (b) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement.
- (c) The failure of the Party to provide access rights, or the Party's attempt to revoke or terminate such access rights, as provided under this Agreement.
- (d) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.

20.2 Upon the occurrence of an event of breach, the Party not in breach may give written notice of the breach to the breaching Party. Such notice shall set forth, in reasonable detail, the nature of the breach, and where known and applicable, the steps necessary to cure such breach. Upon an occurrence described in part (b) of Section 20.1 of this Agreement, the Party experiencing such occurrence shall notify the other Party in writing within seven (7) Business Days after the commencement of such occurrence. Upon receiving written notice of a breach hereunder, or providing notice pursuant to the previous sentence, the breaching Party shall immediately commence in good faith all steps as are reasonable and appropriate to cure the breach and shall thereafter diligently pursue such action to completion. In the event the breaching Party fails to cure a breach described in Section 20.1 (a) (c) (d) or (e) within thirty (30) days of notification or fails to cure a breach described in Section 20.1(b) within fifteen (15) days of notification, the breaching Party shall be in Default of this Agreement.

20.3 Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (i) terminate this Agreement as of a date set forth in notice to the Defaulting Party; (ii) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; and/or (iii) exercise such other rights and remedies as it may have in equity or at law including but not limited to damages arising out of the Default.

21.0 Disputes.

21.1 Any claim or dispute that a Party may have against the other Party arising out of the Agreement shall be submitted in writing ("Notice of Dispute") to such other Party. The submission of a Notice of Dispute shall include a concise statement of the question or issue in dispute, together with relevant facts and documentation to fully support the claim.

21.2 The Parties shall attempt to resolve through informal means any dispute for which a Notice of Dispute is provided, including mediation. Failing such informal resolution, a Party may initiate any appropriate legal action in a court of

competent jurisdiction, subject to the provisions set forth hereafter or initiate binding arbitration. This Agreement shall be deemed to have been entered into in Phelps County, Missouri, is a Missouri contract governed by the laws of the State of Missouri, and has as its sole subject matter the construction and operation of the Generating Facility. Accordingly, the parties stipulate and agree that, for any legal action necessary to remedy a breach or default of this Agreement, or for the enforcement of any of the provisions of this Agreement, or for any other purpose related to this Agreement, venue shall be proper in the Circuit Court of Phelps County, Missouri, and any such legal action shall be brought in the Circuit Court of Phelps County, Missouri. For these same reasons, in addition to the reasons that the Interconnection Customer is entering into an agreement with the City within the State of Missouri and that the Interconnection Customer is transacting business within the State of Missouri, and in the event any legal action shall be commenced concerning this Agreement, the consents and submits to the jurisdiction of the State of Missouri in and over the person of the , and Interconnection Customer further consents to the issuance and service of process within or without the State of Missouri, whether Interconnection Customer is now a resident of the State of Missouri or is at the time of the commencement of such legal action a resident of the State of Missouri.

- 22.0 **Amendment.** This Agreement, or any part thereof, may not be amended or modified other than by a written document signed by the Parties.
- 23.0 **Notices.** Any permissible notice or request made by a Party regarding this Agreement shall be made to the representative of the other Party as indicated below:

City:

City of Rolla
P.O. Box 979
901 North Elm Street (*physical address*)
Rolla, Missouri 65402
Attention: John D. Butz, City Administrator; Phone: 573.426.6948

Rolla Municipal Utilities
P.O. Box 767
102 West 9th Street
Rolla, Missouri 65402
Attention: Rodney P. Bourne, General Manager, Rolla Municipal Utilities;
Phone: 573.364.1572

Interconnection Customer:

MCP-Rolla, LLC
4031 NE Lakewood Way
Lee's Summit, Missouri 64064

Attention: Tony Ross
Phone: 816-251-4700

With a copy to:

Seigfreid Bingham, P.C.
911 Main, Suite 2800
Kansas City, Missouri 64105
Attention: Timothy Fisher

- 24.0 **Conflict and Inconsistencies with Agreement.** Nothing in this Agreement is intended to contradict the terms of the PPA. To the extent a conflict arises between this Agreement and the PPA, the terms of the PPA shall prevail. The parties to the PPA may decide to amend the PPA at any time, and from time to time, as they determine; provided, however, that in the event that any such amendment to the MRPPA impacts the legal or pecuniary interests of the City, or impacts the ability of the City to continue the safe and efficient operation of its Distribution System, such amendment will not be binding upon the City unless the City has consented in writing to such amendment.
- 25.0 **Governing Law.** The Agreement is made in the State of Missouri and shall be interpreted and governed by the laws of the State of Missouri and/or the laws of the United States, as applicable.
- 26.0 **Relationship of Parties.** The duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between City and Interconnection Customer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 27.0 **Good Faith and Fair Dealing; Reasonableness.** The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of the Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever the Agreement requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed; and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.
- 28.0 **Severability.** Should any provision of the Agreement be or become void, illegal, or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in force. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s)

with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.

- 29.0 **Cooperation.** The Parties agree to reasonably cooperate with each other in the implementation and performance of the Agreement, including such reasonable actions as necessary to assist Interconnection Customer to obtain Project financing. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under the Agreement.
- 30.0 **Condition of City's Obligation to Perform.** Each and every obligation of City to be performed hereunder shall be subject to and contingent upon the occurrence of the successful closing of a certain sale and purchase transaction by and between Rolla Community Development Corporation (as "Seller") and Interconnection Customer (or MCP-Rolla, LLC) (as "Buyer") pursuant to a certain written agreement therefor entered into by Seller and Buyer on or about November 15, 2015.

IN WITNESS WHEREOF, City and Interconnection Customer have caused this Agreement to be executed by their respective authorized officials.

MCP-Rolla, LLC


President – Anthony Ross

11-24-15
Date

City of Rolla, Missouri


Mayor, City of Rolla

11/13/2015
Date


Attest: Legal Counsel

11/16/15
Date

Annex A

**Form of
Renewable Power Purchase Agreement**

Between

Missouri Joint Municipal Electric Utility Commission

MCP-Rolla, LLC

And

Gardner Capital, Inc.

For The

Rolla Solar Generating Project

[Note: the actual project-specific PPA will not be signed until Gardner acquires MCP-Rolla, LLC, so what we'll be attaching here is the unexecuted version]

Annex B

GLOSSARY OF TERMS

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Attachment Facilities – All facilities needed to connect the Generating Facility to the Distribution System, in order to be capable of receiving the total output of the Interconnection Customer's Facility.

Default – The failure of a breaching Party to cure its breach under the Agreement, as provided in Section 20.0.

Distribution System – The City's facilities and equipment used to receive and transmit electricity from its points of receipt (including the interconnection with the Generating Facility) to the ultimate usage points such as homes and industries within the City of Rolla, including any Attachment Facilities that are necessary to physically and electrically interconnect and receive electricity from the Generating Facility pursuant to this Agreement.

Emergency Condition – A condition or situation requiring actions or inactions deemed necessary by the sole but reasonable judgment of the Party in order to (i) comply with any order issued by the applicable Reliability Coordinator under NERC reliability standards, (ii) preserve public health and safety, (iii) limit or prevent damage, or (iv) expedite restoration of service. For purposes of this definition, ability of a Party to purchase energy at a price lower than the Guaranteed Price shall not be considered as a condition or situation that would impact public health or safety or create damage.

Facilities – The Distribution System, the Interconnection Facilities, and/or the Generating Facility, as applicable.

Generating Facility – The Interconnection Customer's facility and equipment used to generate and transmit electricity through the Attachment Facilities to the Distribution System.

Interconnection Facilities – The Attachment Facilities owned by the City and the facilities or equipment owned by the Interconnection Customer that connect the Generating Facility to the City's Distribution System.

MJMEUC – Missouri Joint Municipal Electric Utility Commission.

Party or Parties – The City, the Interconnection Customer or both.

Point of Delivery – (or Delivery Point) The point of interconnection on the Project Site between the Generating Facility and the City’s Attachment Facilities , as depicted and labeled by a dashed line of demarcation in the one-line drawing attached as Annex D hereto.

Project Site – The specific location of the Generating Facility as shown in Annex C.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Wheeling Service – The transfer of electric power generated by Interconnection Customer through the City Distribution System to service areas outside the City’s Distribution System.

Annex C

PROJECT SITE DESCRIPTION, SPECIFICATIONS FOR THE GENERATING FACILITY AND DESCRIPTION OF THE TECHNICAL REQUIREMENTS OF THE INTERCONNECTION FACILITY

Preliminary
Description Of The
Project Equipment:
(Brand names may change)

The 3.20MW photovoltaic solar power installation to be developed and completed by Interconnection Customer includes the following facilities, equipment and technical specifications:

- 10,152 JA Solar Panels (JAP672P-315/3BB) rated at 315 watts each
- 188 - 2 X 27 Applied Energy Technologies Racking Sections containing 54 Panels each
- The tilt is 25 degrees and the azimuth is 180 degrees
- 4 – 630kW Utility Grade SMA Inverters (Sunny Central 630CP-US)
- 36 – SolarBOS Combiner Boxes with load-break DC disconnect (inputs will vary)
- 4 SolarBOS Load Break Disconnect enclosure
- 2 - 1250kVA Sunbelt Pad Mount solar step-up transformers
- Approximately 3,454 +/- lineal Ft. of a 6 foot high security fence
- 1 – Data Acquisition System and DECK Revenue-quality metering equipment. A web based monitoring system that monitors at zone level. This is an efficient way to monitor the production output of the system. If there is an outage, one can quickly resolve the source of the problem.

Description of
Rolla Equipment:

The City of Rolla is in the process of designing their MV tie in. Details will be provided once that information is finalized. The tie in voltage for this project is 12.47kV.

Annex E

FORM OF JOINDER

This Joinder to the Interconnection and Operating Agreement (“Interconnection Agreement”) between Rolla Municipal Utilities and the City of Rolla, Missouri (the “City”) and MCP-Rolla, LLC (“Interconnection Customer”) (this “Joinder”) is executed and provided as of the [] day of [] (“Effective Date”) by [*New Owner of MCP-Rolla, LLC*].

As of the Effective Date, [*New Owner of MCP-Rolla, LLC*] has acquired ownership of MCP-Rolla, LLC, and, by the execution and delivery of this Joinder, acknowledges and agrees to become an additional party to the Interconnection Agreement, and that as of the Effective Date [*New Owner of MCP-Rolla, LLC*] and MCP-Rolla, LLC shall together constitute the Interconnection Customer thereunder. [*New Owner of MCP-Rolla, LLC*] hereby acknowledges, agrees and confirms that, by its execution of this Joinder, as of the Effective Date, it shall (without limitation) (i) be deemed to be a signatory to the Interconnection Agreement, (ii) be deemed to have made the representations and warranties of Interconnection Customer set forth in the Interconnection Agreement, and (iii) agree to be bound by the terms of the Interconnection Agreement.

As of the Effective Date, the addresses for notices to Interconnection Customer shall be as follows, and Section 23.0 of the Interconnection Agreement is deemed amended to reflect this information:

MCP-Rolla, LLC
[*Street*]
[*City, State, Zip Code*]

[*New Owner of MCP-Rolla, LLC*]
[*Street*]
[*City, State, Zip Code*]
Attention:

IN WITNESS WHEREOF, [*New Owner of MCP-Rolla, LLC*] has caused its duly authorized officer to sign this Joinder on the date first set forth above.

[*New Owner of MCP-Rolla, LLC*]

By _____
Name: _____
Title: _____

V.D.25

Annex F

LIST OF INSURANCE POLICIES

Policy	Carrier	Insured
General Liability		City of Rolla/Rolla Municipal Utilities
Solar Energy Coverage (Property Damage)		Interconnection Customer
Solar Energy Business Income Endorsement		Interconnection Customer
General Liability		Interconnection Customer

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director

ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Amend Sec. 7-26 of City Code relating to Cemetery Burial Permit Fees

BUDGET APPROPRIATION: \$24,000+/-

DATE: Dec. 6, 2021

COMMENTARY:

As per this year's budget Staff is recommending an increase for burial fees at the Rolla City Cemetery due to inflation and minimum wage impacts over the past two years. The average 10% increase in fees will generate an additional \$2,000 – 4,000 per year depending on the number of burials. Fees have increased twice since 2011. There will be no change in cemetery rules. The Parks Advisory Commission approved unanimously the new rate structure. The rates would take effect Jan. 1, 2022.

a) If the person to be buried is under the age of 6 years,

	Current fee	Proposed fee
1) Weekday	220	240
2) Weekend	440	480
3) Holiday/Holiday Weekend	660	720

b) if the person to be buried is of the age of 6 years and over,

1) Weekday	550	600
2) Weekend	900	990
3) Holiday/Holiday Weekend	1300	1400

c) If the person to be buried has been cremated,

1) Weekday	210	230
2) Weekend	400	440
3) Holiday/Holiday Weekend	600	660

d) if the person to be buried is going to be placed in a crypt or mausoleum,

1) Weekday	210	230
2) Weekend	400	440
3) Holiday/Holiday Weekend	600	660

Recommendation: 1st Reading

ITEM NO. VI.A.1

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 7-26 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 7-26 RELATING TO CEMETERY BURIAL PERMIT FEES.

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

Section 1: That Section 7-26 of the Code of the City of Rolla, Missouri is hereby repealed and a new Section 7-26 is enacted in lieu thereof:

Section 7-26. Fees

Before the burial permit shall be issued, the applicant therefore shall pay the following fees:

	<u>Fee</u>
a) If the person to be buried is under the age of 6 years,	
1) Weekday	\$240
2) Weekend	\$480
3) Holiday/Holiday Weekend	\$720
b) If the person to be buried is of the age of 6 years and over,	
1) Weekday	\$600
2) Weekend	\$990
3) Holiday/Holiday Weekend	\$1,400
c) If the person to be buried has been cremated,	
1) Weekday	\$230
2) Weekend	\$440
3) Holiday/Holiday Weekend	\$660
d) If the person to be buried is going to be placed in a crypt or mausoleum,	
1) Weekday	\$230
2) Weekend	\$440
3) Holiday/Holiday Weekend	\$660

Section 2: This ordinance shall be in full force and effect from and after December 20th, 2021.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 20th DAY OF DECEMBER 2021.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Repealing Ordinance 4648 / 1st and Final Reading

ITEM/SUBJECT: Ward Redistricting 2020 Census

BUDGET APPROPRIATION N/A DATE: 12/6/2021

COMMENTARY:

The ordinance adopted on November 1, 2021 establishing the new Ward Boundaries had discrepancies between the map that was presented and the boundary descriptions. The attached ordinance contains the necessary changes in the descriptions to accurately describe the Ward Boundaries depicted on the map.

In addition we have added a map as an exhibit. We are proposing that the Council adopt this map as the Certified Copy of the Official City of Rolla Ward Boundary Map dated December 6, 2021. We will distribute this map to City and County offices for use in determining what wards residents reside.

Staff recommends 1st and final reading of the ordinance.

ITEM NO. VI.B.1

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NUMBER 4648 AND ENACTING A NEW ORDINANCE AMENDING EXISTING ROLLA CITY CODE SECTION 9-1, PROVIDING FOR REAPPORTIONMENT OF POPULATION OF SAID CITY AND DIVISION OF SAID CITY INTO WARDS AND DESCRIBING THE BOUNDARIES OF SAID WARDS.

WHEREAS, there now exists in the City of Rolla, Missouri, a malapportionment of population in the division of said City into wards; and

WHEREAS, said malapportionment has the effect of diluting the weight of votes in districts having larger populations, impairing the basic constitutional rights under the Fourteenth Amendment of the Constitution of the United States of America; and,

WHEREAS, the Council does desire to conform to constitutional standards by dividing the City of Rolla into wards in such manner as to apportion inhabitants among wards as equally as possible, and by observing the requirement that wards newly created are composed of contiguous territory as compact as possible;

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

Section 1: Section 9-1(a) is hereby repealed and a new section 9-1(a) enacted as follows:

(a) The City is hereby divided into six wards, named and bounded as follows:

WARD NUMBER ONE: Beginning at the centerline intersection of Missouri Highway 72 and Rolla Street; thence, North along the centerline of Rolla Street to the centerline of 12th Street; thence, East along the centerline of 12th Street to the centerline of Pine Street; thence, North along the centerline of Pine Street to the centerline of Bishop Avenue; thence, Northeast along the centerline of Bishop Avenue to the centerline of Walnut Street; thence, South along the centerline of Walnut Street to the centerline of 18th Street; thence, East along the centerline of 18th Street to the centerline of Farrar Drive; thence, South along the centerline of Farrar Drive to the centerline of 14th Street; thence, West along the centerline of 14th Street to the centerline of Holloway Street; thence, South along the centerline of Holloway Street to the centerline of Salem Avenue; thence, Southeast along the centerline of Salem Avenue to the centerline of Summit Avenue; thence, South along the centerline of Summit Avenue to the centerline of Missouri Highway 72; thence, Northwest along the centerline of Missouri Highway 72 to the centerline of Rolla Street being the Point of Beginning.

WARD NUMBER TWO: Beginning at a point located on the Rolla City Limits and its intersection with the centerline of 10th Street; thence, West along the centerline of 10th Street to the centerline of Holloway Street; thence, North along the centerline of Holloway Street to the centerline of 14th Street; thence, East along the centerline of 14th Street to the centerline of Farrar Drive; thence, North along the centerline of Farrar Drive to the centerline of 18th Street; thence, West along the centerline of 18th Street to the centerline of Old St. James

Road; thence, North along the centerline of Old St. James Road and extending to the West line of the Railroad Right-of-Way; thence, extending East along the North Right-of-Way line of Old St. James Road 1,310 feet, more or less; thence, North along the East line of the Rolla City Limits to a point being the extended Northwest line of Lot 1, Frontier Subdivision and continuing in a Northerly direction to the North Right-of-Way line of I-44, to encompass the South and West boundaries of Ward 2.

WARD NUMBER THREE: Beginning at the centerline intersection of Summit Avenue and Salem Avenue; thence, Northwest along the centerline of Salem Avenue to the centerline of Holloway Street; thence, North along the centerline of Holloway Street to the centerline of 10th Street; thence, East along the centerline of 10th Street to the centerline of Lover's Lane; thence, south to the Right-of-Way line of 10th Street; thence, East along the South Right-of-Way line of 10th Street to the East Right-of-Way line of Lover's Lane, also being at a point on the East line of the Rolla City Limits; thence, South and following the meandering East line of the Rolla City Limits to a point on the North Right-of-Way line of Missouri Highway 72; thence, Northwest along the North Right-of-Way line of Missouri Highway 72 to the centerline of Summit Avenue; thence, North along the centerline of Summit Avenue to the centerline of Salem Avenue to the Point of Beginning.

WARD NUMBER FOUR: Beginning at a point located on the Rolla City Limits and also being the Southernmost point of Huffman East No 1 Subdivision; thence, Northwesterly along the North Right-of-Way line of Missouri Highway 72 to the centerline of Summit Avenue; thence, Southwesterly along the centerline of Summit Avenue to the centerline of Missouri Highway 72; thence, Westerly to the centerline of Rolla Street; thence, Southerly along the centerline of Rolla Street to the intersection of the Southern Rolla City Limits; thence, Easterly along the Rolla City Limits to the Southeastern corner of the Rolla City Limits, also being the Northern Right-of-Way line of Missouri Highway 72; thence, meandering Northwest along the Rolla City Limits to the Point of Beginning.

WARD NUMBER FIVE: Beginning at the West Right-of-Way line of State Route E, being approximately 200 feet Southeast from the extended centerline of Towerview Court and also being on the Northeast point of the Rolla City Limits which was annexed by Ordinance 1051 on March 1, 1959; thence, Southeast along the South Right-of-Way line of State Route E to the confluence of I-44; thence, South to the South Right-of-Way line of I-44; thence, Easterly along the South Right-of-Way line of I-44 to the intersection of the South Right-of-Way line of I-44 and the centerline of University Drive; thence, Easterly along said centerline of University Drive to the centerline intersection of University Drive and Bishop Avenue; thence, Northeasterly along the centerline of Bishop Avenue to the centerline intersection of Bishop Avenue and Pine Street; thence, Southerly along the centerline of Pine Street to the centerline intersection of Pine Street and 12th Street; thence, Westerly along the centerline of 12th Street to the centerline intersection of 12th Street and Rolla Street; thence, South along the centerline of Rolla Street to the South side Right-of-Way line of Little Oaks Road, also

being the Rolla City Limits, to encompass the Easterly and Northern boundary of Ward No. 5.

WARD NUMBER SIX : Beginning at the West Right-of-Way line of State Route E, being approximately 200 feet Southeast from the extended centerline of Towerview Court and also being on the Northeast point of the Rolla City Limits which was annexed by Ordinance 1051 on March 1, 1959; thence, Southeast along the South Right-of-Way of State Route E to the confluence of I-44; thence, South to the South Right-of-Way line of I-44; thence, Easterly along the South Right-of-Way line of I-44 to the intersection of the South Right-of-Way line of I-44 and the centerline of University Drive; thence, Easterly along said centerline of University Drive to the centerline intersection of University Drive and Bishop Avenue; thence, North along the centerline of Bishop Avenue to the centerline of Walnut Street; thence, South along the centerline of Walnut Street to the centerline of 18th Street; thence, East along the centerline of 18th Street to the centerline of Old St. James Road; thence, North along the centerline of Old St. James Road and extending to the West line of the Railroad Right-of-Way; thence, North along the West line of the Railroad Right-of-Way to a point being the extended Northwest line of Lot 1, Frontier Subdivision; thence, continuing in a Northerly direction to the North Right-of-Way line of I-44, to encompass the Southern boundary of Ward 6.

Section 2: The Boundaries of Ward 1, Ward 2, Ward 3, Ward 4, Ward 5 and Ward 6 are depicted on "Exhibit A", "Certified Copy of the Official City of Rolla Ward Boundary Map, Dated December 6, 2021". The approved map will be on file in the City offices and incorporated herein by reference.

Section 3: This ordinance shall 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 6th DAY OF DECEMBER 2021.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

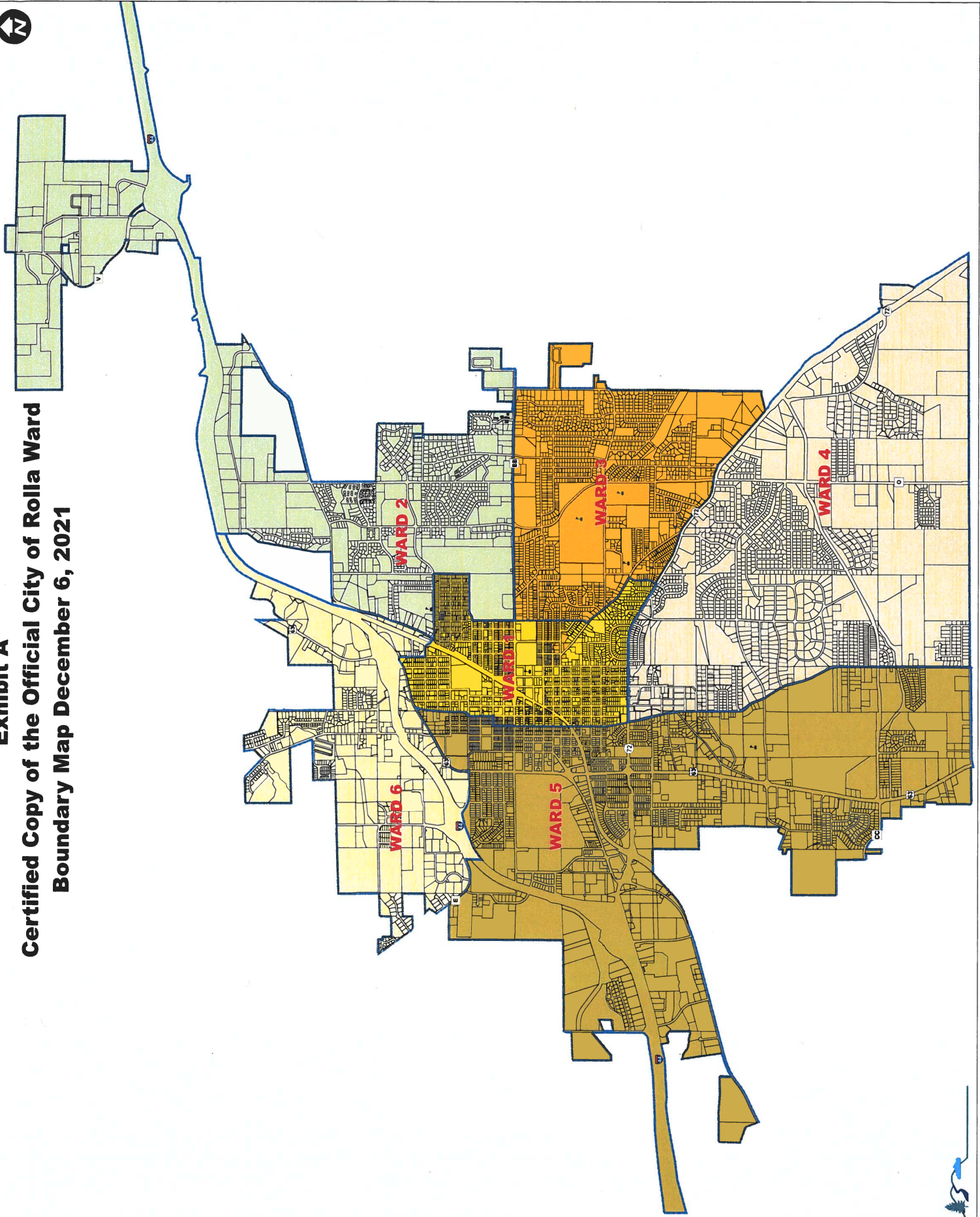
APPROVED AS TO FORM:

CITY COUNSELOR

V.B.4

"Exhibit A"

**Certified Copy of the Official City of Rolla Ward
Boundary Map December 6, 2021**



V.B.5



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance

ITEM/SUBJECT: Salt Storage Building Purchase

BUDGET APPROPRIATION \$60,000

DATE: 12/06/2021

COMMENTARY:

Attached is an ordinance authorizing the Mayor to enter into an agreement for a new salt storage structure with B&B Building Systems. The bid was awarded at a previous meeting.

This structure will be placed on a concrete floor and wall structure which will be built with our street personnel. This is a planned purchase and will be placed adjacent to our new facility on McCutchen Road.

The contract with B&B Building Systems is for \$52,514.56 utilizing Sourcewell Contract # 091319-BRT.



Example of the type of Structure.

ITEM NO.

VI.C.1

Dealer Name B&B Building Systems
 Customer Name Steve Hargis
 Building Use Salt Storage
 Town and State Rolla MO
 Sales Rep Seth Leezer



Building Series	Atlas
Foundation Height	8'
Applicable Building Code	ASCE 7-16 (IBC 2018)
Ground Snow Load	20
Wind Load Vult	105 MPH
Wind Exposure (B,C,D)	B (Urban and Suburban)
Building Width	50
Building Length	96
Truss Spacing	16
Fabric Type	NON-FR
Site Condition	Ce = 1.0 Partially Exposed
Occupancy Category	CAT I (LOW)
Collateral Load .25psf STD	Standard
End Walls Included	1
Doors	0
Stamped Drawings	No



Miscellaneous Parts				
0	0	0	0	\$0.00
0	0	0	0	\$0.00

Breakdown of Building Cost

Building Materials Cost	1	\$22,416.00
0	0	\$0.00
Hot Dip Galvanizing Bolts & Secondaries	1	\$2,522.56
Endwall 1	1	\$2,335.00
Endwall 2	0	\$0.00
Headers	0	\$0.00
Doors	0	\$0.00
Mesh Vents	2	\$240.00
Vent Frames	0	\$0.00
0	0	\$0.00
0	0	\$0.00
Engineered Drawings		\$0.00
Freight		\$2,814.00

Sourced Goods

Labor to Install	\$16,537.00
Lumber and or Hardware	\$2,150.00
Freight for other than BBS Components	\$1,500.00
Performance Bond	\$2,000.00
0	\$0.00

Total Cost	\$52,514.56
-------------------	--------------------

V.I.C.2

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 B&B BUILDING SYSTEMS TO CONSTRUCT A BRITESPAN BUILDING.

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 and B&B Building Systems to Construct Britespan Building System, 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 20th DAY OF DECEMBER 2021.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

VI.C.3

EXHIBIT A
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 _____ B&B Building Systems _____ 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 **"50x96 Britespan Building"**, in complete accord with the Contract Documents and the said plans, specifications and Sourcewell Contract #091309-BRT; 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 **"50x96 Britespan Building"**.

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. The Contractor shall be responsible for all construction safety training for all employees who will be on-site at the project.

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 \$52,514.56 for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin work on the project as soon as weather permits, but the project must be completed 90 days after the materials are delivered to the site.

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

ARTICLE VII. Before the final payment can be made 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 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,

SPECIAL CONDITIONS

1.1 INSURANCE

Contractor shall provide and maintain during the life of the contract and until final acceptance of the work insurance acceptable to the City which will afford protection and coverage in accordance with the requirements set forth below.

1.2 WORKERS' COMPENSATION INSURANCE

Workers' Compensation Insurance for all employees at the site of the project, and in case any work is sublet, Contractor shall require any Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not covered under the Workers' Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide Employer's Liability Insurance. Contractor shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements if the operations of the Contractor or any Subcontractor are applicable thereunder, Workers' Compensation Insurance shall comply in all respects with the requirements of the statutes of the State of Missouri.

1.3 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect Contractor and any Subcontractor forming work covered by this contract from claims for damages for personal injury, including wrongful death, and claims for property damage which may arise from the operations under the contract, including all trucks and automobiles used, whether owned or not, and whether such operations be by the Contractor or any Subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following with the City to be named as Additional Named Insured.

- 1) Public Liability Insurance: The Contractor shall carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the City as additional named insured with endorsement coverage in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$1,000,000 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 R.S.Mo.
- 2) Property Damage Insurance shall be in the combined single limit of not less than \$1,000,000.00, however, that insurance on all automobiles and trucks shall be for bodily injury in the prescribed limits of not less than

\$1,000,000.00. Such policy or policies shall by proper endorsement cover any liability of Contractor under the indemnification provision, Paragraph 4.18 of the General Conditions.

- 3) Insurance Covering Special Hazards. The Public Liability and Property Damage Insurance Policy or policies of the Contractor shall provide coverage such as operation of material hoists, blasting or other use of explosives, and damage to underground property.

1.3.1 All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by Owner and shall be obtained and paid for by Contractor.

1.3.2 Within 14 days after award of the contract, Contractor shall furnish the City with certificates that the City is covered by the required insurance, showing type, amount, class of operations covered, effective dates and dates of expiration of policies. All certificates shall contain substantially the statement: "The insurance covered by this certificate will not be cancelled or altered except after thirty (30) days' written notice has been received by the City of Rolla, Missouri". In addition, the original City's protective policy will be forwarded to the City.

1.3.3 Upon receipt of any notice of cancellation or alteration, Contractor shall within five days procure other policies of insurance similar in all respects to the policy or policies about to be cancelled or altered; and if Contractor fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, Owner may obtain such insurance at the cost and expense of Contractor without notice to Contractor.

1.3.4 The contractor shall provide Builders' Risk Insurance to a minimum of the coverage of the value of the work.

1.3.5 It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the City does not assume any liability for acts of Contractor, any Subcontractor, or their employees in the performance of the contract.

2.1 TIME FOR COMPLETION

The project must be completed 90 days after materials are delivered to the site.

3.1 BLANK

4.1 BLANK

5.1 NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees as follows:

- 5.1.1 Contractor will not discriminate against any employee or application for employment because of race, creed, color, national origin or sex or marital status. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin or sex or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 5.1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin or sex or marital status.
- 5.1.3 In the event of the Contractor's noncompliance with nondiscrimination clause of this contract, the Owner may cancel this contract in whole or in part.

6.1 PAYMENTS

- 6.1.1 Payments will be made to Contractor monthly from lawful funds available therefor on the basis of a duly certified estimate of all labor and materials done or delivered on the site of the construction and accepted by the City's representative during the preceding month, calculated in proportion to the Contract price.
- 6.1.2 Not later than the first day of each calendar month Contractor shall render two copies of all statements for progress payments to Owner by mailing or delivering same to the Public Works Director. All statements shall be subject to approval of the City's representative and the governing body of the City of Rolla.
- 6.1.3 To insure proper performance of the contract Owner will retain 10 percent (10%) of the amount of each estimate until final completion and acceptance of the work covered by the contract.
- 6.1.4 Each payment made to Contractor shall be on account of the total amount payable to Contractor by or for Owner, and all material and work covered by partial payment made shall thereupon become the sole property of Owner. No such payment shall be deemed to be in accord and satisfaction as to any item or items for which such payment is made, and this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of the contract.

- 6.1.5 Ordinarily no allowance will be made in estimates for materials delivered on site of work and not incorporation in work; however, items considered by Owner to be major items of considerable magnitude, if suitably stored, will be allowed in estimates on the basis of 90 percent (90%) of invoices, the value calculated in proportion to the contract price.
- 6.1.6 Retained percentages herein provided are to be retained and held for the sole protection and benefit of owner, and no other person, firm or corporation shall have or assert any lien, claim or right whatsoever thereto, except as herein expressly provided.
- 6.1.7 The Contractor shall be responsible for supplying the City with weekly payroll sheets, Form No. 44-R1093.
- 6.1.8 All requests for payment shall be made to the City on forms approved by the Public Works Director.
- 6.1.9 The Contractor will be supplied with a tax exemption certificate for all materials purchased for the project.

7.1 BLANK

8.1 HOLD HARMLESS AGREEMENT

The following hold harmless agreement shall be executed and submitted within fourteen (14) days of award of bid.

9.1 BLANK

10.1 CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

- 10.1.1 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.

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

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

HOLD HARMLESS AGREEMENT

We, _____, agree to protect, indemnify, save and keep harmless the City of Rolla against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever and whatsoever and will protect, indemnify and save and keep harmless the above mentioned party from any and all claims, costs or expense arising out of any failure of the contractor in any respect to comply with and perform all the requirements and provisions agreed to and required by any law or ordinance, during the period commencing _____ at the premise of _____.

By _____

Title _____

Date _____

**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

_____, 20 _____

To the City of Rolla, Missouri

Gentlemen:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By _____
(Signature)

(Title)

State of _____

County of _____ ss.

Subscribed and sworn to before me this _____ day of
_____, 20 _____, at _____

Notary Public

SEAL

My Commission expires _____, 20 _____.



Contract For: City of Rolla MO (Steve Hargis)

50x96 Britespan Building

- 16' truss spacing
- Set on 8' poured concrete wall (supplied by customer)
- 1 fabric end wall. Also set on concrete wall.
- Hot dipped galvanized 12-gauge steel
- 20 year pro-rated warranty
- 30-year life expectancy on fabric cover
- Freight, labor, and any applicable tax included
- All grade work is customer supplied, level site within 4" is required.
(Failure to do so could result in upcharge in labor)
- Site must be clear of all obstruction extending 20' past the perimeter of the building.
(Failure to do so could result in upcharge in labor)
- Gravel or Lime may be required at customers expense if deemed necessary by BBBS to roll the cover on a safe clean surface.

25% (\$13,378.64) due upon ordering.

25% (\$13,378.64) due upon delivery.

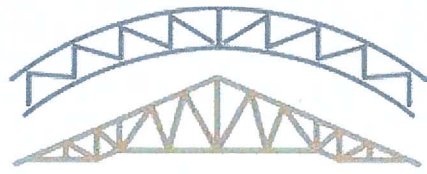
50% (\$26,757.28) due upon completion.

Building and Construction Total: See Attached Sourcwell Form

WWW.BBBUILDINGSYSTEMS.COM

217-577-2001

V.C. 13



B&B

BUILDING SYSTEMS

Date:

Customer Signature

Date:

B&B Signature

WWW.BBBUILDINGSYSTEMS.COM

217-577-2001

V.C. 14



WWW.BBBUILDINGSYSTEMS.COM
217-577-2001

V1.C.15

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance **1st Reading**

ITEM/SUBJECT: Sanitary Sewer Easement Vacation

BUDGET APPROPRIATION: **DATE: 12/06/21**

COMMENTARY:

Staff received a request to vacate a Sanitary Sewer Easement located on Lots 168, 177, and 178 of the College Hills Subdivision. Sanitary sewer is no longer located in this easement

Staff requests the first reading of an ordinance to vacate a sanitary sewer easement on lots 168, 177, and 178 of the College Hills Subdivision.

V.I.P.1

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EXISTING SEWER EASEMENT IN THE COLLEGE HILLS SUBDIVISION.

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

SECTION 1: That the sanitary sewer easement more particularly described as follows:

A strip of land in fractional parts of lots 168, 177 and 178 of the re-subdivision of College Hills Subdivision, a Subdivision in Phelps County, Missouri, lying 10 feet on each side of the hereinafter described centerline of said Easement. Commencing at the Southwest Corner of Lot 2 of the Northwest Quarter of Section 6, Township 37 North, Range 7 West of the 5th P.M.; thence North 0-21'-20" West, 13.38 feet along the West line of said Lot 2 of the Northwest Quarter; thence North 89-05'40" East, 17.19 feet to the East Right of Way of Mccutchen Drive and to the point of Beginning of the hereinafter described centerline of easement; thence continuing North 89-05'-40" East, 5.96 feet; thence North 7-26'-40" East, 120.60 feet; thence North 85-30'-40" East, 127.90 feet to the ending point of the centerline of easement, as per plat of survey R-297A, dated June 8th, 1985, by Elgin Surveying and Engineering, Inc.

SECTION 2: This Ordinance shall 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 OF THE CITY OF ROLLA, MISSOURI, ON THIS 20TH DAY OF DECEMBER, 2021.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

V1.0.2

Larson Construction

11025 Emerald Ridge
Rolla, Mo
573-364-0865

November 22, 2021

To : City of Rolla

Jim Larson, Larson Construction, hereby request the relinquishment of the 20 ft utility easement located on lot 5 College Hills Est. Easement is noted on attached plat.

This lot is to be used for residential and does not have use for said easement.

Respectfully submitted

Jim Larson

Larson Construction

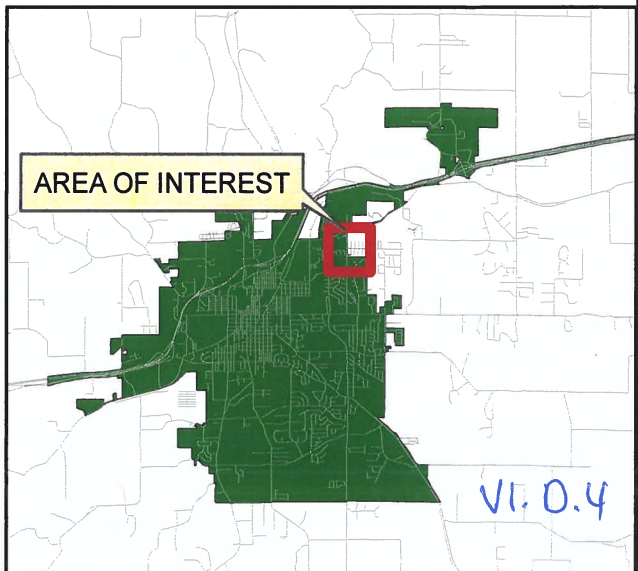
MCCUTCHEM DR

**PHELPS COUNTY
CITY OF ROLLA**

BULLMAN CT

**20' SEWER EASEMENT BK343PG088
TO BE VACATED**

**PHELPS COUNTY
CITY OF ROLLA**



**CITY OF ROLLA
CANDIDATE FILING INFORMATION
FOR THE APRIL 5, 2022
GENERAL MUNICIPAL ELECTION**

Public notice is hereby given that the first day of candidate filing for the **April 5, 2022 General Municipal Election is 8 a.m., Tuesday, December 07, 2021 and the last day of candidate filing is 5 p.m., Tuesday, December 28, 2021** in the City Clerk's Office, 901 North Elm Street, for the purpose of electing the following City officials:

Mayor: Four-year term.

Municipal Judge: Two-year term.

City Attorney (City Prosecuting Attorney): Two-year term.

Council Representatives: Wards I, II, III, IV, V, and VI. One to be elected to each Ward for two-year terms.

Given under my hand and the Seal of said City this 19th day of November, 2021.

**Lorri M. Thurman
Rolla City Clerk**

(Published in Phelps County Focus Nov. 25; Dec. 3, 2021)

X.A.1