

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, September 19th, 2022; 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, NATHAN CHIRBAN, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JAIED HALL, ROBERT KESSINGER, CAROLYN BOLIN, STANLEY MAYBERRY, VICTORIA STEEN, AND TINA BALCH

PLEDGE OF ALLEGIANCE

Councilwoman Megan Johnson

I. PUBLIC HEARINGS –

A. **Public Hearing** regarding Text Amendment pertaining to Homeless Shelters. (City Planner Tom Coots) **Discussion**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

- A. Ozark Rivers Audubon Chapter – Gina Root ROCS Director
- B. Choices for People updates and event announcement – Paula Delong Choices for People CEO

III. OLD BUSINESS –

- A. **Ordinance** authorizing Socket Telecom LLC ROW use Agreement. (City Engineer Darin Pryor) **Final Reading**
- B. **Ordinance** authorizing the Mayor to enter into a Missouri Highways and Transportation Commission Transportation Alternatives Funds Agreement for Hwy E sidewalk project. (City Engineer Darin Pryor) **Final Reading**
- C. **Ordinance** to allow a License Agreement with Daily Rental Service to use and maintain the existing sign for Budget Deluxe Motel. (City Engineer Darin Pryor) **Final Reading**
- D. **Ordinance** authorizing the Mayor to enter into a professional services agreement with HNTB, Amendment Number 12 for Pine Street traffic signaling (City Engineer Darin Pryor) **Final Reading**
- E. **Ordinance** authorizing the increase of sewer rates for FY 2022-2023. (City Engineer Darin Pryor) **Final Reading**
- F. **Ordinance** approving the FY 2023 Budget. (City Administrator John Butz) **Final Reading**

IV. NEW BUSINESS –

- A. **Motion** to allow certain street closures for Oktoberfest on Saturday, September 24th, 2022. (Public Works Director Steve Hargis)
- B. **Motion** to allow certain street closures for the 43rd Annual Arts and Crafts Festival on Saturday, October 1, 2022 (Public Works Director Steve Hargis)
- C. **Motion** to allow certain street closures for the 2022 Homecoming Parade on Thursday, October 6th at 6:00 pm. (City Engineer Darin Pryor)

- D. **Ordinance** allowing a Minor Subdivision to combine lots and create an outlot at 2000 Hwy E. (City Planner Tom Coots) First Reading

V. **CLAIMS and/or FISCAL TRANSACTIONS** –

- A. **Motion** to allow the procurement of a third trash truck for automated trash collection.
(Environmental Services Director Brady Wilson)
- B. **Motion** to allow RPD to re-order 6 Dodge Durangos for the FY 2022 budget year appropriation and to approve the purchase of 5 Tahoes for the FY 2023 budget year from don Brown Chevrolet.
(Police Chief Sean Fagan)

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. Motion to reappoint Judy Jepsen to the Police Personnel Board (4 yr. term, exp. June 2024)
- B. Motion to reappoint Bob Desai to the Police Personnel Board (4 yr. term, exp. June 2026)
- C. Motion to reappoint Jonathan Hines to the Police Personnel Board (4 yr. term, exp. June 2025)
- D. Motion to reappoint Kevin Crider to the Planning and Zoning Commission. (4 yr. term, exp. June 2026)
- E. Motion to reappoint Russ Schmidt to the Planning and Zoning Commission (4yr. term, exp. May 2026)
- F. Motion to appoint Julie Peterman to the Library Board (3 yr term, exp. Sept 2025)

VIII. **COMMENTS FOR THE GOOD OF THE ORDER**

- IX. **CLOSED SESSION** – Closed Session per RSMo 610.021 – (1) Legal

- X. **ADJOURNMENT** -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Discussion/Public Hearing

SUBJECT: Text Amendment: Sections 42-141 Definitions; Division 5, R-3, Multi-family districts; Division 7, C-O, Office districts; Division 9, C-2, General Retail districts; Division 10, C-3 Highway Commercial districts; Division 11, CC, Center-City districts; 42-233 Reserved; 42-234 Residential Group Homes; 42-225 and 42-226 Reserved, pertaining to Homeless Shelters and related uses.

(TXT22-01)

MEETING DATE: September 19, 2022

Application and Notice:

Applicant - City of Rolla
Public Notice - Legal ad in the Phelps County Focus; <https://www.rollacity.org/agenda.shtml>

Background:

The current zoning ordinance does not contemplate homeless shelters or related uses. Rolla does currently have a few organizations what may be considered to be a homeless shelter or a related use. Lacking clear direction on how to regulate the use, staff had difficulty with how to approach the uses. Consequently City Council authorized the drafting of a text amendment to bring some definition and structure to the issue of homeless shelters.

The proposed text amendment should bring some clarity as to how to regulate these uses. The text amendment defines the uses, permits the uses in certain zoning district by-right or with approval of a conditional use permit, and imposes some requirements for how the uses operate.

The desire for clearer regulations is related to the general increase in homelessness and related issues in Rolla. While the changes have been brought on by the recent desire for the Rolla Mission to relocate and/or increase their services, review should consider that other organizations may seek to provide such services.

The City Council conducted a public hearing to receive input at the June 20, 2022 meeting and at the July 5, 2022 meeting. The Council tabled further discussions to allow for time to consider the proposal. The Council directed staff in closed session on July 18, 2022 to make some revisions to the proposed text amendment and create a draft ordinance for further discussion.

The City Council reviewed the revised proposed text amendments and a draft of an ordinance at the August 15, 2022 meeting. Public notice has been provided to allow for a public hearing both at the September 6 and September 19 City Council meetings.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on June 14, 2022 and voted 6-0 to recommend that the original proposed text amendment not be approved by the City Council. No proposed amendments were offered. The Commission has not been asked to review the revised draft.

Action

City Council can amend the proposed text; or can postpone action for further consideration; or take no action at this time.

Prepared by:

Tom Coots, City Planner

Attachments:

Proposed Text Amendment; Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 42, ARTICLE III OF THE CITY OF ROLLA ORDINANCES OF THE CITY OF ROLLA, MISSOURI REGARDING EMERGENCY SHELTERS, OVERNIGHT SHELTERS, SOUP KITCHENS, AND TRANSITIONAL HOUSING.

WHEREAS, provisions for shelters and other related uses or structures are not clearly indicated in the adopted zoning codes.

WHEREAS, such shelters uses may cause impacts to surrounding properties and use public safety services.

WHEREAS, the Rolla Planning and Zoning Commission did hold a public hearing following the provision of public notice pursuant to Section 42-143 and applicable state statutes; and

WHEREAS, the Rolla City Council did hold a public hearing(s); and

WHEREAS, based on the information received, including comments from the public, reports from city staff, the Rolla City Council did find that the requested action is in the best interest of the city:

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

SECTION 1: Section 42-141 “Definitions,” is hereby amended to add the following definitions:

Overnight Shelter: A facility, building, or property where overnight housing services are provided temporarily to persons impacted by temporary or chronic homelessness, at no cost or at a charge that is less than the full cost of providing the services, whether or not other related services are provided at the location. Such use shall not include any of the following:

- (a) Residential group homes;
- (b) Temporary lodging for families of patients, or patients themselves, of state-licensed health facilities within Phelps County;
- (c) University or educational institution residence halls;
- (d) Fraternity or sorority houses;
- (e) State and city licensed nursing homes and day care centers;
- (f) Foster homes licensed under Chapter 210, RSMo;
- (g) Hospitals, mental institutions, residential care facility or institution that is licensed by the State of Missouri under Chapters 197, 198, and 630, RSMo.;
- (h) Emergency shelters related to relocation and are available during or after a fire or natural disaster for a limited duration;
- (i) Food pantries and distribution
- (j) Hotels, motels, boarding houses, and other similar forms of lodging

Domestic Violence Shelter: Temporary residential facility with the primary purpose of housing survivors of domestic violence and/or sexual violence and their families or household members at no cost or at a charge that is less than the full cost of providing services; and/or as defined by the Missouri Coalition Against Domestic and Sexual Violence. A domestic violence shelter is a form of an overnight shelter which is subject to different operational requirements due to the special nature of the use.

Transitional housing: Non-emergency temporary housing with supportive services for a length of stay of typically more than six months to individuals and families experiencing homelessness or transitioning into permanent housing from an overnight shelter, domestic violence shelter, drug/alcohol rehabilitation, or from incarceration with the goal of interim stability and support to successfully move to and maintain permanent housing. Transitional housing includes multi-family or dormitory style housing arrangements and does not include housing which meets the definition of a single-family dwelling or group home.

Soup kitchen: An establishment where meals are provided to a person or persons at no cost or at a charge that is less than the full cost of providing same and that the provision of such meals and related services is the principal service of the establishment, whether or not additional services are provided. A soup kitchen is differentiated from a restaurant or food service establishment by providing services for no cost or for less than the cost of providing the services and provision of related social services. A soup kitchen does not include the provision of an overnight shelter, temporarily or otherwise.

SECTION 2: Division 5 “R-3, Multi-family District” is hereby amended to add “Conditional Uses” as Section 42-177.2 and renumber accordingly. Section 42-177.2 and Section 42-177.3 are to be revised as needed to read as follows:

Sec. 42-177.2. Conditional Uses.

In accordance with Division 16 of this Article and with the issuance of a Conditional Use Permit, the following uses are permitted in the R-3 zoning district.

1. Transitional Housing
2. Overnight Shelters

Sec. 42-177.3 Area Requirements.

Minimum size of lot:

- Area: 7,500 square feet plus 1,500 square feet for each dwelling unit in excess of two (2) dwelling units.

Maximum Number of Bedrooms Permitted: 8 Bedrooms per unit.

Maximum number of occupants per dwelling unit: Eight (8), except for incorporated fraternities, sororities, and clubs, and overnight shelters.

Lot frontage: 75 feet at front lot line.

Width: 75 feet at building line.

Maximum percentage of lot that may be occupied by buildings:

- All buildings: 40 percent.

Minimum open space per lot:

- Not less than twenty five (25) percent of the total lot area shall be devoted to open space including required yards and buffer yards. Open space shall not include areas covered by buildings, structures, parking areas, driveways, side walk, patio, accessory structures and internal streets. Open space shall contain living ground cover such as grass, plants, shrubs or trees. Decorative landscaping materials, such as rock, bark, and mulch are also permitted.
- No open space shall be required on a lot if existing buildings and structures are replaced with new buildings and structures using the same floor area, provided a building permit for replacement is applied for within one (1) year after the existing buildings are removed. In addition, no open space is required if an existing use expands operations or is established in existing floor area that previously was unfinished or not otherwise available for occupancy.

Maximum height of buildings:

- Four stories and sixty-four feet.

Minimum setback dimensions:

- Front yard: 25 feet from the front lot line.
- Each side yard: 5 feet measured from side lot line.
- Rear yard: 10 feet from the rear property line.

SECTION 3: Division 7 “C-O, Office District” is hereby amended to add “transitional housing and overnight shelters” to Section 42-183.1, line 1 as an excluded use.

SECTION 4: Division 9 “C-2, General Commercial District” is hereby amended to add “Soup Kitchens” to Section 42-189.2 as a Conditional Use.

SECTION 5: Division 10 “C-3, Highway Commercial District”, is hereby amended to add “Overnight Shelters” to Section 42-192.2, as a Conditional Use.

SECTION 6: Division 11 “CC, Center City District”, Section 42-194.1, line 1 is hereby amended to add “overnight shelters” as an excluded use.

SECTION 7: Division 11 “CC, Center City District” is hereby amended to add “Conditional Uses” as Section 42-192.2 and renumber accordingly. Section 42-192.2 and Section 42-192.3 are to be revised as needed to read as follows:

Sec. 42-192.2. Conditional Uses.

In accordance with Division 16 of this Article and with the issuance of a Conditional Use Permit, the following uses are permitted in the C-C zoning district.

1. Overnight Shelters
2. Transitional Housing

Sec. 42.194.3. Area Requirements.

Minimum size of lot: No minimum

Maximum number of occupants per dwelling unit: Eight (8), except for incorporated fraternities, sororities, and clubs, and overnight shelters.

Lot frontage: No minimum

Width: No minimum.

Maximum percentage of lot that may be occupied by building footprint: 100 percent.

Maximum height of buildings: No maximum

Minimum setback dimensions:

- (a) Front yard: None
- (b) Each side yard: None
- (d) Rear yard: None

Minimum parking requirements: None, except for new construction where sufficient land area exists to allow the provision of adequate parking consistent with the requirements of this Article.

SECTION 8: Division 12 “M-1 Light Manufacturing District”, Section 42-196.1, line 1 is hereby amended to add “transitional housing” and “soup kitchens” as an excluded use.

SECTION 9: Section 42-224 “Residential Group Homes” is to be renumbered as Section 42-223.

SECTION 10: Section 42-224 “Overnight Shelter Uses.” is hereby established as follows:

These Overnight Shelter requirements are intended to help mitigate the impacts of an overnight shelter use on public safety services and surrounding properties. Such facilities should generally be located such that clients will have access to jobs, counseling, and other resources for assistance. Any Overnight Shelter use, except shelters which meet the definition of a domestic violence shelter, must adhere to the following requirements:

1. No individual or family shall reside in an overnight shelter for more than 30 days without entering into case management to obtain housing. Generally, clients are not expected to reside on the premises for more than 6 months without demonstrating extenuating circumstances.
2. A written operations plan must be submitted and approved by the Chief of Police and Community Development Director. The plan must include the following information: contact information for key staff, floorplan, security and exterior lighting plan, health and safety protocols, occupancy policies, intake procedures and tracking outcomes, and an outreach plan for surrounding property owners and residents.
3. A log of each person receiving temporary housing must be kept, including the person’s name, last place of residence, and a photo of the person and/or their government issued identification. Such logs are to be submitted to the Rolla Police Department upon request.
4. The operator (SHALL/SHOULD) conduct a background check on the MO Sex Offender Registry and MO Casenet before any person may reside at the property overnight.
5. Any facility providing overnight shelter services must be located a minimum of 1,000 feet from any other property operating an overnight shelter facility.
6. Unless specifically permitted as a family or youth shelter, overnight shelters must be located a minimum of 500 feet from any school, playground, or daycare, as measured from the closest point of the shelter facility to the closest point of such school, playground, or daycare.
7. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.
8. Security cameras are required at a minimum to film any persons using the building entrances, exits and outdoor assembly areas. Such recordings shall be maintained for at least 72 hours and made available for law enforcement if a crime is alleged or committed.
9. Adequate off-street parking for employees, volunteers, and any residents with vehicles must be provided or made available through written agreements.
10. The operator of such facility must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and provide 30 days to bring the operation into compliance (unless a life-safety condition exists in which immediate action is required). If the operator fails to correct the deficiencies, the Community Development Director is authorized to terminate the conditional use permit or occupancy permit. The operator may appeal the termination to the City Council.
11. An initial inspection fee of \$300 must be submitted prior to commencing operations and an annual inspection fee of \$100 must be submitted annually thereafter.

SECTION 11: Section 42-224.1 “Domestic Violence Shelter Uses.” is hereby established as follows:

These Domestic Violence Shelter requirements are intended to help mitigate the impacts of a domestic violence shelter use on public safety services and surrounding properties. Any overnight shelter which meets the definition of a domestic violence shelter use must adhere to the following requirements:

1. No individual or family shall reside in an overnight shelter for more than 30 days without entering into case management to obtain housing. Generally, clients are not expected to reside on the premises for more than 6 months without demonstrating extenuating circumstances.
2. Prior to commencing operation, the operator must submit the following to the Chief of Police and Fire Chief: contact information for key staff, floorplan, and occupancy policies.
3. The operator (SHALL/SHOULD) conduct a background check on the MO Sex Offender Registry and MO Casenet before any person may reside at the property overnight.
4. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.
5. Adequate off-street parking for employees, volunteers, and any residents with vehicles must be provided or made available through written agreements.
6. The operator of such facility must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and provide 30 days to bring the operation into compliance (unless a life-safety condition exists in which immediate action is required). If the operator fails to correct the deficiencies, the Community Development Director is authorized to terminate the conditional use permit or occupancy permit. The operator may appeal the termination to the City Council.
7. Such shelters are required to maintain confidentiality for their residents.
8. An initial inspection fee of \$300 must be submitted prior to commencing operations and an annual inspection fee of \$100 must be submitted annually thereafter.

SECTION 12: Section 42-225 “Soup Kitchen Uses.” is hereby established as follows:

These Soup Kitchen Use requirements are intended to help mitigate the impacts of a soup kitchen use. Such facilities should generally be located such that clients will have easy access by transit or walking. Any Soup Kitchen use must adhere to the following requirements:

1. A written operations plan must be submitted and approved by the Chief of Police and Community Development Director. The plan must include the following information: contact information for key staff, floorplan, security and exterior lighting plan, health and safety protocols, occupancy policies, and outreach plan for surrounding property owners and residents.
2. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.
3. Security cameras are required at a minimum to film any persons using the building entrances.
4. Adequate off-street parking for employees, volunteers, and any residents with vehicles must be provided or made available through written agreements.
5. The operator of such facility must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and allow 30 days to bring the operation into compliance. If the operator fails to correct the deficiencies, the director is authorized to terminate the conditional use permit or occupancy permit. The operator may appeal the termination to the City Council.

SECTION 13: Section 42-226 “Transitional Housing Uses.” is hereby established as follows:

Such facilities must be located a minimum of 500 feet from another transitional housing facility located on a separate property.

SECTION 14. The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional, or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

SECTION 15. 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 3rd DAY OF OCTOBER 2022.

APPROVED:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

City Counselor

Proposed Homeless Shelter Zoning Code Amendments

(Note: underlined text is proposed new language; ~~struck text~~ is to be removed; text in **RED** are the latest revisions for September 2022 Draft; older revisions are black again)

Sec. 42-141. Definitions.

Words found in the text or tables of this Article shall be interpreted in accordance with the provisions set forth in this Section. Where words have not been defined, the standard dictionary definition shall prevail. The following terms are hereby defined:

~~*Emergency Shelter:* A facility, building, or property where temporary housing services are provided to persons impacted by a publicly declared emergency or a natural disaster or for victims of domestic violence and unrelated by family to the provider, at no cost or at a charge that is less than the full cost of providing the services, whether or not other related services are provided at the location. Such use may be permitted in any location needed to provide relief for the emergency or natural disaster.~~

Overnight Shelter: A facility, building, or property where overnight housing services are provided temporarily to persons impacted by temporary or chronic homelessness, at no cost or at a charge that is less than the full cost of providing the services, whether or not other related services are provided at the location. Such use shall not include any of the following:

- (a) Residential group homes;
- (b) Temporary lodging for families of patients, or patients themselves, of state-licensed health facilities within Phelps County;
- (c) University or educational institution residence halls;
- (d) Fraternity or sorority houses;
- (e) State and city licensed nursing homes and day care centers;
- (f) Foster homes licensed under Chapter 210, RSMo;
- (g) Hospitals, mental institutions, residential care facility or institution that is licensed by the State of Missouri under Chapters 197, 198, and 630, RSMo.;
- (h) Emergency shelters related to relocation and are available during or after a fire or natural disaster for a limited duration;
- (i) Food pantries and distribution
- (j) Hotels, motels, boarding houses, and other similar forms of lodging

~~*Domestic Violence Shelter:* Temporary residential facility with the primary purpose of housing survivors of domestic violence and/or sexual violence and their families or household members at no cost or at a charge that is less than the full cost of providing services; and/or as defined by the Missouri Coalition Against Domestic and Sexual Violence. A domestic violence shelter is a form of an overnight shelter which is subject to different operational requirements due to the special nature of the use.~~

Transitional housing: Non-emergency temporary housing with supportive services for a length of stay of typically more than six months to individuals and families experiencing homelessness or transitioning into permanent housing from an overnight shelter, domestic violence shelter, drug/alcohol rehabilitation, or from incarceration with the goal of interim stability and support to successfully move to and maintain permanent housing. Transitional housing includes multi-family or dormitory style

housing arrangements and does not include housing which meets the definition of a single-family dwelling or group home.

Soup kitchen: An establishment where meals are provided to a person or persons at no cost or at a charge that is less than the full cost of providing same and that the provision of such meals and related services is the principal service of the establishment, whether or not additional services are provided. A soup kitchen is differentiated from a restaurant or food service establishment by providing services for no cost or for less than the cost of providing the services and provision of related social services. A soup kitchen does not include the provision of an overnight shelter, temporarily or otherwise.

	Zoning District					
	R-3, Multi- family	C-2 General Retail	C-3, Highway Commercial	C-C Center City	M-1, Light Mfg	M-2, Heavy Mfg
Overnight Shelter	C	X	C	C	P	P
Transitional Housing	C	X	X	C	X	X
Soup Kitchen	X	C	P	P	X	X
<i>P - Permitted by-right</i>	<i>X - Not Permitted</i>		<i>C - Conditional Use</i>			

DIVISION 5. "R-3" MULTI-FAMILY DISTRICT

Sec. 42-177. Purpose of the Multi-family District.

The R-3 Multi Family District is intended to support apartment type development at a maximum density of twenty six (26) dwelling units per acre. Developments of this intensity should be established adjacent to and with vehicular access from collector or higher classified streets. Traffic circulation should be designed to minimize the impact on adjoining residential neighborhoods.

Sec. 42-177.1. Uses Permitted.

1. Uses and conditional uses permitted in any of the foregoing R-1 or R-2 Districts.
2. Boarding, rooming, and lodging houses.
3. Child care centers.
4. Multi-Family dwellings and apartment houses, including efficiency apartments.
5. Private parking areas.
6. Private clubs, lodges, fraternities, sororities, and dormitories.
7. Private schools and academies.
8. Trailers and mobile homes located in the R-3 Multi-Family District at the date this Article is enacted shall not be considered as non-conforming uses.

Sec. 42-177.2. Conditional Uses.

In accordance with Division 16 of this Article and with the issuance of a Conditional Use Permit, the following uses are permitted in the R-3 zoning district.

1. Transitional Housing
2. Overnight Shelters

Sec. 42-177.3 ~~42-177.2~~ Area Requirements.

Minimum size of lot:

- Area: 7,500 square feet plus 1,500 square feet for each dwelling unit in excess of two (2) dwelling units.

Maximum Number of Bedrooms Permitted: 8 Bedrooms per unit.

Maximum number of occupants per dwelling unit: Eight (8), except for incorporated fraternities, sororities, and clubs, and overnight shelters.

Lot frontage: 75 feet at front lot line.

Width: 75 feet at building line.

Maximum percentage of lot that may be occupied by buildings:

- All buildings: 40 percent.

Minimum open space per lot:

- Not less than twenty five (25) percent of the total lot area shall be devoted to open space including required yards and buffer yards. Open space shall not include areas covered by buildings, structures, parking areas, driveways, side walk, patio, accessory structures and internal streets. Open space shall contain living ground cover such as grass, plants, shrubs or trees. Decorative landscaping materials, such as rock, bark, and mulch are also permitted.
- No open space shall be required on a lot if existing buildings and structures are replaced with new buildings and structures using the same floor area, provided a building permit for

replacement is applied for within one (1) year after the existing buildings are removed. In addition, no open space is required if an existing use expands operations or is established in existing floor area that previously was unfinished or not otherwise available for occupancy.

Maximum height of buildings:

- Four stories and sixty-four feet.

Minimum setback dimensions:

- Front yard: 25 feet from the front lot line.
- Each side yard: 5 feet measured from side lot line.
- Rear yard: 10 feet from the rear property line.

Sec. ~~42-177.4~~ ~~42-177.3~~ Separation and Access to Buildings.

All new development on parcels zoned R-3 Multi-Family District shall provide a minimum distance between all residential buildings of twelve (12) feet. All required driveways and parking areas shall be provided with a permanent dust-free paved surface and shall be constructed with curbs and gutters. Driveways shall be a minimum of sixteen (16) feet in width and no parking shall be allowed in the driveways. Driveways and buildings shall be located on the parcel in such a manner as to provide safe and convenient access for solid waste pick-up and emergency vehicles.

Sec. ~~42-177.5~~ ~~42-177.4~~ Buffer-Yard Requirements.

Whenever any development in an R-3 Multi-Family District is located adjacent to an R-1 Single Family District, a buffer-yard shall be provided in accordance with Section 42-230.6 and meeting the width and landscaping standards for a "Buffer-Yard A".

Sec. ~~42-177.6~~ ~~42-177.5~~ Site Plan Required.

All rezoning requests for R-3 Multi-Family District zoning for parcels one (1) acre in size or greater shall be accompanied by a site plan prepared in accordance with Sec. 42-234.1 (b) of the Planning and Zoning Code.

DIVISION 7. "C-O" OFFICE DISTRICT

Sec. 42-183. Purpose of the Office District.

The C-O District is designed to be a restrictive district for low intensity office or professional uses to allow their location near any residential district without creating an adverse effect.

Sec. 42-183.1. Uses Permitted.

1. All uses and conditional uses permitted in any residential district, excluding veterinarian services, animal hospitals, customary agricultural activities, and transitional housing, overnight shelters.
2. Offices for professional and business use involving the sale or provision of services, but not the sale or rental of goods, including but not limited to:
 - a. Accountant, appraiser, architects, brokers, engineers, insurance agents, interior decorators, landscape architects, lawyers, realtors, travel agency and similar types of professional uses.
 - b. Artists, sculptors, photographers.
 - c. Authors, writers, composers.
 - d. Physicians, dentists, chiropractors, or other licensed medical practitioners, excluding facilities where significant diagnostic or out patient surgery is performed as normally associated with a clinic or hospital.
 - e. Teachers of private lessons in art, music or dance.
 - f. Museums, libraries, galleries and exhibit halls.
 - g. Administrative offices of a single organization or by a single professional organization or society.

DIVISION 9. "C-2" GENERAL RETAIL DISTRICT

Sec. 42-189. Purpose of the General Retail District.

This District is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops which depend upon high visibility, generate high traffic volumes or cater to the traveling public. The District is also intended for on-site production of hand crafted items in conjunction with retail sales. No un-screened outside display of merchandise is permitted, except where indicated. Commercial uses permitted in this District are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets.

Sec. 42-189.1. Uses Permitted.

- (1) Any use or conditional uses permitted in the foregoing C-I District, including existing single-family and two-family residential uses.
- (2) Any conditional use permitted in the R-R District.
- (3) Athletic clubs.
- (4) Auto repair, body and paint shops, radiator repair.
- (5) Auto laundries or car/truck wash establishments.
- (6) Automobile sales and service, including tire sales, and rental of new or used vehicles (outside display permitted).
- (7) Automobile service stations or garages, including sales of petroleum products.
- (8) Automobile parts and accessory stores, including installation and repair.
- (9) Boat and marine sales and service.
- (10) Bowling alleys.
- (11) Cold storage and self or mini-storage facilities.
- (12) Drive-in, pick-up, and drive-through restaurants.
- (13) Funeral homes, excluding crematoriums.
- (14) Furniture and/or appliance stores (new and used), sales and service, including rentals.
- (15) Heating and air-conditioning sales and service, including customized sheet metal fabrication as an accessory activity.
- (16) Hotels and motels, and hotel apartments.
- (17) Medical equipment and supplies sales and rental.
- (18) Medical Marijuana Dispensary Facility.
- (19) Miniature golf courses and driving ranges.
- (20) Monument sales, retail dealers (outside display permitted).
- (21) Parking garages, commercial.
- (22) Pest control services.
- (23) Pet shops, animal hospitals, clinics and kennels.
- (24) Plumbing shops.
- (25) Printing, publishing, book binding, and photo-processing, including drive-through facilities.
- (26) Produce market, retail (outside display permitted).
- (27) Radio-TV. repair shops.
- (28) Recreation vehicle or mobile home sales or service (outside storage permitted).
- (29) Restaurant, on-site sales and consumption of alcoholic beverages permitted.

- (30) Retail stores and other shops for custom work or making of articles to be sold at retail on the premises.
- (31) Retail establishments which provide supplies and/or services primarily to commercial and industrial customers, such as janitorial services, packaging and shipping service, locksmith services, lithographing and engraving, and blueprinting businesses.
- (32) Recording studios.
- (33) Second hand goods store and pawn shops.
- (34) Second hand or used car sales yard, not including wrecking and repairing (outside display permitted).
- (35) Skating rinks, swimming pools, gymnasiums, commercial.
- (36) Sporting goods sales.
- (37) Store and restaurant fixture sales.
- (38) Taxi and limousine transportation services.
- (39) Reserved. (Ord. 4470, §2)
- (40) Theaters, motion picture and performing arts.
- (41) Tobacco product sales.
- (42) Water, bottled, sales.
- (43) Video game arcades.
- (44) Seasonal businesses; such as fireworks stands, Christmas tree lots, snow cone vendors, and similar outlets that are temporary uses.

Sec. 42-189.2. Conditional uses that may be permitted by the Planning and Zoning Commission and the City Council in accordance with Section 42-234.

- (1) Bars, cocktail lounges, and night clubs (including dance halls).
- (2) Billiard or pool halls.
- (3) Convenience stores, with or without gas pumps.
- (4) Package liquor stores.
- (5) Cabinet or carpentry shop.
- (6) Advertising services (sign shop).
- (7) Laboratories, offices and other facilities.
- (8) Medical Marijuana Testing Facility.
- ~~(9) Overnight Shelters.~~
- (10) Soup Kitchens.

DIVISION 10. "C-3" HIGHWAY COMMERCIAL DISTRICT

Sec. 42-192. Purpose of the Highway Commercial District.

This District is intended for business uses which provide essential commercial services and support activities of community and regional significance that require high visibility and may have higher environmental impacts in terms of noise, dust, glare, etc. which may make them incompatible with office or some retail uses. This District is also intended for businesses that combine wholesale, retail, and light manufacturing (assembly) functions on site. Merchandise may be displayed outside without screening. This District is also intended to function as a transition between industrial development and strictly commercial development.

Sec. 42-192.1. Uses Permitted.

1. Any use or conditional uses permitted in any of the foregoing C 1 or C 2 Districts, ~~except overnight shelters.~~
2. Agriculture implements sales and service, agri businesses.
3. Sexually oriented businesses, as defined in Chapter 29 of the Rolla City Code, provided such uses are prohibited within the area circumscribed by a circle which has a radius of seven hundred fifty (750) feet, as measured by a straight line drawn from the lot line of any proposed sexually oriented business, to any residential zoning district, school, park, or church.
4. Auction sales, flea markets and swap meets, permanent location; livestock sales not permitted
5. Archery and firearms ranges, commercial.
6. Battery shops, sales and service.
7. Builder's supply and lumber yards.
8. Bus stations.
9. Bottling plants.
10. Carpet cleaning.
11. Contractor's equipment, sales and service
12. Commercial laundry, dry cleaning, linen and towel or diaper supply service
13. Crematoriums
14. Dairy supply dealers
15. Dry ice storage.
16. Engine and transmission repair and rebuilding.
17. Electrical equipment repairs, sales and parts distribution.
18. Feed stores, no manufacturing or grinding or mixing of feed.
19. Frozen food lockers.
20. Glass and mirror sales.
21. Landscape company, sales and service.
22. Magazine and newspaper, printing and distribution agency.
23. Road machinery, heavy equipment and tools, sales and rental service.
24. Storage warehouses and baggage transfers.
25. Tire repair and recapping
26. Tattoo and/or body piercing parlors, palm reading, and fortune telling establishments.
27. Wholesale operations, sales office/warehouse combination.

Sec. 42-192.2. Conditional Uses.

In accordance with Division 16 of this Article and with the issuance of a Conditional Use Permit, the following uses are permitted in the C-3 zoning district.

1. Advertising services
2. Bus terminals, maintenance shops
3. Cabinet or carpentry shops
4. Canvas goods shops, tents and awnings, manufacture, sales and rental
5. Concrete batching or transit mix plant (temporary use only)
6. Irrigation sales and services
7. Laboratories, offices and other facilities for research, basic and applied
8. Private utilities
9. Produce markets, wholesale.
10. Medical Marijuana-Infused Products Facility
11. Overnight Shelters

DIVISION 11. "CC" CENTER CITY DISTRICT

Sec. 42-194. Purpose of the Center City District.

The CC District is intended to be a mixed-use district that accommodates a variety of residential and commercial uses. It is intended to address the unique character of Rolla's traditional Central Business District, an area that developed early in the City's history, generally encompassing both sides of Rolla and Pine Streets between 6th and 12th Streets, and does not display the features of modern suburban development. This district is designed to support the transition that must occur if the CBD is to experience revitalization.

Sec. 42-194.1. Uses Permitted.

- (1) Any use or conditional uses permitted in the foregoing GI and C-3 Districts, except trailers or mobile homes and overnight shelters.
- (2) Accessory structures and uses, in accordance with Section 42-204.
- (3) Accessory residential uses, either to the rear or above the first floor of a building used for permitted business activities.
- (4) Medical Marijuana Dispensary Facility.

Sec. 42-192.2. Conditional Uses.

In accordance with Division 16 of this Article and with the issuance of a Conditional Use Permit, the following uses are permitted in the C-C zoning district.

1. Overnight Shelters
2. Transitional Housing

Sec. ~~42.194.3~~ 42-194.2. Area Requirements.

Minimum size of lot: No minimum

Maximum number of occupants per dwelling unit: Eight (8), except for incorporated fraternities, sororities, and clubs, and overnight shelters.

Lot frontage: No minimum

Width: No minimum.

Maximum percentage of lot that may be occupied by building footprint: 100 percent.

Maximum height of buildings: No maximum

Minimum setback dimensions:

- (a) Front yard: None
- (b) Each side yard: None
- (d) Rear yard: None

Minimum parking requirements: None, except for new construction where sufficient land area exists to allow the provision of adequate parking consistent with the requirements of this Article.

DIVISION 12. "M-1" LIGHT MANUFACTURING DISTRICT

Sec. 42-196. Purpose of the Light Manufacturing District

This District is intended to allow industrial operations and activities that do not create applicable nuisances or hazards. Industrial operations and activities are permitted as long as they do not have an adverse impact on neighboring properties resulting from dust, fumes, noxious odors, glare, vibration, or other atmospheric influence. M-1 light manufacturing activities are generally conducted inside a building, although related outdoor storage and display is permitted.

Sec. 42-196.1 Uses Permitted.

- (1) All of the uses listed under Section 42-192.1, except for item "1" ("item 1". Any use or conditional uses permitted in any of the foregoing C 1 or C 2 Districts.), and except transitional housing and soup kitchens.
- (2) Advertising services (sign shop)
- (3) Agri-businesses.
- (4) Asphalt storage.
- (5) Blacksmithing.
- (6) Broom manufacturing.
- (7) Builders supply, hardware and lumberyards.
- (8) Bus terminals, maintenance shops.
- (9) Cabinet or carpentry shops.
- (10) Candle manufacturing.
- (11) Canvas goods shops, tents and awnings, manufacture, sales and rental.
- (12) Carpet cleaning.
- (13) Child care centers.
- (14) Clothing, footwear, and leather goods manufacturing.
- (15) Cold storage plants.
- (16) Concrete batching or transit mix plant (temporary use only).
- (17) Construction materials manufacturing and storage.
- (18) Heavy machinery, including diesel engine, repairs.
- (19) Egg storage, candling or processing plants.
- (20) Electronic component manufacture and assembly.
- (21) Food products processing, storage, and distribution (except uses listed under the M-2 District).
- (22) Freight terminals.
- (23) Furniture packing and crating.
- (24) Hatchery, fish or fowl.
- (25) Ice manufacturing.
- (26) Insulation applicator.
- (27) Irrigation sales and service.
- (28) Laboratories, offices and other facilities for research, basic and applied.
- (29) Live stock sales.
- (30) Lumber mills and storage.
- (31) Machine shops.
- (32) Mattress and bedding manufacturer and renovator.

- (33) Magazine and newspaper printing.
- (34) Monument manufacture.
- (35) Motor freight terminals and depots.
- (36) Oil well equipment service, supply and storage.
- (37) Pharmaceutical manufacture.
- (38) Paper products manufacturing.
- (39) Plastic processing and converting.
- (40) Prefabricated house manufacture.
- (41) Printing, publishing, book binding.
- (42) Private utilities.
- (43) Produce markets, wholesale.
- (44) Sash and door manufacturing.
- (45) Seed storage and warehousing.
- (46) Sheet metal workshops.
- (47) Spray painting.
- (48) Store and restaurant fixture manufacturing.
- (49) Storage of baling or rags.
- (50) Textile manufacturing.
- (51) Welding shops, industrial equipment and supply sales.
- (52) Wholesale operations, sales office/warehouse combination.
- (53) Accessory structures and uses, in accordance with Section 42- 204.
- (54) Medical Marijuana Cultivation Facility; Medical Marijuana-Infused Products Facility.

DIVISION 13. "M-2" HEAVY MANUFACTURING DISTRICT

Sec. 42-198. Purpose of the Heavy Manufacturing District

This District is intended for heavy industrial uses and other uses not otherwise provided for in the light manufacturing district. The intensity of uses permitted in this District makes it necessary to separate it from residential districts wherever possible with good accessibility provided to rail and highways.

Sec. 42-198.1. Uses Permitted.

- (1) Any use permitted in the M-1 light manufacturing district.
- (2) Aluminum manufacture.
- (3) Asphalt manufacture or refining.
- (4) Blast furnaces.
- (5) Boiler making, repairing and boiler works.
- (6) Brick, tile, pottery or terra cotta manufacturing.
- (7) Canning or preserving manufacture.
- (8) Celluloid or similar cellulose material manufacture.
- (9) Cement, lime, gypsum or plaster manufacturing.
- (10) Central power or lighting plant.
- (11) Concrete products manufacturing.

- (12) Cooperage works.
- (13) Corrugated metal manufacture.
- (14) Cotton baling, compressing or ginning.
- (15) Cotton storage, open.
- (16) Cotton seed products manufacturing.
- (17) Curing, tanning or storage of hides.
- (18) Die casting manufacture.
- (19) Distillation of bones, coal or wood.
- (20) Dye stuff manufacture.
- (21) Electroplating.
- (22) Emery cloth and sandpaper manufacture.
- (23) Fat rendering.
- (24) Feed grinding and processing.
- (25) Fertilizer manufacture.
- (26) Flour mills.
- (27) Forge plants, foundry or smelter.
- (28) Galvanizing.
- (29) Glue or gelatin manufacture.
- (30) Match manufacture.
- (31) Milling, custom.
- (32) Oil cloth and linoleum manufacture.
- (33) Paint manufacture.
- (34) Paper and rag processing and storage.
- (35) Paving plants.
- (36) Railroad roundhouse, shops, and yards.
- (37) Refrigerator manufacture.
- (38) Rubber products manufacture or treatment.
- (39) Salt works.
- (40) Sand blasting.
- (41) Septic tank service.
- (42) Shoe polish manufacture.
- (43) Soap manufacture.
- (44) Soda and compound manufacture.
- (45) Steel fabrication plants.
- (46) Stone cutting.
- (47) Tank manufacture.
- (48) Reserved. (Ord. 4470, §2)
- (49) Tile roofing manufacture.
- (50) Wool pulling or scouring.
- (51) Yeast plants.

Sec. 42-198.2. Conditional uses that may be permitted by the Planning and Zoning Commission and the City Council in accordance with Section 42-231.

1. Arsenal and munitions storage or manufacture.
2. Manufacture and bulk storage of flammable liquids or gases for wholesale, subject to the provisions of the National Fire Codes.
3. Scrap or salvage yards, including automobile wrecking or salvage yards.
4. Bleaching powder or chlorine manufacture.
5. Hazardous chemical manufacture, creosote treatment or manufacture, disinfectant and insecticide manufacture, poisonous gases, tar distillation, acid and ammonia production .
6. Coal yards, oil compounding, barreling or reclamation plants.
7. Collection and transfer facilities for hazardous wastes, solid wastes that contain hazardous substances from off-site sources and radioactive substances.
8. Permanent storage or disposal of hazardous substances (as defined under the Federal Resource Conservation and Recovery Act, Subpart D, 40 C.F.R. 261.30; 261.31; 261.32; 261.33), industrial and municipal sludge.
9. Processing, reprocessing and storage of PCB containing oils.
10. Quarries and mining operations.
11. Landfill operations, including waste compacting and incineration.
12. Mixing plant-paving materials.
13. Asphalt manufacture/refining.

~~Sec. 42-223. Reserved.~~

Sec. ~~42-223~~ 42-224. Residential Group Homes - Purpose.

Residential group homes for eight (8) or fewer unrelated mentally or physically handicapped persons that may include up to two (2) house parents or guardians when:

1. The structure, building, landscaping, fencing, etc. for the residential group home suits the character of the immediate neighborhood.
2. There are no other residential group homes within fifteen hundred (1,500) feet.
3. No sign identifying the residential group home exceeds four (4) square feet in area.
4. Signs may not be illuminated and must be attached to the residential group home.
5. There are no more than two (2) residents per bedroom.

Sec. 42-224 Overnight Shelter Uses.

These Overnight Shelter requirements are intended to help mitigate the impacts of an overnight shelter use on public safety services and surrounding properties. Such facilities should generally be located such that clients will have access to jobs, counseling, and other resources for assistance. Any Overnight Shelter use, except shelters which meet the definition of a domestic violence shelter, must adhere to the following requirements:

1. No individual or family shall reside in an overnight shelter for more than 30 days without entering into case management to obtain housing. Generally, clients are not expected to reside on the premises for more than 6 months without demonstrating extenuating circumstances.
2. A written operations plan must be submitted and approved by the Chief of Police and Community Development Director. The plan must include the following information: contact information for key staff, floorplan, security and exterior lighting plan, health and safety protocols, occupancy policies, intake procedures and tracking outcomes, and an outreach plan for surrounding property owners and residents.
3. A log of each person receiving temporary housing must be kept, including the person's name, last place of residence, and a photo of the person and/or their government issued identification. Such logs are to be submitted to the Rolla Police Department upon request.
4. The operator (~~SHALL/SHOULD~~) conduct a background check on the MO Sex Offender Registry and MO Casenet before any person may reside at the property ~~overnight for more than three~~ ~~(3) days.~~
5. Any facility providing overnight shelter services must be located a minimum of 1,000 feet from any other property operating an overnight shelter facility.
6. Unless specifically permitted as a family or youth shelter, overnight shelters must be located a minimum of 500 feet from any school, playground, or daycare, as measured from the closest point of the shelter facility to the closest point of such school, playground, or daycare.
7. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.
8. Security cameras are required at a minimum to film any persons using the building entrances, exits and outdoor assembly areas. Such recordings shall be maintained for at least 72 hours and made available for law enforcement if a crime is alleged or committed.
9. Adequate off-street parking for employees, volunteers, and any residents with vehicles must be provided or made available through written agreements.
10. The operator of such facility must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and provide 30 days to bring the operation into compliance (unless a life-safety condition exists in which immediate action is required). If the operator fails to correct the deficiencies, the Community Development Director is authorized to terminate the conditional use permit or occupancy permit. The operator may appeal the termination to the City Council.
11. An ~~initial annual~~ inspection fee of \$300 must be submitted prior to commencing operations and an annual inspection fee of \$100 must be submitted annually thereafter.

Sec. 42-224.1 Domestic Violence Shelter Uses.

These Domestic Violence Shelter requirements are intended to help mitigate the impacts of a domestic violence shelter use on public safety services and surrounding properties. Any overnight shelter which meets the definition of a domestic violence shelter use must adhere to the following requirements:

1. No individual or family shall reside in an overnight shelter for more than 30 days without entering into case management to obtain housing. Generally, clients are not expected to reside on the premises for more than 6 months without demonstrating extenuating circumstances.
2. Prior to commencing operation, the operator must submit the following to the Chief of Police and Fire Chief: contact information for key staff, floorplan, and occupancy policies.
3. The operator (SHALL/SHOULD) conduct a background check on the MO Sex Offender Registry and MO Casenet before any person may reside at the property overnight.
4. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.
5. Adequate off-street parking for employees, volunteers, and any residents with vehicles must be provided or made available through written agreements.
6. The operator of such facility must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and provide 30 days to bring the operation into compliance (unless a life-safety condition exists in which immediate action is required). If the operator fails to correct the deficiencies, the Community Development Director is authorized to terminate the conditional use permit or occupancy permit. The operator may appeal the termination to the City Council.
7. Such shelters are required to maintain confidentiality for their residents.
8. An initial inspection fee of \$300 must be submitted prior to commencing operations and an annual inspection fee of \$100 must be submitted annually thereafter.

Sec 42-225 Soup Kitchen Uses to 42-226. Reserved.

These Soup Kitchen Use requirements are intended to help mitigate the impacts of a soup kitchen use. Such facilities should generally be located such that clients will have easy access by transit or walking. Any Soup Kitchen Use use must adhere to the following requirements:

1. A written operations plan must be submitted and approved by the Chief of Police and Community Development Director. The plan must include the following information: contact information for key staff, floorplan, security and exterior lighting plan, health and safety protocols, occupancy policies, and outreach plan for surrounding property owners and residents.
2. The operator must enforce a policy of prohibiting alcohol or illegal drug use on the property.
3. Security cameras are required at a minimum to film any persons using the building entrances.
4. Adequate off-street parking for employees, volunteers, and any residents with vehicles must be provided or made available through written agreements.
5. The operator of such facility must allow the City Administrator, or designee, access to monitor the operation for compliance with the city codes, any conditions of approval, and any other directives to mitigate impact to surrounding properties. If the director finds any deficiencies, the director must notify the operator and allow 30 days to bring the operation into compliance. If the operator fails to correct the deficiencies, the director is authorized to terminate the conditional use permit or occupancy permit. The operator may appeal the termination to the City Council.

Sec. 42-226. Transitional Housing Uses.

Such facilities must be located a minimum of 500 feet from another transitional housing facility located on a separate property.

DIVISION 16. CONDITIONAL USE PERMITS (for reference; no proposed text amendments)

Sec. 42-234. Purpose of Conditional Use Permits

The conditional use permit procedure is designed to provide the Planning and Zoning Commission and the City Council with an opportunity for discretionary review of requests to establish uses or construct structures which may not be specifically allowed in a given zoning district, but may be deemed desirable or in the public interest to locate in that zoning district. The purpose of the review is to determine whether the proposed location of the use or structure is consistent with the overall intent of the zoning district regulations and to permit the imposition of conditions designed to minimize or mitigate potential adverse effects. Conditional Use Permits do not constitute a zoning change and only allow for a designated use, on a specific lot or tract, within the established zoning district. Conditional Use Permits shall not be required within the Planned Unit Development "PUD" District.

Sec. 42-234.1. Procedures.

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

1. The Conditional Use Permit application shall contain the following information:
 1. The names, addresses, signatures, and contact information for both the applicant and, if applicable, the agent of the applicant.
 2. The legal description of the property;
 3. The zoning classification and present use of the property;
 4. A description of the proposed conditional use;
 5. A Site Plan in accordance with this Section;
 6. A statement describing how the proposed conditional use will comply with the applicable standards of this Section; and
 7. A statement describing how the proposed conditional use is to be designed, arranged, and operated will be submitted in order to ensure that future development, which is consistent with District regulations, will not be prevented or made unlikely and that the value, use, and reasonable enjoyment of such property will not be impaired or adversely affected.
2. Site Plan content.
 1. Approximate location of proposed and existing designated uses or buildings and other structures, including adjoining property, as well as parking and open areas shall be indicated for the proposed conditional use and adjacent property;
 2. Existing and proposed contours at vertical intervals of not more than five (5) feet referred to sea level datum. Flood plain areas shall be delineated;
 3. Approximate location of all isolated trees having a trunk diameter of six (6) inches or more, all tree masses and proposed landscaping/screening plan;

4. An elevation view of the site showing preliminary building form (new construction only);
5. Proposed ingress and egress to the site, including right-of-way and pavement width for proposed and existing streets;
6. A plan for the provision of sanitation and drainage facilities;
7. The location, lighting and type of signs and the relationship of signs to traffic control;
8. The location and number of required off-street parking areas; and
9. The location of existing utilities.

Sec. 42-234.2. Burden of Proof/Standards.

In presenting any application for a Conditional Use Permit, the burden of proof shall rest with the applicant to clearly establish that the proposed conditional use shall meet the following standards:

1. The proposed conditional use complies with all applicable provisions of the applicable District regulations.
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.
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:
 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.
4. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
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.

Sec. 42-234.3. Public Hearing.

1. The Planning and Zoning Commission in accordance with the provisions of this Article shall hold a public hearing on the application for a Conditional Use Permit.
2. Subsequent to the public hearing, the Community Development Director shall certify that the application is complete and shall prepare a report to the Planning and Zoning Commission. Upon receipt of said report and after the holding of a Public Hearing, the Commission shall recommend to the City Council approval or denial of the Permit.

Sec. 42-234.4. Approval or Denial of a Permit by the Planning and Zoning Commission.

1. In recommending approval of conditional uses, the planning and Zoning Commission shall impose such conditions as it determines necessary. Said conditions shall include but not be limited to the following:
 1. Permitted uses, including maximum floor area;
 2. Performance standards;
 3. Height limitations,
 4. Minimum yard requirements;
 5. Off-street parking and loading requirements;
 6. Sign regulations;
 7. Minimum requirements for Site Plans; and
 8. Time limitations for commencement of construction.
2. Upon denial by the Planning and Zoning Commission of an application for a Conditional Use Permit, the Community Development Director shall notify the applicant of such recommendation. If no appeal is filed, the application shall be deemed denied. No subsequent application for a Conditional Use Permit with reference to the same proposed use shall be filed by any applicant until the expiration of twelve (12) months after the denial.

Sec. 42-234.5. Appeal of Denial Recommendation.

Upon the recommendation of denial by the Planning and Zoning Commission of an application, the applicant may file an appeal with the City Council requesting a determination by that body. A Notice of Appeal shall be filed within ten (10) days after the Commission's hearing is concluded. An appeal shall be in writing and shall be filed in duplicate with the City Clerk. The applicant shall have an additional thirty (30) days to file the actual appeal. The appeal shall specifically state how the application, as initially filed or subsequently modified, meets the criteria set forth in these regulations.

Sec. 42-234.6. Protest of the Commission's Decision.

A protest against a proposed Conditional Use Permit may be filed in accordance with the provisions of this Article that address protest petitions for zoning cases.

Sec. 42-234.7. City Council Review.

In any case, subsequent to proper notification as described above, the City Council may affirm, reverse or modify, in whole or in part, any determination of the Planning and Zoning Commission.

Sec. 42-234.8. Permit Effective-When.

The Conditional Use Permit shall become effective upon approval by the City Council. In the event that some additional approval is required by some other governmental authority or agency, the permit request shall not be acted upon until that approval is received.

Sec. 42-234.9. Final Site Plans.

Subsequent to the effective date of the Conditional Use Permit, a Final Site Plan shall be submitted for review by the Community Development Director to determine compliance with the specified conditions of the permit. The plan shall contain the minimum requirements established in the conditions governing the permit. No building permits or authorization for improvement or development for any use requested under provisions of this permit shall be issued prior to the effective date of the Final Site Plan. The Final Site Plan shall be retained on file in the office of the Community Development Director.

Sec. 42-234.10. Procedure to Amend a Conditional Use Permit or Site Plan.

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

1. To amend a Conditional Use Permit
 1. The property owner or his/her/their agent shall submit a Conditional Use Permit Amendment application to request amendments to such a permit's conditions. The Community Development Director shall evaluate the request for consistency in purpose and content with the nature of the proposal as originally advertised for public hearing. A report shall be formulated that outlines the findings of such an analysis.
 2. The Community Development Director shall then forward the request and his/her report to the Planning and Zoning Commission. The Commission shall review the proposed amendments and file a report with the City Council in which the Commission shall recommend to grant, deny, or modify the requested condition amendments. If the Commission determines that the requested amendments are not consistent in purpose and content with the nature of the proposal as originally advertised for public hearing, the Commission may require that a new public hearing on the matter be held. If a new public hearing is ordered for the amendment, the amendment becomes a major amendment and the applicant must pay the major amendment fee listed in Section 42.143.1 of the Rolla Planning and Zoning Code. A public hearing shall be held for such proposals and the Community Development Department shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code.
2. To amend the Site Plan:
 1. The property owner or his/her/their agent shall submit a Conditional Use Permit Amendment application and an amended Site Plan in order for such an amended Site Plan to be considered for approval. The Community Development Director shall evaluate the request for consistency in purpose and content with the nature of the

proposal as originally approved by the City Council.

2. If the Community Development Director determines that the proposed amendment to the Site Plan is not in conflict with the Final Site Plan and meets all conditions of the Conditional Use Permit, the Community Development Director may approve said amended Plan. The approved Site Plan shall be retained on file in the office of the Community Development Director.
3. If the Community Development Director determines that the amended Site Plan is not consistent in purpose and content with the Final Site Plan, the Community Development Director shall report this conclusion to the applicant and the Planning and Zoning Commission. In which case, the entire review process for the submittal of Conditional Use Permits shall be conducted for the amendment's approval. If the entire Conditional Use Permit approval process is required for the amendment, the amendment to the site plan becomes a major amendment and the applicant must pay the major amendment fee listed in Section 42.143.1 of the Rolla Planning and Zoning Code. A public hearing shall be held for such proposals and the Community Development Department shall notify the public of the hearing and proposal according to the prescribed procedures and standards described in Section 42-143 of the Rolla Planning and Zoning Code.

Sec. 42-234.11. Time Limit of Conditional Use Permits.

Conditional Use Permits shall be valid for an unlimited period unless a lesser period shall be provided in a particular permit. Upon the expiration of the time limit specified in a particular permit, the property owner may request that the Conditional Use Permit be reviewed by the City Council, which may extend it for an unlimited period or for a specified additional period of years.

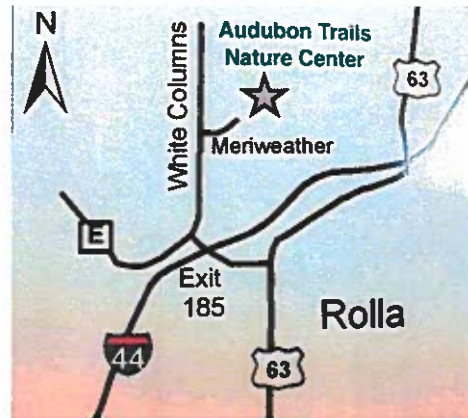
Sec. 42-234.12. Failure to Commence Construction.

Unless otherwise stated in the Conditional Use Permit, substantial work or construction shall commence within one (1) year of the effective date of the permit, unless such time period is extended through appeal to the City Council. If no extension of time is granted the permit shall terminate.



Ozark Rivers Audubon Nature Center & Trails

- Rolla's "Hidden Gem"
- Located at 550 Meriweather Court, just north of Miner Village and Missouri S&T campus, within walking distance of downtown Rolla
- 70 acres of natural environment, 5 miles of trail
- Large tract of remnant prairie ecosystem- very important for species diversity
- Newly added pavilion for gatherings and meetings
- Little Free Library



An important resource for our community

- Used by Missouri S&T students for research and practical applications
- Adjacent to the future site of the Missouri S&T Kummer Institute
- Home to the Rolla Outdoor Collaborative School
- Visited by school groups and local adult programs
- Close proximity to the city, nature immersive
- Walkable to Campus and Downtown, Connectable to the Acorn Trail
- A unique zone of biological diversity and habitat preservation



The Nature Center attracts visitors

- We estimate 10,000+ visitors per year.
- Many visitors are NOT from Rolla: I-44 travelers and birders stopping on the Great Missouri Birding Trail
- Out of state visitors bring tourism dollars for Rolla
- Annual Bird and Pollinator Festival & Native Plant Sale - attendance of 400



Missouri University of Science & Technology Partnership

- Used by six different Missouri S&T classes
- Approximately 120 students each semester
- 11 water monitoring wells installed by Missouri S&T provide real, hands-on experience in hydrology and geologic engineering
- Survey markers added for geophysical mapping provide advanced modeling capabilities for students. These have national defense applications by providing more accurate data points.



Rolla Outdoor Collaborative School (ROCS)

- Preschool, Homeschool and Afterschool programs
- Current enrollment of 50 children
- Future goals include increasing access to children for conservation education programs
- The ROCS program has increased awareness of the nature center



Successes of the Audubon Nature Center

- Entirely run on volunteer time, member contributions, and donations
- Newly constructed pavilion - \$130,000 facility
- 500 to 1000 volunteer hours each year
- Annual budget of approximately \$9,000 for nature center upkeep (equipment, utilities, restrooms, etc)
- Successful removal of thousands of cedar trees for habitat restoration
- Prescribed fires strengthen ecosystems and diversify native species



Prescribed Fire at the Nature Center - Thank you Rolla FD!



Future Goals for the Audubon Nature Center

Accessibility - increase the amount of paved trail and interpretive signage

Sustainability- install a concrete bridge that connects the trailhead to the northern section of the nature center

Habitat Preservation - continue with eradication of invasive species and prescribed fire to encourage species diversity

Recreation Trails Program (RTP) Grant - apply for federal funds to help pay for improvements - requires in-kind matches

Additional Grants - for transportation to increase access for children to the nature center and for nature conservation programming

Community Education - increase free educational programming for all community members

ARPA Funds can help with Accessibility and Sustainability Goals

Ozark Rivers Audubon will apply for a Recreational Trails Program (RTP) to fund construction of additional paved trail, a concrete bridge, and improved interpretive signage - Estimated value \$40,000 - \$70,000

The Ozark Rivers Audubon chapter will contribute cash, provide volunteer hours and expertise to support planning and implementation - Estimated value \$20,000

An investment by the City of Rolla will increase the number of contributing partners, demonstrate additional community support, and increase our match ratio (improve chances of funding) - Estimated support \$20,000

In Conclusion:

Please consider Audubon Nature Center for ARPA Funds

The City of Rolla benefits from the Ozark Rivers Audubon Nature Center as it adds to the value of being an attractive place to work and live. This investment will result in increased accessibility to the nature center, and long-term preservation of this important resource. This is a worthy project as the nearby developments will only increase visibility of the nature center and complement the growth of Rolla.



Thank you for your consideration!

Contact Information:

Ozark Rivers Audubon Chapter
P.O. Box 429, Rolla, MO 65401
info@ozarkrivers.org
www.ozarkriversaudubon.org

Gina Root
Board Member, Ozark Rivers Audubon
Director, Rolla Outdoor Collaborative School
director@rollaoutdoorschool.org
479-747-3514

Linda Frederick
Board Vice President & Nature Center Manager, Ozark Rivers Audubon
573-405-0212

SEPTEMBER 24

11:00AM - 3:00PM

Choices for People Center 1840 MO-72 E, Rolla, MO 65401



**ROYAL
OAK**



**GIVES
BACK**

9/24

PARTNERING WITH LOCAL CHARITIES
AND OUTREACH PROGRAMS

2022

AMATEUR

BACKYARD BURGER GRILLING TEAM

COMPETITION

- Any Amateur Backyard Grilling Team can enter the competition
- Ticket cost includes BBQ Lunch from Royal Oak Ambassador teams
- Raffles will be held during the event
- All proceeds to benefit Choices for People
- Royal Oak matches all monies raised for this event
- Kids entertainment

GRILL TEAM ENTRY

\$50.00



EVENT TICKET

\$10.00

For information or an entry form please contact: Laura Lieberman at llieberman@royaloak.com or 678-461-3222



Connecting People Through Choices

The Mission of Choices for People

Choices for People Center provides year-round support and instructional programs designed to aid individuals with disabilities in developing essential life skills. These skills promote inclusion, independence, self-sufficiency, and productivity; and aim to maximize the individual's quality of life in the least restrictive environment possible.

Choices for People Center assists in individual goal-oriented program planning, and acts as an advocate in the community through the removal of attitudinal, architectural, environmental, financial, employment-related, communicational, transportation, and other barriers.

For More Information

Website: choicesforpeople.org
Phone Number: (573) 364-7444
Address: Choices for People Center,
1840 MO-72 E, Rolla, MO 65401

What is the **Royal Oak Gives Back** initiative?

It is no secret that Royal Oak's team members are the backbone of our organization. Without our team member's dedication and commitment, we would not be as successful as we are. However, it is easy to overlook that our team members are part of larger communities around our Royal Oak locations, each community with its unique situation and needs.

Many of Royal Oak's team members are active in their community, often giving time or resources to support those in need. These individuals very much embody one of Royal Oak's core values: **"We serve our fellow team members, customers, and local communities."**



To further embody this value, Royal Oak started the **Royal Oak Gives Back initiative** to partner with a local non-profit in a community where our team members live and work.



1 Royal Oak Avenue, Roswell, GA 30076



ROYAL OAK

GIVES BACK

PARTNERING WITH LOCAL CHARITIES AND OUTREACH PROGRAMS

In support of our commitment to partner with *Choices for People*, we are hosting a **Backyard Burger COMPETITION!** Saturday, September 24, 2022

royaloak.com

General Information



Event Information



Sponsorship Information



Sponsorship Form

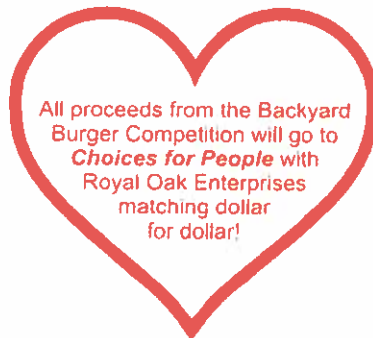


Date:
Saturday,
September 24, 2022

Time:
TBD

Location:
Choices for People Center
1840 MO-72 E
Rolla, MO 65401

- In support of our commitment to partner with Choices for People, we are hosting a Backyard Burger Competition.
- The competition is open to teams from the local community.
- Prizes will be awarded to the Top 3 Winners!
- A BBQ lunch will be provided by Royal Oak's official Pitmaster Ambassadors.
- In addition, there will be a Kids Zone as well as prizes and raffles for the entire family.
- This is a great way to partner with Royal Oak Enterprises as an official Sponsor for this charitable event.



- Platinum Sponsor: \$2,000**
- Recognition as Platinum Level Sponsor
 - Logo on ads, banners, and event flyers
 - Social media recognition
 - Recognition during event
 - 8 tickets to the event
 - 8 t-shirts

- Gold Sponsor: \$1,000**
- Recognition as Gold Level Sponsor
 - Logo on banner as official sponsor
 - 4 tickets to the event
 - 4 t-shirts
 - Royal Oak product bundle

- Silver Sponsor: \$500**
- Recognition as Silver Level Sponsor
 - Logo on event flyers
 - 2 tickets to the event
 - 2 t-shirts

- Platinum Sponsor - \$2,000
- Gold Sponsor - \$1,000
- Silver Sponsor - \$500

____ Company Name

____ Contact Name

____ Address

____ City/State/Zip

____ Phone Number

____ Email

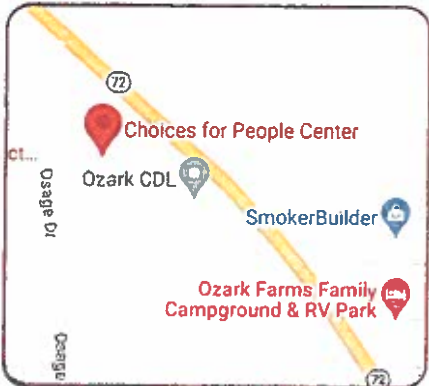
Mail sponsorship form to:
Royal Oak Enterprises
Attn: Joanne Milam
1 Royal Oak Avenue
Roswell, GA 30076

Make checks payable to Royal Oak Enterprises
royaloak.com

For questions regarding sponsorships or payments, contact **Joanne Milam** at jmilam@royaloak.com



All sponsorship forms are due by Friday, August 12, 2022



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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: Socket Telecom LLC ROW Use Agreement

BUDGET APPROPRIATION

DATE: 9/19/22

COMMENTARY:

In February 2018 city council approved an ordinance updating chapter 36 specifically dealing with users of city Right of Ways (ROW). Part of that update requires any new users of the ROW to obtain a ROW Use Agreement. Since the passing of that ordinance, Socket is the first entity to apply for a ROW Use Agreement. A copy of the proposed agreement and applicable sections of chapter 36 are included for your review. Staff is recommending a final reading of the an ordinance to authorize the mayor to sign the ROW Use Agreement with Socket Telecom LLC.

ITEM NO. IIIA1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND SOCKET TELECOM, LLC.

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 Socket Telecom, LLC., a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will be 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 19TH DAY OF SEPTEMBER 2022.

APPROVED:

MAYOR

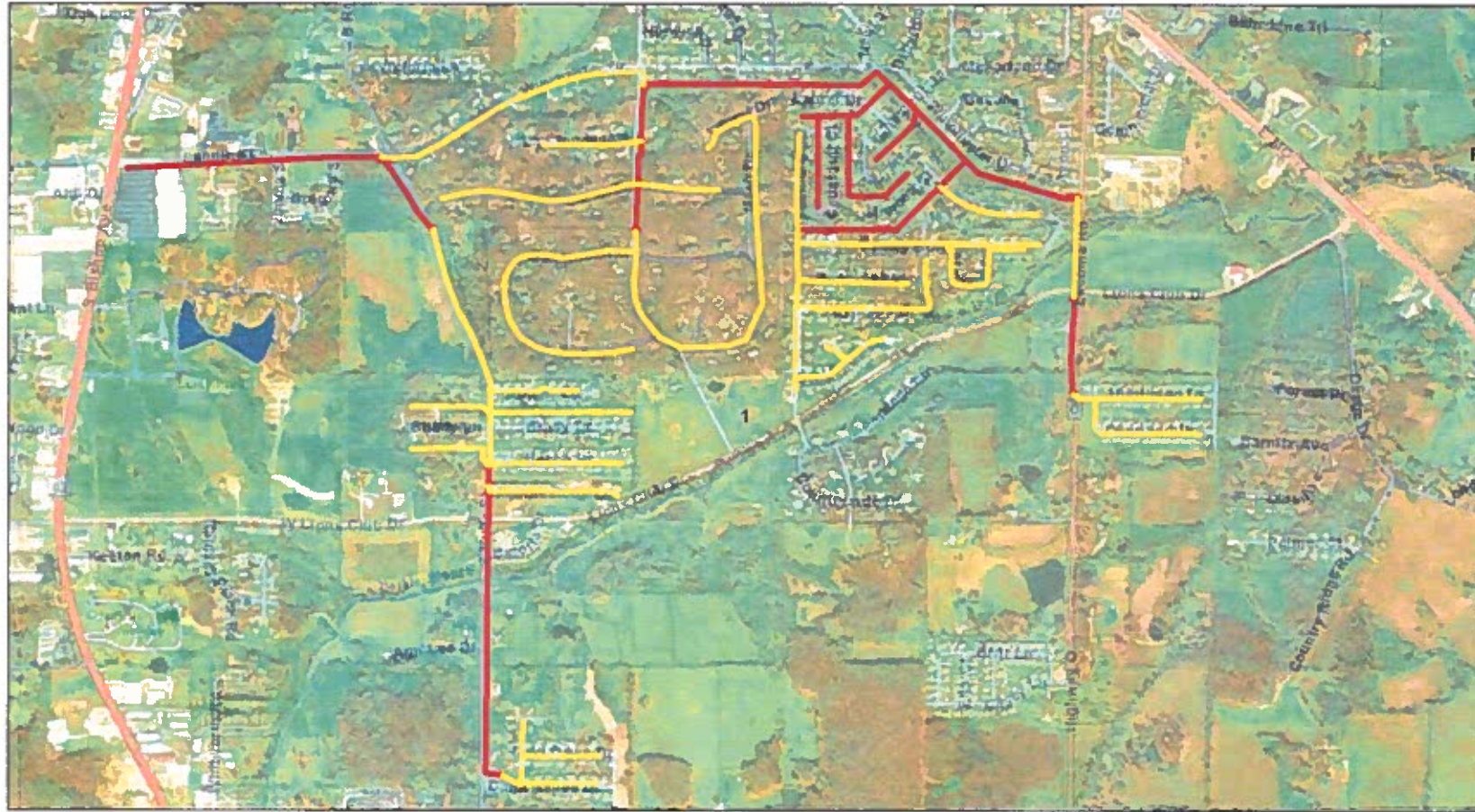
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT B



Date: 8/29/2022
SOCKET TELECOM, LLC
2703 CLARK LANE
COLUMBIA, MO 65203
573-817-0000

Page Index
Rolla, MO
Rolla_Residential_Path_Overview
FTTX Design Plans

Legend
Fiber Type
SymbolID
Aerial
Underground
Page Boundary

1 inch = 1,251 feet
0 500 1,000 2,000 Feet

EXHIBIT A

**RIGHTS-OF-WAY USE AGREEMENT
FOR COMMUNICATIONS FACILITIES**

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, Socket Telecom, LLC, a **Missouri Limited Liability Corporation** (the "Licensee"), and the City of Rolla, Missouri, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way ("Rights-of-Way" or "ROW") for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth herein and in the Code of Ordinances of the City, including specifically Chapter 36, and as may be amended (the "Code" or "ROW Code"). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications"** The transmission via the Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **“Communications Service”** The transmission of writing, signs, signals, pictures, sounds, or other forms of intelligence through wire, wireless, or other means, including, but not limited to, any “telecommunications service,” “enhanced service,” “information service,” or “Internet Service,” as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Facilities, apparatus (Communications Facilities), and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include “video services” as defined in § 67.2677 RSMo. The term “Communications Service” does not include the rental of conduit or physical facilities, which if proposed must be expressly and separately approved in Exhibit A below or sought directly by such third party from City. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations, and/or approvals of federal, state, and local law and shall have on file with the City such authorization to provide such services prior to commencement.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of the ROW Code and other applicable ordinances and law including Utility Standards of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of its Facilities including excavation, building, electrical, zoning, etc. before installation of its Facilities within the ROW.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal, in the Rights-of-Way and gives only the right to occupy the City’s Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use Facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the Facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on Facilities controlled or owned by the City, Rolla Municipal Utilities (“RMU”), or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying **Communications Service** within the City. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement, between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license, certification, grant, registration, or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as provided in Exhibit A, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Facilities are subject to prior City approval and consent. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The Licensee shall construct and maintain its Facilities in accordance with all applicable federal, state, and local laws, codes, and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee's Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.5 No Interference/Notification Requirements. Licensee shall construct and maintain its Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. Reasonable notification shall include at least two of the following: door hangars, newspaper posting, posting on City website, and advertising on the local radio. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation, and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Facilities available to other licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of its Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized, and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating its Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in Section 7.6, below. The Licensee shall be subject to pay the City reasonable compensation for use of the Rights-of-Way where such a fee is not contrary to applicable law and where established by the City Council.

SECTION 3. TERM

3.1 Term. This Agreement shall be effective for a term of ten (10) years from the Effective Date, and shall continue from year to year thereafter, unless terminated by either party with ninety (90) days prior written notice to the other of an intent to terminate this Agreement following the Initial Term, provided in no circumstance shall this Agreement be effective for longer than twenty (20) years and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

SECTION 4. TAXES

4.1 Taxes. The Licensee agrees to pay all legally applicable taxes including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a breach of this Agreement. Nothing in this Agreement is intended to alter, amend, modify, or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise prohibited by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably

withheld, conditioned, or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days' prior written notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment, or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and/or privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments, and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept, and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet, or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee's installed Facilities for the benefit of its customers of its Communications Services provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 Forfeiture. In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if the Licensee loses authority to provide its Communication Services or do business within the City under applicable law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the City Council present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement;

setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 36-28.i of the City Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$3,065,952.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Administrator. The City's additional insured coverage shall have no deductible. **The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with Public Works an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City or RMU poles or other facilities.**

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit, or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction

performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with Public Works an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City or RMU poles or other facilities.** Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the ROW, equipment within the ROW, or otherwise by Licensee's use of the ROW.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall be liable to pay the City its costs of enforcement, including reasonable attorneys' fees, enforceable by a judicial action, if so necessary.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 36-30 of the ROW Code, the City may in its exercise of the public interest require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall underground any of its Licensee's Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Facilities to be relocated and a reasonable time to relocate such Facilities. Reasonable time shall be at least 6 months. Licensee shall forthwith remove, adjust, or relocate such Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Facilities and the Licensee and its Surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate its Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by the Licensee pursuant to said person's request. If any Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City

or its contractors may relocate the Facilities and the Licensee and its Surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate its facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate its Facilities.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by the City, or for the failure of the City to have the authority to grant all, or any part, of the rights herein granted; provided that Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power or authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement. Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Indemnification. Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City), and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors, or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring, or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents, or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or

termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification Section or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent (1.5%) interest per month until fully paid.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request, or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

__ Socket Telecom, LLC ATTTN: Matt Kohly

__ 2703 Clark Lane _____

__ Columbia, MO 65202 _____

If Notice to City:

City of Rolla, Missouri
Attn: City Administrator
901 North Elm Street
Rolla, MO 65401

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail, or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal, or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to any subsequent breach or default of the same term or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right, or condition of this Agreement constitutes a general waiver or relinquishment of the term, right, or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties (“Effective Date”). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF ROLLA, MISSOURI

Dated: _____

ATTEST:

City Clerk

Socket Telecom, LLC

By: _____

(CORPORATE SEAL)

Name: _____

Title: _____

Date: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____, 2022, by _____, on behalf of Socket Telecom, LLC. This person is personally known to me or has produced _____ as identification.

(Signature of Notary taking Acknowledgment)

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT A

SPECIAL CONDITIONS

The following special conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement to the contrary:

1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities, including (1) when and where nearby similar facilities exist above ground or (2) when conditions are such that underground construction is impossible, impracticable, or economically unfeasible, as determined by the City. Above-ground Facilities authorized for good cause shall, in the City's reasonable judgment be limited to construction and Facilities having minimal detrimental impact on the area where construction is proposed. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance, and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.
2. Licensee acknowledges and agrees that pursuant to its obligation to pay all applicable taxes it shall pay the City's license tax as a provider of telephone services, if applicable, and shall remit to the City such tax on gross receipts of its business as required by Chapter 16 of the Code of the City of Rolla, Missouri, or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.
3. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf identified on the Rights-of-Way permit application or otherwise to the City) shall not authorize third parties without a valid license, Rights-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on its Facilities or have physical access thereto in the Rights-of-Way.
4. Licensee acknowledges and agrees that it will have 683 linear feet of underground, and 8958 linear feet of aerialfiber Facilities installed within the City Rights-of-Way for the purposes herein as depicted on Exhibit B attached hereto and incorporated herein.
5. For purposes of clarification only, a document providing Communication Service or the means of providing Communication Service to a third party as authorized herein but nominated or referred to as lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of providing a Communication Service, solely because of such nomenclature or reference provided

it otherwise complies with the requirements of this Agreement and meets the following conditions:

- Does not provide the third-party with an ownership or property interest in or any form or type of title in the ROW, ROW Agreement, or any Facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own, control, maintain, modify, physical access, or revise the Facilities in the ROW, whether specific Facilities or not; and
- Does not grant any rights or remedies as against the City and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

Sec. 36-26. Franchise, ROW Use Agreements, or Licenses required.

a. *Franchise, ROW Use Agreement, or License.*

1. ***Franchise.*** A Franchise shall be obtained in conformance with all applicable Franchise procedures for any ROW user seeking to use the rights-of-way for the purpose of providing, transporting, or distributing electricity, gas, water, steam, lighting, energy, or sewer service to any person or area in the city's limits and boundaries.
2. ***ROW Use Agreement.*** A ROW Use Agreement shall be required for all other ROW users, except as provided herein or otherwise required by law. A ROW Use Agreement shall conform to all applicable laws and requirements, including as provided herein, but shall not be subject to procedures applicable to Franchises.
3. ***License for Incidental Uses.*** Persons desiring to install an incidental use, which includes installation of temporary structures or minor incidental uses in the rights-of-way, such as driveway aprons, ingress or egress facilities, and similar incidental uses that utilize a small area of the rights-of-way and serves the principal structure, may be permitted without a Franchise or ROW Use Agreement pursuant to a License issued by the Director of Public Works. The Director of Public Works shall have discretion to establish such application, requirements, and conditions applicable to such uses consistent with the purposes of Articles III-VI or as otherwise established by law. The applicant shall be required to pay an application fee and an inspection fee as established by the Director of Public Work. Any person granted a License hereunder shall be subject to the applicable requirements of Articles III-VI. Unless otherwise stated in the License, a License shall be for an indefinite time and shall be revocable at any time on written notice in the public interest by the city.

b. ***Condition Precedent to ROW Permit.*** Unless otherwise required by applicable law, no ROW Permit required under Article IV may be issued to any person unless or until such person has a valid Franchise, ROW Use Agreement, or License with the city that authorizes that person's use of the rights-of-way. Unless prohibited by applicable law, in addition to any other reason provided herein, the Director of Public Works may deny a ROW Permit to any person that does not have a valid Franchise, ROW Use Agreement, or License with the city.

c. ***Grant and Nature of Approval; Terms and Compensation.*** The authority granted by the city pursuant to any ROW Use Agreement, Franchise, or License shall be for non-exclusive use of the city's rights-of-way. Such grant does not in any way limit the continuing authority of the city through the proper exercise of its statutory powers to adopt and enforce ordinances necessary to provide for the health, safety, and welfare of the public. The granting of any ROW Use Agreement, License, or Franchise by the city shall not be deemed to create any property interest

of any kind in favor of the ROW user, nor shall it create any relationship of agency, partnership, joint venture, or employment between the parties.

Sec. 36-28. General Row obligations.

- a. *Compliance with Laws.* Each ROW user shall comply with all applicable federal and state laws and regulations and rules as well as all city ordinances, resolutions, rules, and regulations heretofore and hereafter adopted or established.
- b. *Zoning, Safety, and Building Code Compliance.* ROW users shall at all times be subject to the lawful exercise of the police powers of the city, including but not limited to all police powers regarding zoning, supervision of the restoration of the rights-of-way, building and safety regulations, and control of the rights-of-way currently in effect or as may be amended. Installation of all facilities in the rights-of-way are subject to and must be in compliance with all applicable zoning and safety and building code requirements. For applications for installation of any facility in the rights-of-way, the most restrictive adjacent underlying zoning district classification shall apply unless otherwise specifically zoned and designated on the official zoning district map.
- c. *No Warranties.* The city makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of facilities on any particular segment of rights-of-way and shall not be liable for any damages therefrom. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon the ROW user. The ROW user shall be solely liable for any damages to facilities or other property due to excavation, facilities maintenance, or other work performed prior to obtaining the location of all facilities that have been properly identified prior to such work. The ROW user shall not make or attempt to make repairs, relocation, or replacement of damaged or disturbed facilities without the approval of the owner of the facilities.
- d. *No Waiver.* No action or omission of the city shall operate as a future waiver of any rights of the city under Articles III-VI. Except where rights are expressly granted or waived by a ROW Permit, ROW Use Agreement, Franchise, or License they are reserved, whether or not expressly enumerated.
- e. *No Cause of Action Against the City.* As a condition for use of the rights-of-way, a ROW user shall have no damages, remedy, or monetary recourse whatsoever against the city for any loss, cost, expense, or damage arising from any of the provisions or requirements of any ROW Use

Agreement, Franchise, or License, or because of the enforcement thereof by the city, or from the use of the rights-of-way. Nothing herein shall preclude the ROW user from seeking injunctive or declaratory judgment relief against the city where such relief is otherwise available, and the requirements therefor are otherwise satisfied.

- f. *Maintenance of Facilities.* Each ROW user shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state, and local requirements.
- g. *Subordinate Use.* The ROW user's use shall be, in all situations, subordinate and subject to public municipal use.
- h. *Responsible for Subcontractors.* If excavation or facilities maintenance is being done for the ROW user by another person, a subcontractor or otherwise, the ROW user shall be responsible for ensuring that the excavation or facilities maintenance of said person is performed consistent with its ROW Permit and applicable law (including that the contractor shall be properly licensed under the State of Missouri and local ordinances) and shall be responsible for promptly correcting acts or omissions by said person.
- i. *Insurance; Exceptions.* Except as provided in this section, each ROW user shall provide, at its sole expense, and maintain during the term of any ROW Use Agreement or Franchise or anytime the ROW user has facilities in the ROW, commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the city, with a rating by Best of not less than "A", that shall protect the ROW user, the city, and the city's officials, officers, and employees, from claims which may arise from such use of the ROW, whether such operations are by the ROW user, its officers, directors, employees, and agents, or any contractors or subcontractors of the ROW user. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all ROW user's operations, products, services, or use of automobiles or construction equipment. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall be in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; provided that nothing herein shall be deemed to waive the city's sovereign immunity. An endorsement which states that the city as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days' advance written notice of such event being given to the Director or Public Works. If the person is self-insured, it shall provide the city proof of compliance regarding its ability to self-insure and proof of its ability to provide coverage in the above amounts. The insurance requirements in this section or otherwise shall not apply to a ROW user to the extent and for such period as the ROW user is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the city clerk an affidavit certifying that ROW user has twenty-five million dollars (\$25,000,000.00) in

net assets and does not have a history of permitting noncompliance with the City. Additionally, in accordance with § 67.5121(3), a self-insured ROW user shall not be required to obtain insurance naming the city as an additional insured solely to the extent such ROW user is utilizing "Small Wireless Facilities" as defined in the Uniform Small Wireless Facility Deployment Act within the ROW. This exception to the city's insurance requirements shall only apply as related to "Small Wireless Facilities" and shall not otherwise alter the obligations of a ROW user to provide appropriate insurance to the city for any other activities or operations. The city may waive any and all requirements under this subsection when deemed to be lawful and in the public interest.

j. *Performance and Maintenance Bonds.*

1. *Bond Required.* Prior to any work, a ROW user shall establish in the city's favor a performance and maintenance bond in an amount to be determined by the Director of Public Works to guarantee the restoration of the rights-of-way as more fully provided in Section 36-77. The bond shall continue in full force and effect for a period of forty-eight (48) months following completion of the work. The Director may waive this requirement when the work involves, as determined in the sole discretion of the Director, no or only minor disruption or damage to the rights-of-way.
2. *Failure to Satisfactorily Complete Restoration.* If a ROW user fails to complete the restoration work in a safe, timely, and competent manner or if the completed restorative work fails without remediation within the time period for the bond (as determined by the Director of Public Works), then after notice and a reasonable opportunity to cure, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the ROW user and the cost of completing work in or restoring the rights-of-way, up to the full amount of the bond. The city may also recover against the bond any amount recoverable against a security fund or letter of credit where such amount exceeds that available under a security fund or letter of credit.
3. *Bond Terms.* The bond shall be issued by a surety with an "A" or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition, shall be subject to the approval of the city's attorney and shall contain the following endorsement: "This bond may not be cancelled or allowed to lapse until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."
4. *Exception.* The city may waive any and all requirements under this subsection when deemed to be lawful and in the public interest. Further, in lieu of the bond required

herein, the ROW user may establish in the city's favor such other security as the Director of Public Works may determine to be commensurate with the noted bonding requirements including, but not limited to, an annual bond to be maintained in the minimum amount of twenty-five thousand dollars (\$25,000.00). The bond requirements in this section or otherwise shall not apply to a ROW user to the extent and for such period as the ROW user is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the city clerk an affidavit certifying that ROW user has twenty-five million dollars (\$25,000,000.00) in net assets and facts otherwise demonstrating the ROW user is exempted, unless otherwise provided by a ROW Use Agreement or Franchise or the city determines such exemption has not been adequately shown. Additionally, in accordance with § 67.5121(4), the bonds required for "Small Wireless Facilities" as defined in the Uniform Small Wireless Facility Deployment Act shall not exceed one thousand five hundred dollars (\$1,500.00) per "Small Wireless Facility" or more seventy-five thousand dollars (\$75,000.00) for all "Small Wireless Facilities" within the ROW of a ROW user. This exception to the city's bonding requirements shall only apply as related to such "Small Wireless Facilities" and shall not otherwise alter the obligations of a ROW user to provide appropriate bonds to the city for any other activities or operations.

- k. *Indemnification.* Any person performing excavation or a ROW user as a condition of use of the rights-of-way shall at its sole cost and expense fully indemnify, protect, defend (with counsel acceptable to the city), and hold harmless the city, its municipal officials, officers, employees, and agents, from and against any and all claims, demands, suits, proceedings, and actions, liability, and judgment by other persons for damages, losses, costs, and expenses, including attorney fees, arising, directly or indirectly, in whole or in part, from the action or inaction of the person performing excavation or ROW user, its agents, representatives, employees, contractors, subcontractors, or any other person for whose acts the person performing excavation or ROW user may be liable, in constructing, operating, maintaining, repairing, restoring, or removing facilities or other structures, or use of the rights-or-way or the activities performed, or failed to be performed, by the person performing excavation or ROW user under Articles III-VI or applicable law, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the city, its elected officials, officers, employees, agents, or contractors. Nothing herein shall be deemed to prevent the city, or any agent from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the person from the duty to defend against liability or its duty to pay any judgment entered against the city or its agents. This indemnification shall survive the expiration or termination of any ROW Use Agreement, Franchise, License, or ROW Permit. Provided however, that in accordance with § 67.5121(2), a ROW user which is a Wireless Provider, for and in relation to that the Wireless Provider's operation of a "Small Wireless Facility" as defined in the Uniform Small Wireless Facility Deployment Act within the ROW, shall only indemnify and hold the city, its officers and employees, harmless against any damage or personal injury caused by the negligence of the ROW user, its employees, agents, or contractors.

- I. *ROW User Responsible for Costs.* The ROW user shall be responsible for all reasonable costs borne by the city that are directly associated with ROW user's installation, maintenance, repair, operation, use, and replacement of its facilities in the rights-of-way that are not otherwise accounted for as part of the ROW Permit fee established pursuant to Article IV, or other applicable application fee with respect to a ROW user's request to place facilities in the ROW, to the extent permitted by law. All such costs shall be itemized, and the city's books and records related to these costs shall be made available upon request of the ROW user. (Ord. 4469, §1)

Sec. 36-29. Facility location requirements.

- a. *Exclusion of Certain Locations/Facilities.* To the extent permitted by applicable law, the Director of Public Works may designate certain locations or facilities in the rights-of-way to be excluded from use by the ROW user, including but not limited to, ornamental or similar specially-designed street lights or other facilities or locations which, in the reasonable judgment of the Director of Public Works cannot safely bear the weight or wind loading thereof, or any other facility or location that in the reasonable judgment of the Director of Public Works would be rendered unsafe or unstable by the installation; provided, however, that pursuant to R.S.Mo. 67.5112(6), a wireless provider shall be permitted to replace decorative poles when necessary to collocate a Small Wireless Facility so long as any such replacement pole reasonably conforms to the design aesthetics of the decorative poles being replaced. The Director of Public Works may further exclude certain other facilities that have been designated or planned for other use or are not otherwise available for use by the ROW user due to engineering, technological, proprietary, legal, or other limitations or restrictions as may be reasonably determined by the city. In the event such exclusions conflict with the reasonable requirements of the ROW user, the city will cooperate in good faith with the ROW user to attempt to find suitable alternatives, if available, provided that the city shall not be required to incur financial cost nor require the city to acquire new locations for the ROW user.
- b. *Location, Type, and Design of Facilities Subject to Approval.*
 1. *Review Required.* The design, location, and nature of all facilities shall be subject to the review and approval of the Director of Public Works. Such review shall be on a non-discriminatory basis in application of city policy and approvals shall not be unreasonably withheld. City height limitations, applicable zoning restrictions, and general city policies with regard to all users of the rights-of-way shall be applicable to all facilities. The Director of Public Works may establish regulations or policies as may be deemed

necessary or appropriate to affect this provision.

2. *Underground and Collocation of Facilities Required; Exceptions.* Except as provided herein or where prohibited by applicable law, no person may erect, construct, or install new poles or other facilities above the surface of the rights-of-way without the written permission of the city based on good cause established by applicant and found by the city. In addition, all new fiber optics, coaxial, and similar cable facilities shall be located within existing conduit, trenches, or other facilities to minimize unnecessary use of rights-of-way space, reduce potential existing or future interference and obstructions, and to reduce the cost to the public or others therefrom, and to maximize the public's ability to use and license appropriate private or public uses of the rights-of-way in the public interest except where preempted by law or where good cause is established and written permission granted by the city. Such permission may be granted by the city council when other similar facilities exist above-ground and conditions are such that underground construction is impossible, impractical or unfeasible, as determined by the city, and when in the city's judgment the above-ground construction has minimal aesthetic impact on the area where the construction is proposed. Where reasonable and appropriate and where adequate rights-of-way exists, the ROW user shall place above-ground facilities underground in conjunction with city capital improvement projects and/or at specific locations requested by the city provided that such placement is practical, efficient, and economically feasible. New utility poles and related ground mounted equipment shall be permitted to be installed above ground; provided, however, that to ensure unobstructed pedestrian use and city maintenance of the ROW and minimize visual obstructions for vehicular traffic, a new utility pole and any ground mounted equipment related to that utility pole or the equipment thereon shall not be installed within one hundred and fifty feet (150') of another utility pole or other ground mounted equipment on the same side of the ROW. A replacement utility pole that is installed in lieu of an existing utility pole and is installed within ten feet (10') of the existing utility pole, shall not be considered a new utility pole subject to the spacing requirements herein. Such spacing regulations as applied to that specific site may be altered by the City Administrator upon good cause shown by the applicant including: (1) when and where nearby utility poles exist that are spaced closer than one hundred and fifty feet (150') apart; (2) when conditions are such that no existing structure is available for placement of facilities; and (3) the utility pole can be placed to be minimally visually intrusive.

Sec. 36-30. Relocation of facilities.

- a. **City Required Relocation.** The ROW user shall promptly remove, relocate, or adjust any facilities located in the rights-of-way as directed by the city when such is required by public necessity, or public convenience and security require it, or such other findings in the public interest that may require relocation, adjustment, or removal at the cost of the ROW user. Such removal, relocation, or adjustment shall be performed by the ROW user within the time frames established by the city and at the ROW user's sole expense without any expense to the city, its

employees, agents, or authorized contractors and shall be specifically subject to rules, regulations, and schedules of the city pertaining to such.

- b. **Emergency Exception.** In the event of an emergency or where construction equipment or facilities create or are contributing to an imminent danger to health, safety, or property, the city may, to the extent allowed by law, remove, re-lay, or relocate such construction equipment or the pertinent parts of such facilities without charge to the city for such action or for restoration or repair. The city shall attempt to notify the person having facilities in the rights-of-way prior to taking such action, but the inability to do so shall not prevent the same. Thereafter, the city shall notify the person having facilities in the rights-of-way as soon as practicable.
- c. **Abandonment Exception.** Rather than relocate facilities as requested or directed, a ROW user may abandon the facilities if approved by the city as provided below in this section.
- d. **ROW User Responsible for Damage.** Any damages suffered by the city, its agents, or its contractors to the extent caused by the ROW user's failure to timely relocate, remove, or adjust its facilities, or failure to properly relocate, remove, or adjust such facilities, shall be borne by the ROW user. Where the ROW user shall fail to relocate facilities as required by the city, the city may, but shall not be required to, upon notice to the ROW user remove the obstructing facilities with or without further delay and the ROW user shall bear all responsibility and liability for the consequences therefrom, and the city shall bear no responsibility to the ROW user or others for damage resulting from such removal.
- e. **No Vested Rights.** No action hereunder shall be deemed a taking of property and no person shall be entitled to any compensation therefor. No location of any facilities in the rights-of-way shall be a vested interest or property right.
- f. **Abandoned Facilities; Removal.** A person owning abandoned facilities in the rights-of-way must not later than thirty (30) days of notice or of abandonment remove its facilities and replace or restore any damage or disturbance caused by the removal at its own expense. The Director of Public Works may upon written application and written approval allow underground facilities or portions thereof to remain in place if the Director determines that it is in the best interest of public health, safety, and general welfare to do so. The city shall be entitled to all costs of removal and enforcement for any violation of this provision.
- g. **Nuisance.** Facilities abandoned or otherwise left unused in violation of Articles III-V are deemed to be a nuisance. The city may exercise any remedies or rights it has at law or in equity, including, but not limited to, (a) abating the nuisance, (b) taking possession and ownership of the facility and restoring it to a useable function, or (c) requiring the removal of the facility by the ROW user. (Ord. 4469, §1)

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: MoDOT TAP Grant Agreement

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 9/19/2022

COMMENTARY:

Attached is an Ordinance authorizing the Mayor to enter into the included Missouri Highways and Transportation Commission Transportation Alternatives Funds Agreement.

This agreement provides funding for a new sidewalk on State Route E from Dana Court to an existing sidewalk at Vista Drive. There are frequent pedestrians walking from the residential areas along the shoulder on this section of E.

The estimated cost for these improvements is \$550,842. This is an 80 percent grant with the State grant providing up to \$440,673.60. Phelps County has also pledged \$50,000 for the project. The city will be responsible for the remaining estimated \$60,168.40. City staff will also design, bid and manage the construction of the project.

Attached is a location map and estimate for the project as well as the agreement and ordinance authorizing the project.

Staff recommends passage of the Ordinance.

ITEM NO. _____ IIB1

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 TRANSPORTATION ALTERNATIVE FUNDS PROGRAM AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR APPROXIMATELY 3,000 FEET OF PEDESTRIAN IMPROVEMENTS.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri Transportation Alternative Funds Program Agreement between the City of Rolla, Missouri and Missouri Highways and Transportation Commission to construct approximately 3,000 feet of pedestrian improvements, 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 19th DAY OF SEPTEMBER 2022.

APPROVED:

MAYOR

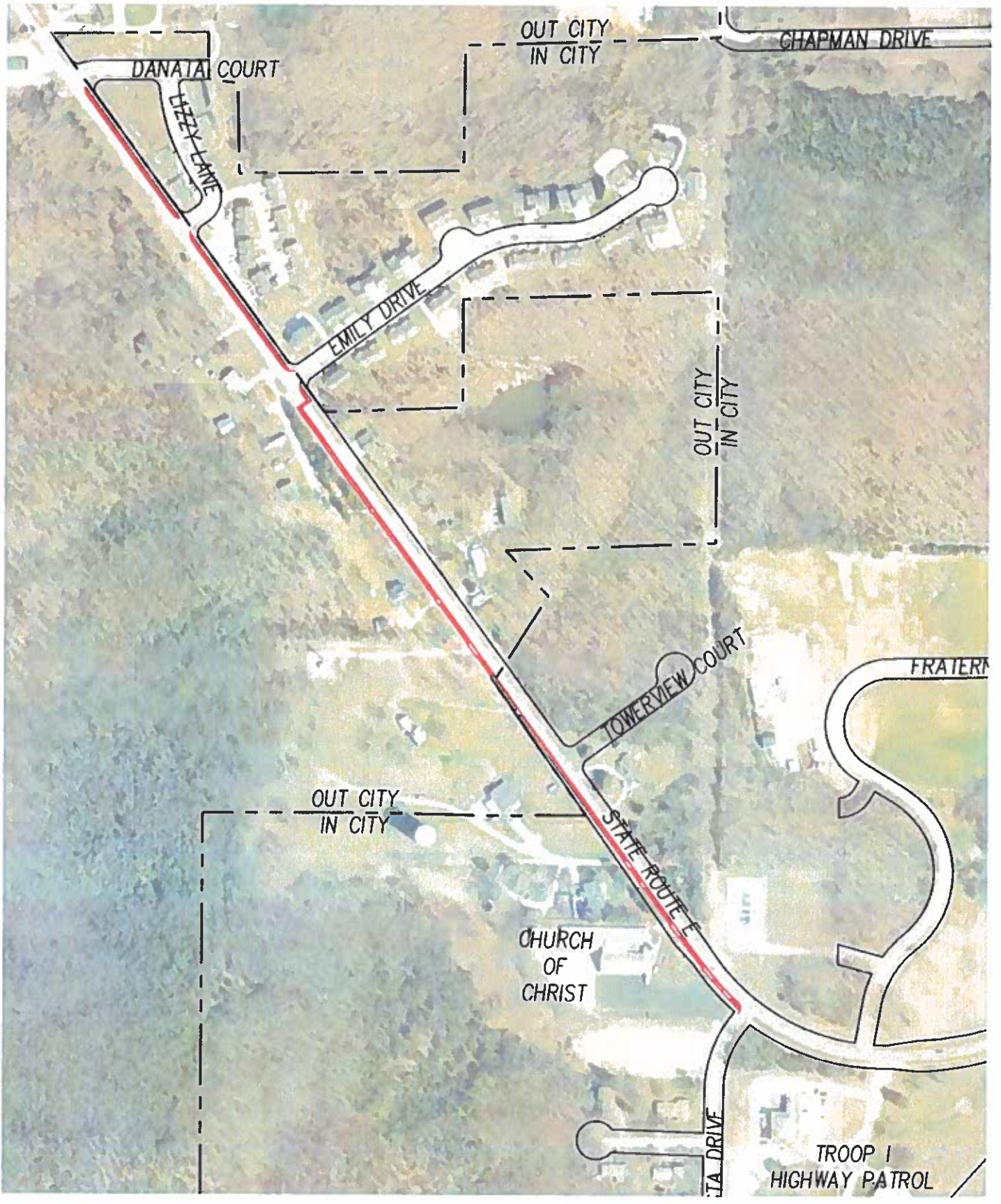
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

ROUTE E SIDEWALK IMPROVEMENTS PROPOSED LAYOUT



Route E Sidewalk Improvements					
Item No	Description	Unit	Qty	Unit Price	Amount
1	mobilization	ls	1	\$16,000.00	\$16,000.00
2	temporary traffic control	ls	1	\$30,000.00	\$30,000.00
3	clearing and grubbing	ac	1	\$3,000.00	\$3,000.00
4	embankment in place	cy	800	\$20.00	\$16,000.00
5	erosion control	ls	1	\$8,000.00	\$8,000.00
6	precast drop inlet type T	ea	10	\$5,000.00	\$50,000.00
7	5'x5' drop inlet type S	ea	1	\$6,000.00	\$6,000.00
8	18" RCP	lf	1750	\$70.00	\$122,500.00
9	4" thick 6' sidewalk	sf	15508	\$7.00	\$108,556.00
10	6" thick concrete driveway	sf	2497	\$8.00	\$19,976.00
11	3' type B barrier curb	lf	2630	\$40.00	\$105,200.00
12	truncated domes	sf	207	\$50.00	\$10,350.00
13	seeding	ac	1.0	\$10,000.00	\$10,000.00
14	asphalt patch BP-1	ton	110	\$90.00	\$9,900.00
15	aggregate base	ton	868	\$20.00	\$17,360.00
16	rapid flashing ped signals (pair)	ls	1	\$18,000.00	\$18,000.00

Construction total cost: \$550,842.00

Exhibit A

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 03/17 (MWH)
Modified:

FDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 3100 ()
Award Year: FY 2022
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT

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

WITNESSETH:

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

(1) **PURPOSE:** The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the (City).

(2) **LOCATION:** The transportation alternatives funds which are the subject of this Agreement are for the project at the following location:

Construct approximately 3,000 feet of pedestrian improvements in the City of Rolla

The general locations of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) **REASONABLE PROGRESS POLICY:** The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable

progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

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

furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and

made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specifications prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% percent not to exceed four hundred and forty thousand six hundred and seventy-three dollars and 60/100 (\$440,673.60). The calculated federal share for seeking federal

reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

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

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) OMB AUDIT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this day of _____.

Executed by the Commission this day of _____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF ROLLA

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

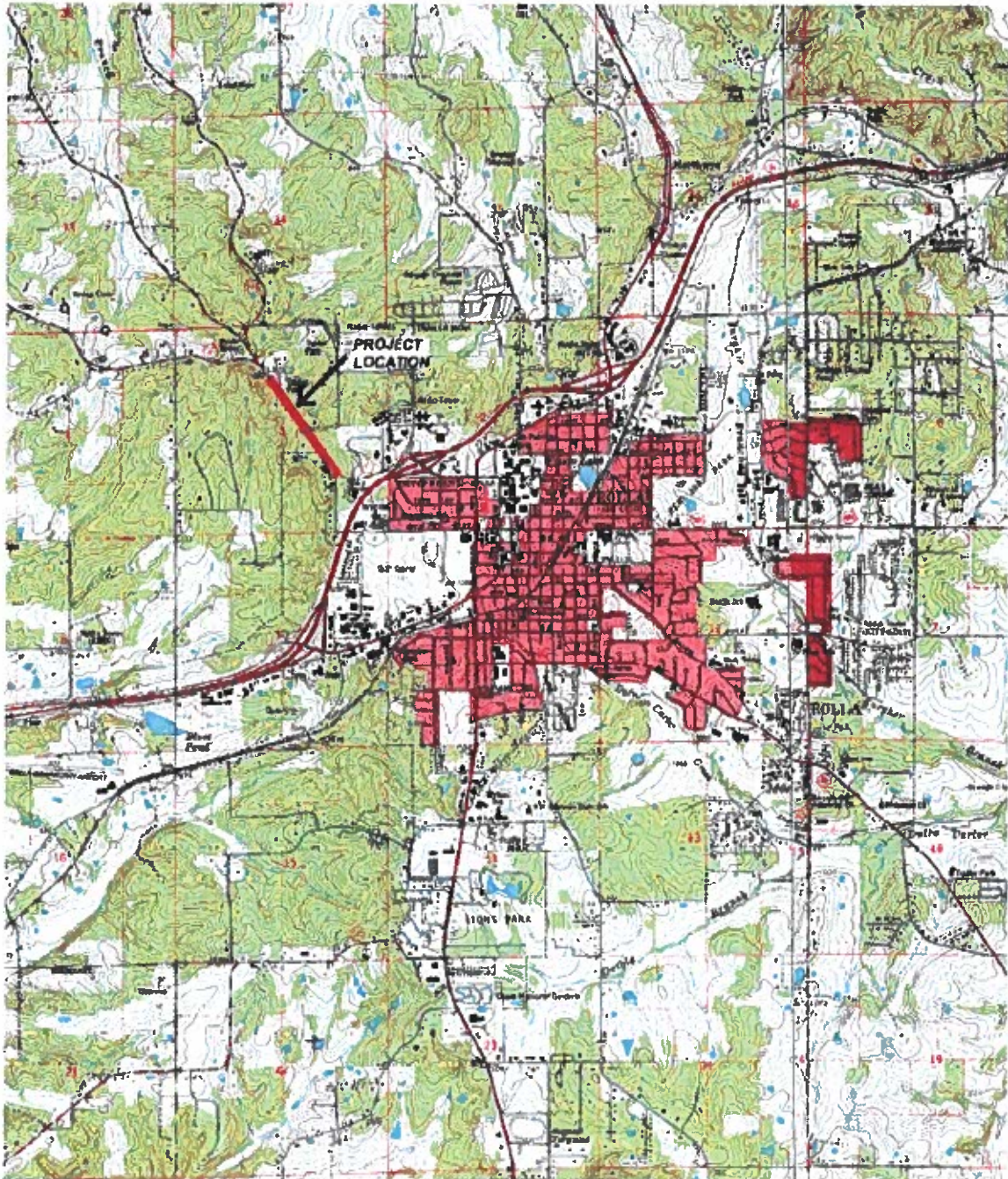
Title _____

Ordinance No _____

Exhibit A - Location of Project

Attachment B - Project Information

ROUTE E SIDEWALK IMPROVEMENTS QUAD MAP LOCATION



**PHELPS COUNTY, MISSOURI
ROLLA QUADRANGLE - 1992
TOWNSHIP 37 NORTH, RANGE 8 WEST, SECTION 3**

Exhibit B – Project Schedule

Project Description: TAP 3100 ()

Construct approximately 3,000 feet of pedestrian improvements in the City of Rolla

Task	Date
Date funding is made available or allocated to recipient	9/1/2022
Solicitation for Professional Engineering Services (advertised)	10/1/2022
Engineering Services Contract Approved	11/1/2022
Preliminary and Right-of-Way Plans Submittal (if Applicable)	8/1/2023
Plans, Specifications & Estimate (PS&E) Submittal	1/1/2024
Plans, Specifications & Estimate (PS&E) Approval	3/1/2024
Advertisement for Letting	5/1/2024
Bid Opening	6/1/2024
Construction Contract Award (REQUIRED)	8/1/2024

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

**Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts**

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: License Agreement with Daily Rental Service, LLC

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 9/19/22

COMMENTARY:

Attached is a proposed License Agreement to allow Daily Rental Service, LLC to rehabilitate and operate a sign depicting the Budget Deluxe Motel.

In about 2005 the City of Rolla partnered with MoDOT to construct the present intersection of US Highway 63 and Walnut Street. Under an agreement the City acquired right of way. MoDOT provided surveys, plans and bidding of the improvements.

Years later it was discovered that the City had indeed purchased the land where an off premise sign for the Budget Deluxe Motel was located. When the Budget Deluxe Motel changed hands the new owner applied for a permit to upgrade the sign. Since they do not own the property a permit cannot be issued.

We have no plans for any improvements in the area of the existing sign but would not consider this as excess right of way. This intersection will eventually need further improvements.

We are proposing that the owners of the Budget Deluxe Hotel be granted to operate and maintain this sign as a legal non-conforming off premise sign under a license agreement. The owner is planning on painting the entire sign structure black and installing a new face depicting the Budget Deluxe Motel. This agreement can be terminated with 30 days' notice by the City.

Staff recommends approval.

IIC1

ITEM NO. _____

Exhibit A

GRANT OF LICENSE BY THE CITY ROLLA

This is a license to allow Daily Rental Service, LCC at 1908 North Bishop Avenue, Rolla, Missouri, to utilize certain City-owned property described herein for the following purposes:

To improve and maintain an existing Budget Deluxe sign within the right of way of Walnut Street adjacent of 1908 North Bishop Avenue. If the sign is structurally damaged and the repair is more than 50 percent of the value it must be removed.

In consideration of the payment of the sum of One Dollar, paid to the City of Rolla, the City of Rolla does hereby grant Great Plains Enterprises, Inc. the use of the below described property for the purpose set out above subject to the following terms and conditions:

- 1) The City property to be used is described as follows:
 - A) **To improve and maintain an existing Budget Deluxe sign within the right of way of Walnut Street adjacent of 1908 North Bishop Avenue. If the sign is structurally damage and the repair is more than 50 percent of its value it must be removed. See attached Exhibit A for location.**
- 2) Licensee accepts the above described property as is and agrees to keep said property in good repair to prevent any change in condition or prevent any dangerous condition or unattractive nuisance from developing.
- 3) Licensee shall not sublet the properties described herein or any part thereof or assign use of the right of ingress and egress to said property to any person or persons or in any way allow any other usage of said property unless described herein without the written consent of the City of Rolla.
- 4) The term of this license shall begin September 19, 2022 and shall be terminable upon thirty (30) days notice to licensee unless the City of Rolla shall declare same an emergency and in that case the City of Rolla may obtain possession of said property and cause the use herein set out to cease.
- 5) Licensee shall be required to provide a Certificate of Liability Insurance for \$1,000,000 (One Million Dollars) to protect the City of Rolla and further shall require that the City of Rolla be listed as co-insured on any policy held by licensee. The licensee shall hold the City harmless from any incident or accident arising out of the use or operations specified herein.
- 6) This license is not an easement, shall not be considered an easement, and this document may not be recorded in the recorder of deeds' office in any county in the State of Missouri or anywhere else. This is a license and, therefore, a limited grant, **not** running with the land and giving no rights other than those set out herein in the properties described herein.

Dated and signed this 19th day of September, 2022.

Louis J. Magdits IV, Mayor

Attest:

Lorri Thurman, City Clerk

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: HNTB Professional Services Agreement, Amendment Number 12

BUDGET APPROPRIATION (IF APPLICABLE)

DATE: 9/19/22

COMMENTARY:

Attached is an Amendment to a Professional Services Agreement with HNTB. This amendment provides for design services for a new signal at 11th and Pine. HNTB has designed new signals for us at 10th and Rolla, 10th and Pine and 12th and Pine. This is part of the planned improvements to both Rolla and Pine Streets. We had originally planned on using the existing signals at 11th and Pine Street. However, we think it best to update this signal and interconnect it with the other new signals being installed with this project. These improvements to Pine Street from US 63 to 10th and Rolla Street from 6th to 12th Street are slated for next construction season.

Staff recommends approval of the ordinance authorizing the Mayor to enter into the agreement.

ITEM NO. IIID1

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AMENDMENT NO. 12 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND HNTB CORPORATION.

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 Amendment No. 12 to Professional Services Agreement between the City of Rolla, Missouri, and HNTB Corporation, 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 19th DAY OF SEPTEMBER 2022.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

EXHIBIT A

**AMENDMENT NO. 12
to
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 12 (the "Amendment") is entered into effective as of this 15th day of August 2022 between CITY OF ROLLA, MISSOURI (Owner) and HNTB CORPORATION (HNTB).

WHEREAS, Owner and HNTB entered into a Professional Services Agreement dated February 17, 2015 whereby HNTB has contracted to perform professional services for Owner, generally described as Westside Transportation Master Plan (the "Project").

WHEREAS, Owner and Consultant desire to amend the Agreement to accommodate the addition of services and an increase in the fee under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Amendment and the Agreement, the receipt and sufficiency of which are hereby acknowledged; the parties hereto agree as follows:

1. Attachment A of the Agreement is hereby amended to include the scope of services attached hereto and incorporated into the Agreement by reference as Attachment A- Scope of Services.
2. Attachment B of the Agreement is hereby amended to include the schedule for the above-referenced scope of services attached hereto and incorporated into the Agreement by reference as Attachment B- Schedule.
3. Attachment C of the Agreement is hereby amended to include the approved compensation for the above-referenced scope of services attached hereto and incorporated into the Agreement by reference as Attachment C- Compensation.

AND/OR ALTERNATE FEE ADDITION:

2. In return for the performance of the foregoing obligations, Owner shall pay HNTB \$16,478.51 in US Dollars on a per Task basis as set forth on Attachment C, Budget attached hereto and made a part hereof. Accordingly, the total contract amount is increased to \$3,755,421.80 as follows:

Initial Contract Amount	\$149,465.10
Amendment No. 1	\$194,601.50
Amendment No. 2	\$93,562.00
Amendment 2 – Contingency	\$15,000.00
Amendment No. 3	\$627,859.00
Amendment No. 4	\$281,302.22
Amendment No. 5	\$105,509.64
Amendment No. 6	\$199,887.69
Amendment No. 7	\$851,752.21
Amendment No. 8	\$269,892.51
Amendment No. 8 – Supplement 1	\$94,183.60
Amendment No. 9	\$17,476.86
Amendment No. 10	\$565,791.61
Amendment No. 10 - Supplement 1	\$28,486.14
Amendment No. 10 - Supplement 2	\$52,798.65
Amendment No. 10 –Supplement 3	\$12,053.82
Amendment No. 11	\$179,347.74
This Amendment No. 12	\$16,478.51
Revised Contract Total	<u>\$3,755,421.80</u>

4. Performance of the Additional Services identified herein is authorized by execution of this Amendment.
5. Except to the extent modified herein by this Amendment, all terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first above written.

CITY OF ROLLA, MISSOURI
(Owner)

HNTB CORPORATION
(HNTB)

Signature _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

IID4

Amendment #12 – Task Order No. 1
11th and Pine Street Traffic Signal Design
HNTB Scope of Services

August 12, 2022

Attachment A

Project Description:

The Rolla Transportation Development District (TDD) Board has provided approval for the Pine Street/Downtown Improvement Project. The City of Rolla will provide roadway design in-house while HNTB will provide preliminary engineering, traffic analysis, signal design, and public engagement activities. The following provides the HNTB scope of services.

Deliverables:

All deliverables will be provided by HNTB unless otherwise noted.

- Preliminary and Final signal design for 11th and Pine Street
 - HNTB will provide preliminary and final signal design
 - ADA ramp design – provided by the City

Scope of Services:

Task 1 - Preliminary Design and Plans

- a. Coordination of signal design plans with the City. It is assumed that the City will provide electronic design files (.dwg) to place signal poles and equipment.
- b. Complete preliminary design and plans for the replacement of traffic signals at the intersections of:
 - Pine St. and 11th St.
- c. Preliminary Cost Estimate for signals.

Task 2 - Pre-Final Plans

- a. Traffic Signal Plans
- b. Update Traffic Signal interconnect Plans
- c. Signal Timing Plans
- d. Final Signal Cost Estimate

Amendment #12 – Task Order No. 1
11th and Pine Street Traffic Signal Design
HNTB Scope of Services

August 12, 2022

Task 3 - Final Plans

- a. Revisions for Bid Set of plans, specifications and estimate for signals.
- b. Electronic Signal Information for Contractor Bidding

Task 4 - Project Management/Administration

- a. Project Admin – contracts, invoicing, project review meetings
- b. Project Meetings
 - i. Team Coordination meetings
 - 1. Core Team meetings – monthly between (Assumes 3)
- c. Quality Management – Quality Plan and quality assurance of all deliverables.

Assumptions:

- The City will obtain all Title Reports as needed
- The City will provide all available aerial imagery, and GIS information (building footprints, utility information, right-of-way and parcel linework), and any available survey/topographic information for the traffic signal and interconnect intersections as well as for the location of the traffic and preliminary engineering study.
- Assumes no lighting design or lighting system modifications as part of this scope.
- The City will handle all utility coordination efforts related to the design and construction of the Pine Street improvements
- Utility identification for the preliminary engineering study (PES) assumes only identification of utilities from GIS and a site visit. Assumes no survey of utilities and no coordination with utility owners during the study phase.
- The PES assumes no change to vertical alignments
- Management task covers all project reviews and monthly Core Team meetings in the 2021 calendar year.
- No additional Right of Way will be needed and only construction easements will be prepared.

Amendment #12 – Task Order No. 1
11th and Pine Street Traffic Signal Design
HNTB Scope of Services
August 12, 2022

Attachment B - Schedule

Schedule

11th and Pine Street Signal Design

- Notice to Proceed: TBD
- Preliminary Signal Design: 1 Month from NTP
- ROW Plans: Provided by the City
- Pre-Final Signal Plans: 2 months from Preliminary
Signal Design Review by the City
- Final Signal Plans and Bid Documents: 1 month from Pre-Final Signal
Plan review by the City

Attachment C - Fee Schedule (HNTB and Subconsultants)		
<i>City of Rolla - Amendment 12 - TDD Task Order #1 (Design and Planning Services)</i>		
<i>Scope item #1 - 11th and Pine Signal Design</i>	<i>\$</i>	<i>13,169.79</i>
<i>Scope item #2 - Public Involvement</i>	<i>\$</i>	<i>-</i>
<i>Scope item #3 - Project Management/Adminstration</i>	<i>\$</i>	<i>3,258.72</i>
<i>Expenses</i>	<i>\$</i>	<i>50.00</i>
	<i>Total</i>	<i>\$ 16,478.51</i>

City of Rolla - Amendment 12 - TDD Task Order #1 (Design and Planning Services)

Scope item #1 - 11th and Pine Street Traffic Signal Design

HNTB PROJECT NO. : 63036

Rolla, MO

DESCRIPTION	PERSON HOURS BY CLASSIFICATION						TOTAL HOURS PER TASK	TOTAL COST PER TASK
	Kip Strauss		Zach Comert		Steve Symeon	Paul Hunter		
Task 1 - Pre Design Phase								
a. Do-Nothing								\$ -
b. Pine Street Business District Study								\$ -
c. Pine Street Business Preliminary Engineering Study								\$ -
d. Pine Street Business District								\$ -
subtotal								\$ -
Task 2 - Preliminary Design and Plans								
a. Coordination of signal design plans with the City					18		18	\$ 1,971.00
b. Develop Preliminary Traffic Signal Enhancement Plans for Pine & 11th St.					13	2	15	\$ 2,849.25
c. Develop Preliminary Traffic Signal Intersection Plans								\$ -
d. Develop Preliminary Cost Estimates					2	1	3	\$ 388.75
subtotal					33	3	36	\$ 5,209.00
Task 3 - Pre-Final Plans								
a. Traffic Signal Final Plans (Utility Diagrams, Details, & Specifications)					30	4	34	\$ 3,541.00
b. Final Traffic Signal Intersection Plans (Pine St. to 11th St.)								\$ -
c. Signal Timing Plans	1		8				9	\$ 1,101.25
d. Final Signal Cost Estimates					2		2	\$ 211.50
subtotal	1		8		32	4	45	\$ 5,613.75
Task 4 - Final Plans								
a. Revisions for Bid Set of plans, specifications and contracts					2	1	3	\$ 388.75
b. Pre-construction Information for Construction Staffing					1		1	\$ 129.75
subtotal					3	1	4	\$ 518.50
Task 5 - Construction Services								
a. Review Submittals (2 total)					2		2	\$ 211.50
subtotal					2		2	\$ 211.50
TOTAL HOURS / LABOR COSTS:	1		8		54	8	71	\$ 13,170
SUBCONSULTANT EXPENSES								
Revisions for Bid Set Collection								\$ -
SUBCONSULTANT TOTAL								\$ -
TOTAL COSTS (Salary + Subs):								\$ 13,169.75

Attachment C - HNTB Fee Schedule

City of Rolla - Amendment 12 - TDD Task Order #1 (Design and Planning Services)

TASK - Project Management/Administration

HNTB PROJECT NO.: 63036-DS-008

Rolla, MO

DESCRIPTION	PERSON HOURS BY CLASSIFICATION			TOTAL HOURS PER TASK	TOTAL COST PER TASK
	Kip Strauss	Aaron Castro	Sherril Brewer		
Task 7 - Project Management/Admin					
a. Project Administration	3		2	5	\$ 1,993.50
b. Project Meetings	0			0	\$ -
1. Kick Coordination meetings	0			0	\$ -
2. Kick Team meetings - monthly	0			0	\$ -
3. City Council and TDD Board Meetings	0			0	\$ -
c. Quality Management	1			1	\$ 321.91
subtotal	4	0	2	6	\$ 2,315.41
TOTAL HOURS / LABOR COSTS:	4	0	2	6	\$ 2,315.41
SUBCONSULTANT EXPENSES					
SUBCONSULTANT TOTAL					
TOTAL COSTS (Salary + Subs):					\$ 2,315.41

Attachment C - HNTB Fee Schedule

City of Rolla - Amendment 12 - TDD Task Order #1 (Design and Planning Services)

Expenses

Expenses	Units	STL Mileage	KC Rental+gas	Hotel	Meals	Incidentals	Total
Pine Street Downtown Charette	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pine Street Intersection Field visit	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pine Street Utility Meeting		\$ -			\$ -		\$ -
Pine Street Pre-Bid		\$ -			\$ -		\$ -
Pine Street Pre-Con		\$ -			\$ -		\$ -
TDD Board/Council Meetings	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Meeting 1 (1 from STL, 2 from KC)	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing 11x17 B/W	1						\$ 50
Printing Letter B/W							\$ -
Printing 11x17 Color							\$ -
Display Boards for Public Meetings - Assumes 4 total boards							\$ -
Fact Sheets for Public Meetings Assumes 1 printing, 200 copies each 11x17 color							\$ -
Constant Contact (2 instances)							\$ -
							\$ -
Total							\$ 50
<i>Assumes no Rental Fees for Meeting locations</i>							

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Ordinance Final Reading

ITEM/SUBJECT: 2022-2023 Sewer Rates

BUDGET APPROPRIATION

DATE: 9/19/22

COMMENTARY:

The attached ordinance increases the basic user rate for metered user from \$5.65/1000 gal to \$6.25/1000. This will raise the average user base rate from \$22.60 to \$25.00 per month. The service availability fee remains \$12.00 per month. The total increase this budget year for the average user would then go from \$34.60 to \$37.00 per month (6.9% increase).

The non-metered user will go from \$419.95 per year to \$444.00 per year.

This increase was included in the proposed 2022-2023 Budget.

Staff recommends approval of the Ordinance.

ITEM NO. III E1

ORDINANCE NO. _____

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

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

Section 1: That Sections 35-126, 35-127, 35-128 and 35-129 of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby repealed;

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

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

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

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

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

This rate per 1,000 gallons shall be as follows:

As of first billing after October 3, 2022 \$6.25/1000 gallons

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

Water Meter Size	Service Availability Fee
Up to 1"	\$12.00/month
1.5"	\$17.00/month
2.0"	\$25.00/month
3.0"	\$50.00/month
4.0"	\$75.00/month
6.0"	\$125.00/month

V (\$6.25/1000 gal unit charge)
+ V (\$0.926/1000 gal unit BOD charge) (BOD_{es}-BOD_{nd})(.00834)
+ V (\$0.741/1000 gal unit SS charge) (sees - SEND)(.00834)

Where:

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

Unit flow charge is in \$/1000 gal from Section 35-126

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

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

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

_{es} is extra strength

_{nd} is normal domestic

Section 3: That the following segments of Sections 35-1, 35-124 and 35-125 of Rolla, Missouri, known as the Code of the City of Rolla, Missouri, relating to Sewers and Water are hereby repealed;

Sec. 35-1. Definitions.

“Normal domestic wastewater” shall mean wastewater that has a BOD concentration of not more than 200 mg/l and a suspended solids concentration of not more than 250 mg/l.

Sec. 35-124. Definitions.

“Normal domestic wastewater” shall mean wastewater that has a BOD concentration of not more than 200 mg/l and a suspended solids concentration of not more than 250 mg/l.

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

A surcharge will be levied to all users whose wastewater exceeds the normal concentrations for BOD (250 mg/l) and SS (300 mg/l). The surcharge will be based on water usage as recorded by water meters and/or sewage meters for all wastes which exceed the 200 mg/l and 250 mg/l concentration for BOD and SS respectively. Section 35-129 specifies the procedure to compute a surcharge.

Section 4: That the following segments of Sections 35-1, 35-124 and 35-125 of Rolla, Missouri, relating to Sewers and Water are hereby amended by adding the following:

Sec. 35-1. Definitions.

“Normal domestic wastewater” shall mean wastewater that has a BOD

concentration of not more than 250 mg/1 and a suspended solids concentration of not more than 300 mg/1.

Sec. 35-124. Definitions.

“Normal domestic wastewater” shall mean wastewater that has a BOD concentration of not more than 250 mg/1 and a suspended solids concentration of not more than 300 mg/1.

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

A surcharge will be levied to all users whose wastewater exceeds the normal concentrations for BOD (250 mg/1) and SS (300 mg/1). The surcharge will be based on water usage as recorded by water meters and/or sewage meters for all wastes which exceed the 250 mg/1 and 300 mg/1 concentration for BOD and SS respectively. Section 35-129 specifies the procedure to compute a surcharge.

Section 5: This Ordinance shall be in full force and effect as of the first billing of the Sewer and Water Charges after passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 19th DAY OF SEPTEMBER 2022.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: John Butz, City Administrator

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Ordinance to approve the FY 2023 Budget

BUDGET APPROPRIATION: \$35,436,749

DATE: September 19, 2022

COMMENTARY:

In compliance with RSMo 64.020 the FY 2023 budget is submitted for Council consideration. The spending plan of \$35,436,749 is offset with projected revenues of \$34,357,170 plus retained earnings. In this case the total deficit of \$1,079,579 is covered from revenues received in prior years for the SRF Sewer Bond project, TDD funds received in 2022 for the Pine Street project in FY 2023 and round 2 of ARPA funds (revenues received in FY 2022).

The budget includes the enabling ordinance, budget letter, budget summary and details of the City's 9 funds (General, Sewer, Environmental Services, Airport, Cemetery Trust, Street/Capital Improvement, Rec Center, Parks and Parkland Reserve).

The budget does include a 10% increase in sewer use water and a \$.50 increase in monthly residential trash collection fees and a 5% increase in other solid waste services. The budget includes a \$1 increase in Splashzone fees (\$7 to \$8). All increases are indicative of labor expenses. A public hearing is required for the FY 2023 and corresponding for increases.

Recommendation: Final Reading

Note: At the September 6, 2022 Council meeting there was a discussion on the active number of police officers budgeted. The City currently has 34 police officers on active payroll with 2 new positions in the final hiring stages. The City has budgeted for full staffing (37 officers) by not creating an additional civilian position (previously in the budget).

ORDINANCE NO.

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022 AND APPROPRIATING FUNDS PURSUANT THERETO.

WHEREAS, the City Administrator has presented to the City Council an annual budget for the fiscal year beginning on October 1, 2022, and

WHEREAS, a public presentation on the budget was conducted on August 29, 2022, and a public hearing scheduled on September 6, 2022, at which hearing citizens were given an opportunity to be heard.

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

Section 1: The annual budget for the City of Rolla, Missouri, for the fiscal year beginning October 1, 2022, a copy of which is attached hereto and made a part thereof as if fully set forth herein, having been heretofore submitted by the City Administrator, is hereby adopted.

Section 2: Funds are hereby appropriated for the objects and purposes of expenditure set forth in said budget.

Section 3: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 19th DAY OF SEPTEMBER 2021.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



September 6, 2022

Honorable Louis J. Magdits, IV
and Members of City Council
City of Rolla
Rolla, MO 65402

Dear Mayor and Council:

Pursuant to the requirements of Section 67.020 of the Revised Statutes of Missouri, the Fiscal Year 2023 Budget is hereby submitted (October 1, 2022 – September 30, 2023). This Budget has been prepared in conjunction with the Mayor, Council and Department Directors who have anticipated the needs of their departments realistically in relation to both available money and department demands.

In every respect the 2022-23 Budget meets the legal requirement that expenditures not exceed anticipated revenues plus any unencumbered fund balance from the previous year. The 2023 Budget will begin on October 1, 2022. The budget represents a total yearly spending program of \$35,436,749 offset by anticipated revenues of \$34,357,170 – a net deficit of \$1,079,579 (due entirely to the spend-down of TDD project funds, sewer bond funds and ARPA funds). The budget anticipates an average pay adjustment (4.5%) for qualifying full-time City employees including an additional 5% for public safety officers to attract and retain qualified employees and for the first time includes body cameras (Use Tax). The Budget includes small fee increases for the Sewer Fund and the Environmental Service Fund. The City has received \$4.1 M in federal ARPA funds in 2022 with a series of possible expenditures of \$1,635,000 in FY 2023/24.

The Fiscal Year 2023 Budget is submitted with the belief that it represents a worthy effort to obtain a balanced program for the ensuing year with a rebuilding of General Fund reserves. The Budget expresses on paper and in dollars the never-ending struggle to provide Rolla citizens the most service possible for each tax dollar spent.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Butz", is written over a faint, larger version of the same signature.

John Butz
City Administrator

Critical Funded Requests:	New Fire Pumper (replace '98)	\$895,000
	Public Safety Radios (ARPA 2022)	\$1,135,000
	Public Safety Compensation	\$720,000
	RFD Station renovation	\$25,000
	Fire Minimum Staffing (6 to 7)	\$25,000
	Animal Shelter Building Ph II	\$100,000
	Police Body Cameras (annual)	\$25,000 - \$35,000
Critical Unfunded Requests:		
	Animal Control Expansion (Ph 2)	\$300,000
	Succession Planning	\$175,000

Sewer Fund

Completion of the \$25 M Treatment Plant Upgrades (\$565k in FY 2023)
Solid Reserves of \$3.37 M (accumulated to make additional debt service thru 2027)
No change in Service Availability Fee Inc (\$12/mo)
10% increase in user rate (total \$6.25/1,000 gal)

Environmental Services

Good Reserves of \$1.5 M
Recycling market has rebounded strongly (\$400,000 proj rev)
Trash fee increase of \$.50/mo (eliminated curbside recycling in 2022)
Trash fee increase of 5% for commercial
Landfill/Disposal Rate Unchanged (6 year flat rate)
Automated Trash Truck No. 3 of 3 (\$395,000) – 18 month delivery?
Internal Financing of Vehicle Maintenance Facility 10/18 years (bal of \$435k)

Airport Fund

Minimal Reserves (projected \$13,634)
Transferred to Street/Cap Imp Fund from Gen Fund in 2020
No capital projects in FY 23
Fuel Sales have rebounded nicely (\$480k) - \$.15/gallon inc (large fuel discount)
Ag Lease/Ground Leases all updated
Hangar rental – 10% inc implemented
Star Loan (MoDOT) for 5% Runway grant match (\$34,000 year 3 of 5)

Cemetery Fund

Fiduciary/Trust projected balance of \$405,000
Increase in burial service fees in FY 2022
FY 2023 projects include old tombstone repair and potter's field monuments

Street Fund

Solid Unrestricted Reserve projected \$1.38 M
Cap Imp/Transportation Sales Tax – 4% net growth
Transferred Engineering Division from GF to Street/Cap Imp Fund in FY 22
Last MRTDD Project of \$1.6 M for Pine St. (TDD Reimbursement received)
Completed construction of Street Shop FY 2022 (\$3.6 M)
Primary City Projects: Elm St; 7th St; 18th St.; Hwy E sidewalks
8 miles of overlays/micropave

Rec Center Fund

ARPA loss revenue reimbursement of \$450,000 for 2023
Contracted management/operations with Power Wellness Nov 2020
Depletion of Reserve Fund – projection for break-even FY 2024
Transfer to General Fund (overhead) eliminated in FY 21 (PW Mgmt fees)

Park Fund

Good Reserve Fund Balance of \$408,645
Property Tax and Sales Tax (4% with redirect of TIF)
Prop P (1/16th sales tax sunset - \$373k for park improvements); Renew April 2023?
Capital Expenses of \$274,400 (Barnitz playground, mower, UTV, trucks, BJ ped bridges)
SplashZone operations – budget includes a pool manager (FTE); \$1 increase
Prop P was critical! Provides \$1,495,000 in dedicated park funding (25% expires in 4/23)
[Note: Considering options to replace ballfield lights on Morgan Field]

Park Land Reserve Fund

Balance in Escrow - \$35,000 (from land sales & residential subdivision development)
Requires 2/3 Council Vote with timely spend down
\$25,000 towards Barnitz Park playground?

Debt Position

FY 2023 debt/lease payments (expense) - \$2.57 M
Total City debt and obligations outstanding - \$24.4 M:
Including Sewer Revolving Fund Debt of \$25 M (voter approval Nov 2018)
New Debt - \$3.5 M (public services facility); Fire Truck
Constitutional Debt Authority (20% Assessed Valuation) - \$49,000,000
Rolla's General Obligation Debt: \$0

ARPA Consideration

City will receive approximately \$4,142,000

First deposit of \$2,061,340 was received in August 2021; 2nd distribution by 9/2022

Council authorized Round 1 funding 1/18/2022:

1) Finance/Admin tracking - (\$10,000 for 4 yrs)	\$40,000
2) Municipal Court Impact -	\$100,000
3) Franchise Fees -	\$180,000
4) Animal Control Impact -	\$10,000
5) Community Development Impact -	\$35,000
6) Rec Center Impact – (2020 - 2022)	\$850,000
7) Park Impact - (Splashzone 2020/21 Seasons)	\$45,000
8) Citizen Communications - Website/Codification	\$25,000
9) Telecommunication Upgrade	
10) Internet/Broadband Upgrades	
11) Public Safety Communication (MOSWIN)	\$1,050,000

Round 1 Estimate: \$2,335,000

Round 2 proposal (subject to Council discussion/workshop):

1) New roof for City Hall (FY24)	\$150,000
2) Update City Comprehensive Plan	\$150,000
3) Cyber Security/IT Services/Web	\$175,000
4) Animal Shelter Ph 2	\$100,000
5) Parade Safety barriers	\$50,000
6) Police building façade renovation	\$45,000
7) Fire Station 1 bay doors	\$40,000
8) Rec Centre operations	\$450,000
9) Sewer improvements (Hy Point/lining match)	\$475,000

Round 2 Estimate: \$1,635,000

2024 Remaining Balance: \$175,000

CITY OF ROLLA BUDGET

8/30/2022

FISCAL YEAR 2022-2023

HF8

The Mission of the City of Rolla is to promote the enhanced quality of life for citizens of all ages and abilities. We do so by pursuing strong public safety services, a quality infrastructure network based on properly planned growth, and a diverse and vibrant economy. Through effective leadership in cooperation with our citizens, businesses and community organizations we can ensure the desired balance between our urban development with the charm of our rural history through open and participative communication with our customers and citizens.

(City Council Retreat, 2000)

IIIF9

CITY OF ROLLA
2022-2023 Budget Summary
The Funding of City Services

The City of Rolla is a large service organization. Our customers range from general citizens desiring the basic services of health, public safety, and welfare to churches, schools, and neighborhoods to businesses, tourists, and prospective residents. The City's mission is to protect and enhance the quality of life of all customers. And like any business the City provides roads, utilities, sanitation, public safety, parks and recreation, leadership, planning and economic opportunity based on the value customers are willing to pay to support these endeavors. As such it is helpful to understand where the money goes (services provided) and where the money comes from.

What is Budgeting?

Legally, budgeting is the balancing of revenues and retained earnings (reserves) with planned expenditures – a work plan with accountability. The City of Rolla's budget is organized in a series of funds, each of which is considered a set of self-balancing accounts, to record and maintain the assets, liabilities, fund equity, revenues, and expenditures for each primary activity. The City of Rolla operates with the following ten (10) funds: General Fund, Sewer Fund, Airport Fund, Solid Waste Fund, Cemetery Trust Fund, Street/Capital Improvement Fund, Recreation Center Fund, Park Fund, Park Land Reserve Fund and Health Insurance Internal Service Fund (not budgeted). Rolla Municipal Utilities (RMU) derives its authority to operate the electric and water system directly from the City Council. RMU is a part of the City with a separate budget under the Board of Public Works that works closely with the City in addressing the many needs of the community.

Main Purposes of Budgeting: A means of balancing revenues and expenditures
(legal requirement)

- a) Budgeting as a “**semi-judicial process**” where departments and divisions come to the City Council to plead their case;
- b) Budgeting is “**accountability**” where the people hold the City Council accountable through the electoral process;
- c) Budgeting is “**control**” whereas appropriations are the first line of Defense against overspending;
- d) Budgeting is “**public relations**” where we attempt to respond to the public’s needs and requests by establishing public policy;
- e) Budgeting is an “**instrument**” of good management;
- f) Budgeting is a “**work plan**” with a dollar sign attached;
- g) Budgeting is an instrument for “**planning**” which requires project costs and program levels at least several years ahead.

Source “Public Budgeting in America”

FUND ACCOUNTING

Accounts of the City organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, or expenses, as appropriate.

Governmental Funds:

General Fund – the general operating fund of the City. It is used to account for all financial resources except those requiring separate accounting. (General Fund and Airport Fund)

Special Revenue Funds – used to account for the proceeds of specific revenue sources that are legally restricted. (Parks Fund, Recreation Fund and Park Land Reserve Fund)

Capital Projects Funds – used to account for financial resources to be used for the acquisition or construction of major capital facilities. (Street Fund)

Proprietary Funds:

Enterprise Funds – used to account for operations that are financed and operated in a matter similar to private business enterprises. (Sewer Fund and Environmental Services Fund)

Fiduciary funds:

Trust & Agency Funds – used to account for assets held by the city in a trustee capacity. (Cemetery Fund)

IIIF12

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
ALL FUNDS
City of Rolla
Fiscal Year 2022 - 2023

	Audit 2020	Audit 2021	Estimated 2022	Proposed 2023	% of Budget
REVENUES					
Sales/Property Tax	14,516,332	16,436,163	17,797,190	18,414,200	54%
Licenses & Permits	140,931	166,356	193,100	180,000	1%
Intergovernmental	3,255,815	1,444,802	348,862	1,081,200	3%
Charges for Service	9,429,707	9,912,326	11,402,794	11,712,535	34%
Fines & Forfeitures	133,276	155,167	185,800	188,800	1%
Misc. Income	8,253,543	11,599,807	4,347,107	1,244,918	4%
Bond Proceeds	3,050,789	13,728,830	8,543,173	1,535,517	4%
Total Revenues	\$ 38,780,394	\$ 53,443,451	\$ 42,818,026	\$ 34,357,170	100%
EXPENDITURES					
Personnel	15,171,960	13,680,327	14,721,547	15,610,950	44%
Supplies & Bldg. Mtnc.	992,318	809,741	850,252	884,050	2%
Services	4,191,797	5,664,365	5,161,060	4,345,872	12%
Maintenance & Imp.	2,298,024	3,132,530	3,095,732	3,030,830	9%
Capital Exp.	17,982,818	25,956,131	19,175,477	10,765,657	30%
Use Tax Exp.	130,067	368,392	710,745	799,390	2%
Total Expenditures	\$ 40,766,984	\$ 49,611,487	\$ 43,714,813	\$ 35,436,749	100%
EXCESS REVENUES OVER EXPENDITURES	\$ (1,986,590)	\$ 3,831,965	\$ (896,787)	\$ (1,079,579)	
FUND TRANSFERS	\$ -	\$ -	\$ 365,000	\$ -	
TOTAL REVENUES OVER EXPENDITURES	\$ (1,986,590)	\$ 3,831,965	\$ (531,787)	\$ (1,079,579)	
BEGINNING FUND BALANCE (10/1)	\$ 9,614,141	\$ 7,950,625	\$ 12,232,862	\$ 11,701,075	
ENDING FUND BALANCE - ALL FUNDS (9/30)	\$ 7,627,551	\$ 11,782,590	\$ 11,701,075	\$ 10,621,496	
FOOTNOTES:					
RESTRICTED CASH	\$ 4,547,216	\$ 5,801,234	\$ 4,211,936	\$ 3,578,838	
PROJECTED UNRESTRICTED CASH	\$ 3,080,335	\$ 5,981,355	\$ 7,489,139	\$ 7,042,658	

8/30/2022

IIIF13

CITY OF ROLLA REVENUE TOTALS FY 2022 - 2023

Fund	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ESTIMATED	2022-2023 PROPOSED	% OF BUDGET
General Fund	10,599,958	12,752,210	12,745,853	14,212,885	41.37%
Sewer Fund	6,819,337	18,099,112	13,088,383	5,902,917	17.18%
Environmental Services Fund	3,627,972	3,913,917	3,995,450	4,291,200	12.49%
Park Fund	1,551,598	1,801,997	2,038,090	1,973,900	5.75%
Park Land Reserve Fund	368	562	1,323	40	0.00%
Airport Fund	3,187,961	672,256	653,228	605,728	1.76%
Cemetery Fund	9,101	23,219	20,345	10,500	0.03%
Street Fund	12,442,783	16,023,154	12,923,793	6,910,000	20.11%
Recreation Fund	541,316	157,024	851,561	450,000	1.31%
REVENUE TOTAL	38,780,394	53,443,451	46,318,026	34,357,170	100%

IIIF14

**CITY OF ROLLA
EXPENDITURE TOTALS
FY 2022 - 2023**

Department	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ADOPTED	2021-2022 ESTIMATED	2022-2023 PROPOSED	% OF BUDGET
Administration	595,642	628,017	676,855	690,226	709,485	2.00%
City Administration	324,467	319,347	312,932	298,753	308,055	0.87%
Library	280,412	294,607	300,750	290,250	318,850	0.90%
Finance	603,059	627,248	679,960	678,882	729,200	2.06%
Legal	67,327	65,170	67,300	74,810	70,700	0.20%
Court	86,426	89,081	92,990	102,464	133,450	0.38%
911/Telecommunications	1,184,528	1,216,058	1,438,550	1,303,659	1,498,835	4.23%
Animal Control	152,476	195,781	831,455	744,556	335,740	0.95%
Police	4,062,772	4,033,226	5,522,076	5,210,951	4,993,225	14.09%
Fire	3,225,617	3,216,676	3,990,300	3,643,245	4,655,462	13.14%
Building Services	83,576	105,992	93,365	83,549	105,715	0.30%
Engineering	831,122	763,443	0	0	0	0.00%
Community Development	445,727	436,669	513,925	493,503	518,500	1.46%
Economic Development	86,712	33,989	53,000	53,075	57,075	0.16%
GENERAL FUND TOTAL	12,029,862	12,026,305	14,673,458	13,667,923	14,434,292	40.73%
Sewer	7,163,266	18,134,355	8,607,349	11,270,053	5,874,432	16.58%
Recycling	664,743	582,273	582,720	460,153	428,375	1.21%
Sanitation	2,731,439	2,974,854	2,822,900	2,928,032	3,072,950	8.67%
Vehicle Maintenance	467,802	465,948	448,560	473,573	496,230	1.40%
Parks	1,511,800	1,596,974	1,827,400	1,842,663	1,812,050	5.11%
Cemetery	0	80,331	20,000	11,938	10,000	0.00%
Park Land Reserve	0	50,000	0	39,500	25,000	0.07%
Airport	3,355,114	830,124	663,425	848,968	794,560	2.24%
Street	11,634,263	11,788,027	11,328,403	11,461,155	8,029,835	22.66%
Recreation Center	1,211,521	1,089,124	750,205	710,855	459,025	1.30%
OTHER FUNDS TOTAL	28,739,948	37,592,009	27,060,962	30,046,890	21,002,467	59.24%
EXPENDITURE TOTAL	40,769,810	49,617,314	41,624,420	43,714,813	35,436,749	100%

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
GENERAL FUND
City of Rolla
Fiscal Year 2022-2023

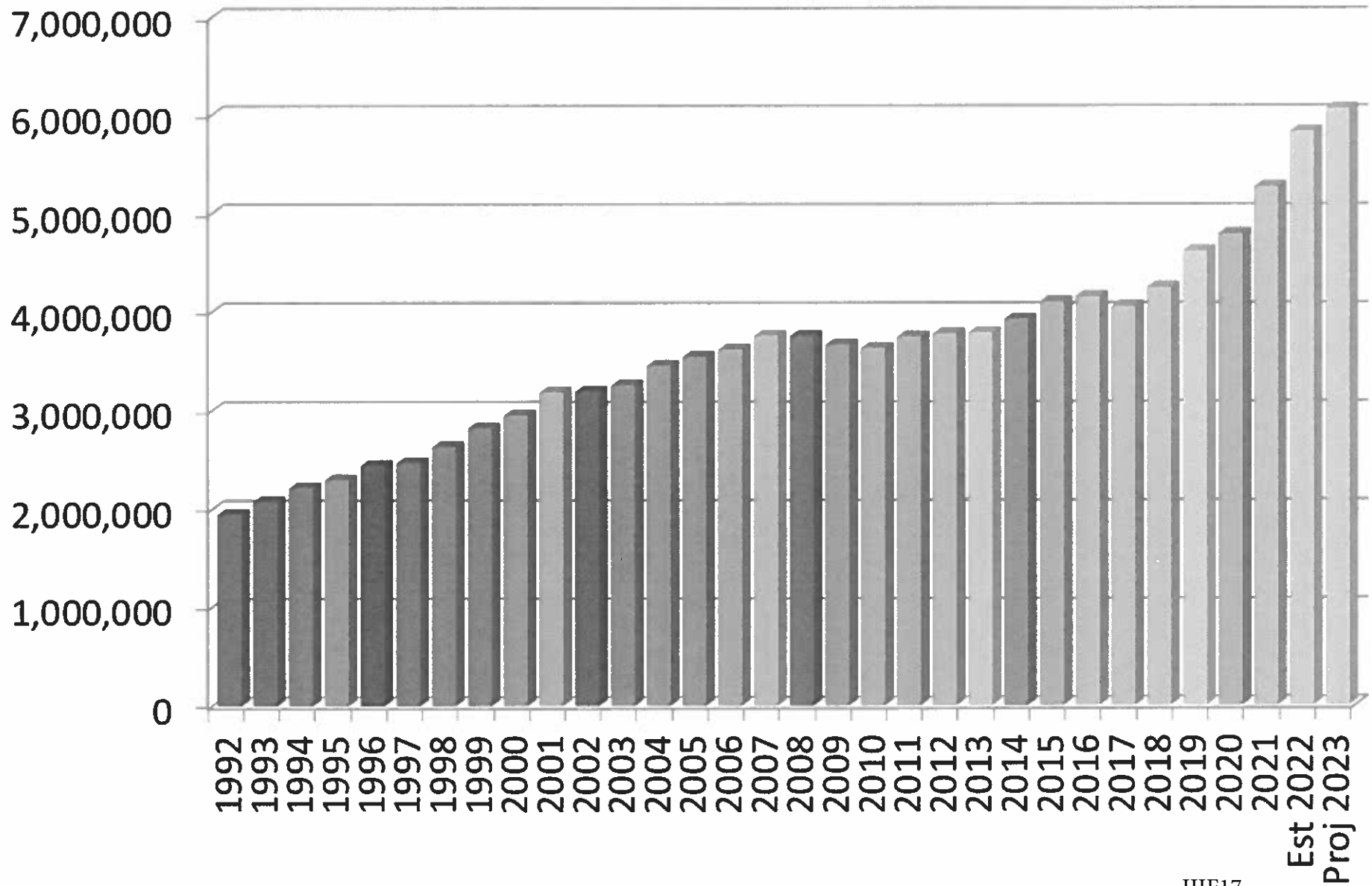
	Audit 2020	Audit 2021	Estimated 2022	Proposed 2023
REVENUES				
Taxes	8,102,172	9,447,627	10,280,300	10,572,000
Licenses & Permits	140,931	166,356	193,100	180,000
Intergovernmental Revenue	455,323	1,260,444	301,400	303,200
Charges for Services	1,669,910	1,595,651	1,720,753	1,934,685
Fines and Forfeitures	133,276	155,167	185,800	188,800
Miscellaneous	98,346	126,965	64,500	139,200
Lease Proceeds	0	0	0	895,000
Total Revenues	10,599,958	12,752,210	12,745,853	14,212,885
EXPENDITURES				
Administrative	595,642	628,017	690,226	709,485
City Administration	324,467	319,347	298,753	308,055
Library	280,412	294,607	290,250	318,850
Finance	603,059	627,248	678,882	729,200
Legal Service	67,327	65,170	74,810	70,700
City Court	86,426	89,081	102,464	133,450
911/Communications	1,184,528	1,216,058	1,303,659	1,498,835
Animal Control	152,476	195,781	744,556	335,740
Police	4,062,772	4,033,226	5,210,951	4,993,225
Fire	3,225,617	3,216,676	3,643,245	4,655,462
Buildings	83,576	105,992	83,549	105,715
Engineering	831,122	763,443	0	0
Community Development	445,727	436,669	493,503	518,500
Economic Development	86,712	33,989	53,075	57,075
Total Expenditures	12,029,862	12,025,305	13,667,923	14,434,292
EXCESS OF REVENUES OVER EXPENDITURES	(1,429,904)	726,905	(922,070)	(221,407)
FUND TRANSFERS				
From Street Fund	491,400	516,500	307,000	193,000
From Park Fund	69,300	80,700	107,000	89,000
From Airport Fund	0	0	35,000	35,000
From Sewer Fund	325,900	456,100	205,000	209,000
From Env Svs Fund	166,900	173,500	231,000	200,000
From Recreation Fund & Other Transfer (ARPA)	70,600	0	365,000	0
TOTAL REVENUES OVER EXPENDITURES	(305,804)	1,953,705	327,930	504,593
BEGINNING FUND BALANCE (10/1)	2,397,706	2,091,902	4,045,607	4,373,537
ENDING FUND BALANCE (9/30)	2,091,902	4,045,607	4,373,537	4,878,130
FOOTNOTES:				
RESTRICTED CASH	910,775	2,495,724	1,756,894	1,156,280
PROJECTED UNRESTRICTED CASH	1,181,127	1,549,883	2,616,642	3,721,850

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IIIF16

GENERAL SALES TAX REVENUE (1%)



**CITY OF ROLLA
GENERAL FUND REVENUE PROJECTIONS**

<u>Account Titles</u>	<u>FY 2020 Actual</u>	<u>FY 2021 Actual</u>	<u>FY 2022 Budget</u>	<u>FY 2022 Estimated</u>	<u>FY 2023 Proposed</u>
TAXES					
<i>R.E. Type Taxes</i>					
Real Estate taxes	\$ 1,035,948.93	\$ 1,431,961.94	\$ 1,189,650.00	\$ 1,432,000.00	\$ 1,475,000.00
Redirect Real Estate Taxes	\$ (204,146.29)	\$ (206,771.34)	\$ (42,840.00)	\$ (194,000.00)	\$ (190,000.00)
Tax Penalties & Interest	\$ 6,229.10	\$ 5,823.63	\$ 7,140.00	\$ 6,000.00	\$ 6,000.00
Payment in Lieu of Taxes	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Sub-Total	\$ 838,031.74	\$ 1,231,014.23	\$ 1,158,950.00	\$ 1,249,000.00	\$ 1,296,000.00
<i>Sales Taxes</i>					
Sales Tax	\$ 4,922,726.21	\$ 5,373,211.55	\$ 5,253,000.00	\$ 5,825,000.00	\$ 6,058,000.00
TIF Redirect Sales Tax	\$ (320,118.27)	\$ (444,442.95)	\$ (300,900.00)	\$ (310,000.00)	\$ (320,000.00)
Use Tax	\$ 188,054.97	\$ 683,529.37	\$ 702,000.00	\$ 860,000.00	\$ 905,000.00
Lodging Tax	\$ 275,431.91	\$ 355,608.29	\$ 330,000.00	\$ 415,000.00	\$ 420,000.00
Motor Vehicle Sales Tax	\$ 180,690.81	\$ 214,125.98	\$ 194,000.00	\$ 190,000.00	\$ 190,000.00
Sub-Total	\$ 5,246,785.63	\$ 6,182,032.24	\$ 6,178,100.00	\$ 6,980,000.00	\$ 7,253,000.00
<i>Franchise & Excise Taxes</i>					
In Lieu of Fran. Tax-RMU	\$ 1,439,279.55	\$ 1,479,756.01	\$ 1,464,500.00	\$ 1,495,000.00	\$ 1,500,000.00
Franchise Fee-Telephone	\$ 203,752.79	\$ 184,140.94	\$ 190,000.00	\$ 160,000.00	\$ 140,000.00
Franchise Fee-CATV	\$ 108,359.62	\$ 100,367.51	\$ 95,000.00	\$ 95,000.00	\$ 85,000.00
Franchise Fee- Nat. Gas	\$ 137,526.08	\$ 140,754.47	\$ 142,800.00	\$ 185,000.00	\$ 185,000.00
Cigarette Tax	\$ 98,283.60	\$ 98,181.80	\$ 92,233.00	\$ 90,300.00	\$ 85,000.00
Alcohol Tax/License	\$ 30,152.50	\$ 31,353.72	\$ 29,290.00	\$ 26,000.00	\$ 28,000.00
Nid Tax Assessment	\$ 0.89	\$ 26.53	\$ -	\$ -	\$ -
Sub-Total	\$ 2,017,355.03	\$ 2,034,580.98	\$ 2,013,823.00	\$ 2,051,300.00	\$ 2,023,000.00
LICENSES AND PERMITS					
Occupational Licenses	\$ 52,683.50	\$ 56,233.00	\$ 48,000.00	\$ 50,000.00	\$ 57,000.00
Animal Control Fees	\$ 4,354.00	\$ 3,529.70	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00
Bldg & Inspection Permits	\$ 64,094.89	\$ 72,983.10	\$ 77,250.00	\$ 110,000.00	\$ 90,000.00
Excavation Permits	\$ 4,021.32	\$ 14,463.13	\$ -	\$ -	\$ -
Rezoning Filing Fee	\$ 5,295.00	\$ 6,027.00	\$ 6,500.00	\$ 8,100.00	\$ 8,500.00
Abandoned Property Registry	\$ -	\$ -	\$ -	\$ 11,000.00	\$ 8,000.00
Parking/Miscellaneous Permits	\$ 10,242.50	\$ 11,690.63	\$ 9,250.00	\$ 9,500.00	\$ 12,000.00
Land Disturb/Flood Permit Fees	\$ 240.00	\$ 1,429.50	\$ -	\$ -	\$ -
Sub-Total	\$ 140,931.21	\$ 166,356.06	\$ 147,000.00	\$ 193,100.00	\$ 180,000.00
INTERGOVERNMENTAL					
Federal & State Grants	\$ 172,399.78	\$ 116,626.16	\$ 1,606,300.00	\$ 65,000.00	\$ 48,200.00
A.C. Impound/serv fee	\$ 2,321.00	\$ 2,162.00	\$ 300.00	\$ 2,200.00	\$ 2,000.00
Seizures & Forfeitures Rev	\$ -	\$ -	\$ -	\$ -	\$ -
Taskforce Rev	\$ 115,172.67	\$ 930,541.43	\$ -	\$ -	\$ -
Reimb/Donation - Police	\$ 155,151.30	\$ 203,605.21	\$ 234,750.00	\$ 225,000.00	\$ 245,000.00
Reimb Extra Duty - Police	\$ 787.50	\$ 2,098.75	\$ 3,000.00	\$ 2,200.00	\$ 2,000.00
Reimb/Donation - Telecom	\$ -	\$ -	\$ -	\$ -	\$ -
Reimb/Donation - Fire	\$ 1,325.00	\$ -	\$ 1,020.00	\$ 1,000.00	\$ 1,000.00
Reimbursements	\$ 8,165.42	\$ 5,410.25	\$ 4,590.00	\$ 6,000.00	\$ 5,000.00
Bond-COP Amounts	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 455,322.67	\$ 1,260,443.80	\$ 1,849,960.00	\$ 301,400.00	\$ 303,200.00

8/30/2022

**CITY OF ROLLA
GENERAL FUND REVENUE PROJECTIONS**

<u>Account Titles</u>	<u>FY 2020 Actual</u>	<u>FY 2021 Actual</u>	<u>FY 2022 Budget</u>	<u>FY 2022 Estimated</u>	<u>FY 2023 Proposed</u>
CHARGES FOR SERVICES					
Fire Fund Assess./Inter.	\$ 56,433.41	\$ 56,433.40	\$ 58,140.00	\$ 57,844.00	\$ 59,000.00
Sewer District Admin. Payment	\$ 5,782.56	\$ 6,274.04	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Library Admin. Payment	\$ 287,958.62	\$ 311,098.74	\$ 310,750.00	\$ 300,250.00	\$ 328,850.00
PCESB Admin. Payment	\$ 1,195,268.01	\$ 1,229,428.29	\$ 1,452,550.00	\$ 1,317,659.00	\$ 1,512,835.00
Taskforce Admin Payment	\$ 3,117.85	\$ 44,895.89	\$ -	\$ -	\$ -
Edgar Springs Fire Admin	\$ -	\$ -	\$ -	\$ -	\$ -
Rolla Rural Fire Admin	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
RREC Admin. Payment	\$ 41,504.44	\$ 2,950.43	\$ -	\$ -	\$ -
TDD Admin/Eng Payment	\$ 65,125.00	\$ (83,137.50)	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00
Economic Develop Fin Tools	\$ -	\$ 7,000.00	\$ 11,000.00	\$ 10,000.00	\$ 6,000.00
Landfill Admin. Payment	\$ 4,720.56	\$ 10,707.48	\$ 4,888.00	\$ 7,000.00	\$ 6,000.00
Sub-Total	\$ 1,669,910.45	\$ 1,595,650.77	\$ 1,865,328.00	\$ 1,720,753.00	\$ 1,934,685.00
FINES AND FORFEITURES					
City Court Fines	\$ 129,945.05	\$ 152,208.76	\$ 183,600.00	\$ 182,000.00	\$ 185,000.00
Fines-Police Training	\$ 3,330.50	\$ 2,957.95	\$ 3,876.00	\$ 3,800.00	\$ 3,800.00
Sub-Total	\$ 133,275.55	\$ 155,166.71	\$ 187,476.00	\$ 185,800.00	\$ 188,800.00
MISCELLANEOUS					
Capital Lease/COP Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 895,000.00
Lease & Rent Income	\$ 7,930.00	\$ 8,350.00	\$ 8,466.00	\$ 9,000.00	\$ 9,200.00
Animal Shelter Donations	\$ 49,998.50	\$ 51,038.61	\$ 30,000.00	\$ 25,000.00	\$ 35,000.00
Interest Income	\$ 11,957.80	\$ 8,395.94	\$ 8,670.00	\$ 12,500.00	\$ 14,000.00
Sale of Property	\$ 20,099.45	\$ 40,043.92	\$ 22,440.00	\$ 12,000.00	\$ 75,000.00
Miscellaneous Income	\$ 8,344.48	\$ 19,135.47	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
AAC Rev/Police Evidence	\$ 15.45	\$ 0.84	\$ 25.00	\$ -	\$ -
Sub-Total	\$ 98,345.68	\$ 126,964.78	\$ 73,601.00	\$ 64,500.00	\$ 1,034,200.00
CONTRIBUTIONS TO/FROM					
Contri to/from Sewer Fund	\$ 325,900.00	\$ 456,100.00	\$ 231,000.00	\$ 205,000.00	\$ 209,000.00
Contri to/from Env Svs	\$ 166,900.00	\$ 173,500.00	\$ 107,000.00	\$ 231,000.00	\$ 200,000.00
Contri to/from Park Fund	\$ 69,300.00	\$ 80,700.00	\$ 35,000.00	\$ 107,000.00	\$ 89,000.00
Contri to/from Airport Fund	\$ -	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00
Contri to/from Cemetery Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Contri to/from Other Fund	\$ -	\$ -	\$ 205,000.00	\$ 365,000.00	\$ -
Contri to/from Street Fund	\$ 491,400.00	\$ 516,500.00	\$ 307,000.00	\$ 307,000.00	\$ 193,000.00
Contri to/from Rec. Center	\$ 70,600.00	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 1,124,100.00	\$ 1,226,800.00	\$ 885,000.00	\$ 1,250,000.00	\$ 726,000.00
FUND TOTAL	\$ 11,724,057.96	\$ 13,979,009.57	\$ 14,359,238.00	\$ 13,995,853.00	\$ 14,938,885.00

8/30/2022

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
SANITARY SEWER FUND
City of Rolla
Fiscal Year 2022 - 2023

	<u>Audit 2020</u>	<u>Audit 2021</u>	<u>Estimated 2022</u>	<u>Proposed 2023</u>
REVENUES				
Charges for Services	3,806,164	4,169,364	4,499,000	4,829,000
Grants	1,547	6,514	0	345,000
Other Income	95,951	209,830	46,210	88,400
Bond Proceeds	2,915,675	13,713,404	8,543,173	640,517
Total Revenues	6,819,337	18,099,112	13,088,383	5,902,917
EXPENDITURES				
Personnel	1,198,005	1,035,591	1,161,300	1,230,225
Supplies & Bldg. Mntc.	298,205	294,110	312,560	327,700
Services	1,274,274	1,465,444	1,046,779	474,490
Maintenance & Imp.	557,930	519,319	811,500	572,500
Capital Expenditures	3,834,852	14,819,892	7,937,914	3,269,517
Total Expenditures	7,163,266	18,134,355	11,270,053	5,874,432
EXCESS OF REVENUES OVER EXPENDITURES	(343,929)	(35,243)	1,818,330	28,485
FUND TRANSFERS				
To General Fund	(325,900)	(456,100)	(205,000)	(209,000)
To Street Fund	0	0	(292,391)	(232,200)
TOTAL REVENUES OVER EXPENDITURES	(343,929)	(35,243)	1,525,939	(203,715)
BEGINNING CASH BALANCE (10/1)	2,928,580	2,584,650	2,549,407	4,075,346
ENDING CASH BALANCE (9/30)	2,584,650	2,549,407	4,075,346	3,871,631
FOOTNOTES:				
RESTRICTED CASH	1,499,603	502,549	503,202	500,000
PROJECTED UNRESTRICTED CASH	1,085,047	2,046,859	3,572,144	3,371,631

NOTE: Depreciation expense is not included in the FY22 & FY23 budget. This will be factored into the audit.

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
City of Rolla
ENVIRONMENTAL SERVICES FUND
Fiscal Year 2022 - 2023

	Audit 2020	Audit 2021	Estimated 2022	Proposed 2023
REVENUES				
Charges for Services	2,935,928	3,162,718	3,205,800	3,370,650
Recyclable Sales	169,795	341,825	410,000	400,000
Grant Revenue	16,805	11,778	12,000	17,000
Misc. Income (Veh. Mntc.)	280,986	309,552	312,000	320,000
Lease Purchase Rev	0	0	0	0
Other Income	224,457	88,043	55,650	183,550
Total Revenues	3,627,972	3,913,917	3,995,450	4,291,200
EXPENDITURES				
Recycling Division	664,743	582,273	460,153	428,375
Sanitation Division	2,731,439	2,974,854	2,928,032	3,072,950
Vehicle Maintenance Division	467,802	465,948	473,573	496,230
Total Expenditures	3,863,984	4,023,074	3,861,758	3,997,555
EXCESS OF REVENUES OVER EXPENDITURES	(236,012)	(109,158)	133,692	293,645
FUND TRANSFERS				
To General Fund	(166,900)	(173,500)	(231,000)	(200,000)
TOTAL REVENUES OVER EXPENDITURES	(402,912)	(282,658)	(97,308)	93,645
BEGINNING CASH BALANCE (10/1)	2,233,210	1,830,298	1,547,640	1,450,332
ENDING CASH BALANCE (9/30)	1,830,298	1,547,640	1,450,332	1,543,977

NOTE: Depreciation expense is not included in the FY22 & FY23 budget. This will be factored into the audit.

EXPENDITURES BY CATEGORY

Personnel	1,898,916	1,685,703	1,746,925	1,761,325
Supplies & Bldg. Mntc.	28,379	34,603	31,435	31,890
Services	853,786	981,632	994,998	1,021,140
Maintenance & Imp.	441,775	538,537	607,700	560,100
Capital Expenditures	641,128	782,599	480,700	623,100
Total Expenditures	3,863,984	4,023,074	3,861,758	3,997,555

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
AIRPORT FUND
City of Rolla
Fiscal Year 2022 - 2023

	<u>Audit 2020</u>	<u>Audit 2021</u>	<u>Estimated 2022</u>	<u>Proposed 2023</u>
REVENUES				
Charges for Services	187,043	335,447	480,000	480,000
Other Income	107,940	163,556	137,766	125,728
Grants	2,757,864	157,828	35,462	0
Lease Proceeds	135,115	15,426	0	0
Total Revenues	3,187,961	672,256	653,228	605,728
EXPENDITURES				
Personnel	167,900	166,765	183,020	180,120
Supplies & Bldg. Maintenance	19,249	17,031	20,245	20,600
Services	408,907	320,398	468,099	450,840
Maintenance & Improvements	37,624	35,281	45,300	41,500
Capital Expenditures	2,721,433	290,648	132,304	101,500
Total Expenditures	3,355,114	830,124	848,968	794,560
EXCESS OF REVENUES OVER EXPENDITURES				
	(167,153)	(157,867)	(195,740)	(188,832)
FUND TRANSFERS				
From Street Fund	150,000	175,000	326,000	230,000
From General Fund	0	0	(35,000)	(35,000)
TOTAL REVENUES OVER EXPENDITURES				
	(17,153)	17,133	95,260	6,168
BEGINNING FUND BALANCE (10/1)				
	(87,774)	(104,927)	(87,794)	7,466
ENDING FUND BALANCE (9/30)				
	(104,927)	(87,794)	7,466	13,634

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
CEMETERY TRUST FUND
City of Rolla
Fiscal Year 2022 - 2023

	Audit 2020	Audit 2021	Estimated 2022	Proposed 2023
REVENUES				
Eternal Care	7,400	22,160	10,000	10,000
Other Income	1,701	1,059	10,345	500
Total Revenues	9,101	23,219	20,345	10,500
EXPENDITURES				
Miscellaneous	0	0	0	0
Capital Improvements	0	80,331	11,938	10,000
Total Expenditures	0	80,331	11,938	10,000
EXCESS OF REVENUES OVER EXPENDITURES				
	9,101	(57,112)	8,407	500
FUND TRANSFERS				
From General Fund	0	0	0	0
To General Fund	0	0	0	0
TOTAL REVENUES OVER EXPENDITURES				
	9,101	(57,112)	8,407	500
BEGINNING FUND BALANCE (10/1)				
	444,553	453,654	396,542	404,949
ENDING FUND BALANCE (9/30)				
	453,654	396,542	404,949	405,449

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
STREET/CAPITAL IMPROVEMENT FUND
City of Rolla
Fiscal Year 2022 - 2023

	<u>Audit 2020</u>	<u>Audit 2021</u>	<u>Estimated 2022</u>	<u>Proposed 2023</u>
REVENUES				
Taxes	5,041,294	5,437,529	5,875,000	6,133,000
Grants	24,277	8,239	0	416,000
Other Income	281,045	3,196,108	3,548,793	361,000
Bond Proceeds	0	0	3,500,000	0
TDD Reimbursements	7,096,167	7,381,278	0	0
Total Revenues	12,442,783	16,023,154	12,923,793	6,910,000
EXPENDITURES				
Personnel	1,408,693	1,279,687	2,163,452	2,303,300
Supplies & Bldg. Maintenance	21,983	22,318	38,350	41,350
Services	185,717	522,150	370,688	342,285
Maintenance & Improvements	602,256	1,362,669	820,975	1,087,500
Capital Expenditures	2,281,464	1,825,342	4,268,190	2,595,400
TDD Expenditures	7,134,151	6,775,862	3,799,500	1,660,000
Total Expenditures	11,634,263	11,788,027	11,461,155	8,029,835
EXCESS OF REVENUES OVER EXPENDITURES	808,520	4,235,127	1,462,638	(1,119,835)
FUND TRANSFERS				
To Airport Fund	(150,000)	(175,000)	(326,000)	(230,000)
From Sewer Fund	0	0	292,391	232,200
To General Fund	(491,400)	(516,500)	(307,000)	(193,000)
TOTAL REVENUES OVER EXPENDITURES	167,120	3,543,627	829,638	(1,542,835)
BEGINNING FUND BALANCE (10/1)	(118,330)	48,789	3,592,416	4,422,054
ENDING FUND BALANCE (9/30)	48,789	3,592,416	4,422,054	2,879,219
FOOTNOTES:				
RESTRICTED CASH	10,500	1,504,766	1,506,822	1,500,000
PROJECTED UNRESTRICTED CASH	38,289	2,087,650	2,915,232	1,379,219

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
RECREATION (CENTRE) FUND
City of Rolla
Fiscal Year 2022 - 2023

	Audit 2020	Audit 2021	Estimated 2022	Proposed 2023
REVENUES				
Taxes	733	231	0	0
Charges for Services	506,200	71,620	851,341	450,000
Other Income	34,383	85,173	220	0
Total Revenues	541,316	157,024	851,561	450,000
EXPENDITURES				
Personnel	671,690	0	9,700	10,750
Supplies & Bldg. Mntc.	214,938	0	125	150
Services	190,389	964,109	651,530	399,125
Maintenance & Imp.	49,677	0	0	0
Capital Expenditures	84,827	125,015	49,500	49,000
Total Expenditures	1,211,521	1,089,124	710,855	459,025
EXCESS OF REVENUES OVER EXPENDITURES	(670,205)	(932,099)	140,706	(9,025)
FUND TRANSFERS				
To General Fund	0	0	0	0
From General Fund	(70,600)	0	0	0
TOTAL REVENUES OVER EXPENDITURES	(740,805)	(932,099)	140,706	(9,025)
BEGINNING FUND BALANCE (10/1)	1,541,335	800,530	(131,569)	9,137
ENDING FUND BALANCE (9/30)	800,530	(131,569)	9,137	112

STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
PARKS FUND
City of Rolla
Fiscal Year 2022 - 2023

	Audit 2020	Audit 2021	Estimated 2022	Proposed 2023
REVENUES				
Taxes	1,372,133	1,550,776	1,641,890	1,709,200
Charges for Services	147,266	213,540	225,900	238,200
Other Income	32,200	37,681	170,300	26,500
Total Revenues	1,551,598	1,801,997	2,038,090	1,973,900
EXPENDITURES				
Administration Division	203,666	216,197	235,285	238,075
Parks Division	944,159	991,368	1,190,884	1,135,145
Splashzone Division	214,552	213,557	226,465	254,420
Outdoor Recreation Division	149,423	175,852	190,029	184,410
Total Expenditures	1,511,800	1,596,974	1,842,663	1,812,050
EXCESS OF REVENUES OVER EXPENDITURES	39,799	205,023	195,427	161,850
FUND TRANSFERS				
To General Fund	(69,300)	(80,700)	(107,000)	(89,000)
From General Fund	0	0	0	0
TOTAL REVENUES OVER EXPENDITURES	(29,501)	124,323	88,427	72,850
BEGINNING FUND BALANCE (10/1)	152,546	123,044	247,368	335,795
ENDING FUND BALANCE (9/30)	123,044	247,368	335,795	408,645
EXPENDITURES BY CATEGORY				
Personnel	867,365	901,352	1,020,183	1,113,550
Supplies & Bldg. Mntc.	93,481	122,743	110,097	115,000
Services	108,851	137,001	136,078	141,350
Maintenance & Imp.	134,006	151,413	202,800	167,750
Capital Expenditures	305,270	284,465	373,505	274,400
Total Expenditures	1,508,974	1,596,974	1,842,663	1,812,050

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
PARK LAND RESERVE FUND
City of Rolla
Fiscal Year 2022 - 2023

	Audit 2020	Audit 2021	Estimated 2022	Proposed 2023
REVENUES				
Other Income	368	562	1,323	40
Total Revenues	368	562	1,323	40
EXPENDITURES				
Miscellaneous	0	0	0	0
Capital Improvements	0	50,000	39,500	25,000
Total Expenditures	0	50,000	39,500	25,000
EXCESS OF REVENUES OVER EXPENDITURES	368	(49,438)	(38,177)	(24,960)
FUND TRANSFERS				
To General Fund	0	0	0	0
TOTAL REVENUES OVER EXPENDITURES	368	(49,438)	(38,177)	(24,960)
BEGINNING FUND BALANCE (10/1)	122,316	122,684	73,246	35,069
ENDING FUND BALANCE (9/30)	122,684	73,246	35,069	10,109

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STATEMENT OF REVENUES, EXPENDITURES AND FUND BALANCE
ARPA FUND
City of Rolla
Fiscal Year 2022 - 2023

	Audit 2020	Audit 2021	Estimated 2022	Proposed 2023
REVENUES				
Grant Revenue	0	0	4,141,680	0
Other Income	0	97	1,250	750
Total Revenues	0	97	4,142,930	750
EXPENDITURES				
Admin Expenses	0	0	25,000	325,000
Court Expenses	0	0	100,000	0
Finance Expenses	0	0	220,000	150,000
Telecommunications Expenses	0	0	11,071	0
Animal Control Expenses	0	0	44,454	100,000
Police Expenses	0	0	668,237	95,000
Fire Expenses	0	0	334,334	40,000
Community Development Expenses	0	0	35,000	0
Sewer Expenses	0	0	0	475,000
Recreation Expenses	0	0	850,000	450,000
Parks Expenses	0	0	45,000	0
Total Expenditures	0	0	2,333,096	1,635,000
EXCESS OF REVENUES OVER EXPENDITURES	0	97	1,809,834	(1,634,250)
FUND TRANSFERS				
From General Fund	0	0	0	0
To General Fund	0	0	0	0
TOTAL REVENUES OVER EXPENDITURES	0	97	1,809,834	(1,634,250)
BEGINNING FUND BALANCE (10/1)	(0)	(0)	97	1,809,931
ENDING FUND BALANCE (9/30)	(0)	97	1,809,931	175,681
EXPENDITURES BY CATEGORY				
Loss of Revenue	0	0	1,260,000	600,000
Equipment Expenditures	0	0	1,073,096	125,000
Building & Grounds Expenditures	0	0	0	660,000
Prof/Cont Expenditures	0	0	0	250,000
Total Expenditures	0	0	2,333,096	1,635,000

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**City of Rolla Personnel and Compensation System
2022-2023 Budget Year**

<u>Job Title</u>	<u>Department</u>	<u>Grade</u>	<u>FLSA</u>	<u>Total Employed</u>	<u>Risk Category</u>
Public Works Director	Engineering	20	E	1	Low
Finance Director	Finance	19	E	1	Low
Police Chief	Police	P11	E	1	Low
Fire Chief	Fire	F18	E	1	Low
Community Development Director	Community Dev.	18	E	1	Low
Parks Director	Parks	18	E	1	Low
Environmental Services Director	Environmental Svs	18	E	1	Low
Sr. Civil Engineer	Engineering	18	E	1	Low
Major	Police	P9	E	0	Low
Assistant Fire Chief	Fire	F16	E	1	Low
Civil Engineer	Engineering	16	E	0	Low
Police Captain	Police	P8	E	4	Low
Fire Captain	Fire	F-11	E	6	High
Fire Marshall	Fire	F-11	E	0	Low
Communications Chief	Police	T8	E	1	Low
Building Codes Administrator	Community Dev.	15	E	0	Low
MIS Coordinator	Finance	15	E	1	Low
Assistant Public Works Director	Engineering	15	E	0	Low
GIS Administrator	Engineering	15	E	1	Low
Environmental Specialist	Engineering	15	E	1	Low
Parks Superintendent	Parks	15	E	1	High
Environmental Services Superintendent	Environmental Svs	15	E	1	High
Street Superintendent	Street/Traffic	15	E	2	High
Waste Water Superintendent	Wastewater	15	E	1	High
Sewer Collection Superintendent	Wastewater	15	E	1	High
VIPS Coordinator	Police	P-6		1	Low
Detective Sergeant	Police	P-6		1	High
Police Sergeant	Police	P-6		4	High
City Planner	Community Dev.	14		1	Low
Airport Manager	Airport	14	E	1	Low
Assistant Superintend	Parks, Street, Sewer, Traffic	14		4	High
Project Coordinator Senior	Engineering/Street	14		2	Low
Police Corporal	Police	P-5		10	High
Detective	Police	P-5		3	High
Fire Lieutenant	Fire	F-8		6	High
Emergency Communications Officer Supervisor	Police	T6		3	Low
Building Inspector Senior	Community Dev.	13		0	Low
Accounting Specialist	Finance	13		1	Low
City Clerk	City Administration	13		1	Low
Lead Mechanic	Environmental Svs	13		1	High
Wastewater Foreman	Wastewater	13		1	High
Foreman	Street	13		1	High
Environmental Services Foreman	Environmental Svs	13		2	High
Rec Supervisor - Outdoor	Parks	13		2	Low

**City of Rolla Personnel and Compensation System
2022-2023 Budget Year**

<u>Job Title</u>	<u>Department</u>	<u>Grade</u>	<u>FLSA</u>	<u>Total Employed</u>	<u>Risk Category</u>
Police Officer Sr	Police	P-4		5	High
Police Officer	Police	P-4		9	High
Firefighter	Fire	F-7		15	High
Building Inspector	Community Dev.	12		2	Low
Project Coordinator (Design, GIS, Insp.)	Engineering/Street	12		1	Low
Account Clerk Sr	Finance	12		1	Low
Municipal Court Clerk	City Administration	12		1	Low
Plant Operator Senior	Wastewater	12		3	High
Equipment Operator Senior	Env Svcs/Street/Parks/ Sewer	12		17	High
Concrete Finisher Sr	Street	12		1	High
Traffic Technician Sr	Street	12		2	High
MIS Technician	Finance	12		1	Low
Emergency Communications Officer Sr	Police	T4		5	Low
Emergency Communications Officer	Police	T3		3	Low
Recycling Specialist	Environmental Svcs	11		1	Low
Equipment Operator II	Env Svcs/Street/Parks/ Sewer	11		5	High
Mapping Technician Sr	Engineering	11		1	Low
Mechanic	Environmental Svcs	11		1	High
Vehicle Service Technician	Environmental Svcs	11		1	High
Police Records Clerk Sup	Police	11		1	Low
Executive Assistant	PD, Eng, Env Svcs, Fire, Parks, Com Dev	11		5	Low
Building & Zoning Inspector	Community Dev.	11		1	Low
Police Cadet	Police	P-1		0	High
Engineering Technician	Engineering	10		0	Low
Right-of-Way Inspector	Street	10		0	High
Equipment Operator I	Env Svcs/Street/Sewer/Airport/Parks	10		18	High
Concrete Finisher I	Street	10		2	High
Account Clerk	Finance	10		1	Low
Deputy Court Clerk	City Administration	10		1	Low
Animal Control Supervisor	Police	9		1	High
Police Records Clerk	Police	9		2	Low
Senior Laborer	Environmental Svcs	9		1	High
Laborer	Environmental	9		2	High
Secretary	Police	9		1	Low
Animal Control Officer	Police	9		2	High
Custodian	City Hall, RPD	9		2	Low
	Total Employees			189	

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**CITY OF ROLLA
DEBT SERVICE SCHEDULE**

<u>DEPARTMENT / EQUIPMENT</u>	<u>FISCAL YEARS</u>				<u>BALANCE</u>
	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025 - FORWARD</u>	
FIRE					
SCBA - 2016	\$ -	\$ -	\$ -	\$ -	\$ -
FIRE TRUCK (LADDER) - 2011	\$ -	\$ -	\$ -	\$ -	\$ -
FIRE TRUCK - 2013	\$ 50,432.00	\$ -	\$ -	\$ -	\$ 50,432.00
FIRE TRUCK (LADDER) - 2018	\$ 129,583.43	\$ 129,583.43	\$ 129,583.43	\$ 777,500.58	2025-2030 \$ 1,166,250.87
FIRE TRUCK (LADDER) - 2023	\$ -	\$ -	\$ 94,000.00	\$ 1,034,000.00	2024-2036 \$ 1,128,000.00
	\$ 180,015.43	\$ 129,583.43	\$ 223,583.43	\$ 1,811,500.58	\$ 2,344,682.87
PUBLIC WORKS					
2000A WASTEWATER REV BOND	\$ -	\$ -	\$ -	\$ -	\$ -
2006B WASTEWATER REV BOND	\$ -	\$ -	\$ -	\$ -	\$ -
2020B WASTEWATER REV BOND (EST 3% INT)	\$ 687,685.00	\$ 1,295,610.00	\$ 1,306,760.00	\$ 14,007,308.00	2025-2036 \$ 17,297,363.00
2012B COP BOND (SEWER)	\$ 275,088.00	\$ 94,627.00	\$ 273,827.00	\$ 2,148,613.00	2025-2036 \$ 2,792,155.00
2015 COP (STREET)	\$ 566,470.00	\$ 564,740.00	\$ 566,480.00	\$ 566,500.00	\$ 2,264,190.00
2019A SEWER TREATMENT DESIGN GAP FUND (EST 4% INT)	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT - DUMP TRUCK, ETC (STREET)	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT - DUMP TRUCK, ETC (STREET)	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT - SEWER VAC	\$ -	\$ -	\$ -	\$ -	\$ -
2012A DNR ENERGY EFFICIENCY/AIRPORT	\$ 104,596.00	\$ 97,794.00	\$ 94,191.00	\$ 90,200.00	2025-2026 \$ 386,781.00
	\$ 1,633,839.00	\$ 2,052,771.00	\$ 2,241,258.00	\$ 16,812,621.00	\$ 22,740,489.00
ADMINISTRATION					
CITY HALL	\$ 187,621.00	\$ 187,621.00	\$ 187,621.00	\$ 94,355.00	2025 \$ 657,218.00
2012A DNR ENERGY EFFICIENCY/CENTRE (EXCLUDE SEWER)	\$ 118,335.00	\$ 124,966.00	\$ 124,908.00	\$ 114,800.00	2025-2026 \$ 483,009.00
FOREST SERVICE LAND	\$ 25,550.00	\$ 25,550.00	\$ 25,550.00	\$ 76,650.00	2026-2027 \$ 153,300.00
	\$ 331,506.00	\$ 338,137.00	\$ 338,079.00	\$ 285,805.00	\$ 1,293,527.00
POLICE					
ZUECHER SOFTWARE	\$ 38,000.00	\$ 41,430.23	\$ -	\$ -	\$ 79,430.23
	\$ 38,000.00	\$ 41,430.23	\$ -	\$ -	\$ 79,430.23
AIRPORT					
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
PARKS					
BACKHOE - 2022	\$ 26,479.56	\$ 26,479.56	\$ 26,479.56	\$ 52,959.12	\$ 132,397.80
	\$ 26,479.56	\$ 26,479.56	\$ 26,479.56	\$ 52,959.12	\$ 132,397.80
CENTRE					
IT EQUIPMENT	\$ 20,637.33	\$ 20,637.33	\$ 20,637.33	\$ -	\$ 61,911.99
	\$ 20,637.33	\$ 20,637.33	\$ 20,637.33	\$ -	\$ 61,911.99
COMBINED DEBT SERVICE PAYMENTS	\$ 2,192,477.32	\$ 2,567,608.32	\$ 2,850,037.32	\$ 18,962,885.70	\$ 26,573,008.66
BUDGET FROM 2023 FORWARD					\$ 24,380,531.34
8/30/2022					94

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion

**ITEM/SUBJECT: Oktoberfest
Street Closure
September 24th, 2022**

BUDGET APPROPRIATION (IF APPLICABLE):

DATE: 09/19/22

COMMENTARY:

A request has been made from the Public House Brewing Company to close the following street for Oktoberfest on Saturday, September 24th, 2022.

Rolla Street from 6th Street to 7th Street.

The streets will be closed from 9:00 a.m. to 7:00 p.m.

ITEM NO. IVA1

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: Motion

**ITEM/SUBJECT: 43rd Annual Arts & Crafts Festival
Street Closure
October 1st, 2022**

BUDGET APPROPRIATION (IF APPLICABLE):

DATE: 09/19/22

COMMENTARY:

A request has been made from the Downtown Business Association to close the following streets for the 43rd Annual Arts & Crafts Festival on Saturday, October 1st, 2022.

**Pine Street from 6th Street to 10th Street.
9th Street from Pine Street to Elm Street.**

The streets will be closed from 5:00 a.m. to 5:00 p.m.

ITEM NO. IVB1

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: Darin Pryor

ACTION REQUESTED: Motion

ITEM/SUBJECT: Homecoming Parade 2022

BUDGET APPROPRIATION

DATE: 09/19/2022

COMMENTARY:

Staff received a request from the Rolla Public Schools for a Homecoming Parade on Thursday October 6th at 6PM. The parade would start at the Rolla High School parking lot, proceed up 7th street to Pine street, down Pine street to 11th street, 11th to Oak, Oak to 8th, 8th to Cedar ending at the Rolla High School Parking lot. If approved the following streets will be closed from 4PM until 7PM for the parade and no parking will be allowed during these times.

- 7th Street from Walnut Street to Pine Street**
- Pine Street from 6th to 11th Street**
- 11th Street from Pine to Oak Street**
- Oak Street from 11th Street to 8th Street**
- 8th Street from Oak Street to Cedar Street**
- Cedar Street from 7th Street to 8th Street**

Staff from the Rolla Police Department and Rolla Public Works will assist with street closures for the parade.

ITEM NO. _____ IVC1



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: First Reading

SUBJECT: Gracie Place 2: A Minor Subdivision to combine lots and create an outlot at 2000 Hwy E

(SUB22-07)

MEETING DATE: September 19, 2022

Application and Notice:

Applicant/Owner - Jim Sowers of JRS Enterprises, Inc
Public Notice - <https://www.rollacity.org/agenda.shtml>

Background:

The applicant is under contract to sell an existing multi-family development. The plat would address a few issues that have been open for years. The development took in two platted common lots for access and parking. The development also includes an existing detention basin that serves a large area. The detention basin was intended to be owned by a homeowners association for common maintenance.

The plat would combine the two common lots that are used for the multi-family development and would create a new common lot for the existing detention basin.

Property Details:

Current zoning - PUD, Planned Unit Development; and R-3, Multi-family
Current use - Multi-family Residential
Land area - Lot 1: 2.02 acres; Lot A: 0.77 acres

Public Facilities/Improvements:

Streets - The subject property has frontage on Lizzy Lane, a local street; and frontage on State Hwy E, a collector road.
Sidewalks - No sidewalks are located adjacent to the property.
Utilities - The subject property should have access to all needed utilities.

Comprehensive Plan: The Comprehensive Plan designates the subject property as being appropriate for Medium/High Density residential uses.

Discussion:

The proposed plat appears to meet all zoning and subdivision requirements. A portion of the area is within a PUD, however, since no development of that area is proposed, there does not appear to be a need to amend the PUD or rezone that area.

Documents to demonstrate the common lot would be maintained and access easements for the detention basin will be provided prior to finalizing the plat.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a meeting on September 13, 2022 and voted 5-0 to recommend approval of the request.

Prepared by: Tom Coots, City Planner

Attachments: Area Map, Plat, Exhibit, Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF GRACIE PLACE 2.

(SUB 22-07)

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

SECTION 1: An ordinance approving the Minor Subdivision Final Plat of Gracie Place 2, a subdivision in City of Rolla, Phelps County, Missouri through the subdivision process.

SECTION 2: That this ordinance shall be in full force and effect from and after the date of its passage and approval. Building permits may not be issued by the Community Development Department until the plat has been filed with the Phelps County Recorder of Deeds.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 3RD DAY OF OCTOBER, 2022.

APPROVED:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counselor



Project Information:

Case No: SUB22-07
Location: 2000-2024 State Hwy E
Applicant: Jim Sowers of JRS Enterprises
Request:
Minor Subdivision to combine platted lots and
create a common lot



For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

(573) 426-6974
901 North Elm Street
City Hall: 2nd Floor
8:00 – 5:00 P.M.
Monday - Friday

COMMUNITY DEVELOPMENT DEPARTMENT

(573) 364-5333 | comdev@rollacity.org | www.rollacity.org/comdev

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Brady Wilson

ACTION: Procurement

ITEM/SUBJECT: Refuse Collection Truck

BUDGET APPROPRIATION: \$402,000

DATE: September 19, 2022

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COMMENTARY:

To continue the transition to automated collection vehicles used in both residential and commercial applications, the Department seeks to order a third truck to complete the fleet. The automated collection system has proven successful in increasing speed and efficiency, reducing risk of injury, and relieving manpower deficiencies. This specialized collection vehicle is considered a single-source purchase available through only one dealer in the region. Staff is recommending using Sourcewell (formerly NJPA) contract pricing as was done for the first and second trucks.

Sourcewell manages contracts through a competitive bid process that meets all legal bidding requirements. These contracts are available to governmental, educational and not-for-profit entities. Sourcewell leverages the buying power of 50,000 agencies nationwide just as a State contract leverages Missouri volume. Sourcewell develops RFB's for national competitive solicitations that meet or exceed local requirements.

Armor Equipment of Arnold, Missouri along with Heil Environmental hold the contract for this equipment. See attached specification sheet and contract price. Staff recommends using the Sourcewell contract to purchase the following truck at the listed price.

Heil 20-yard Half Pack Odyssey on a 2024 Mack chassis w/ Curotto Can - \$402,083.00

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CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Police SUV's

BUDGET APPROPRIATION: \$267,500 expected for FY 2023

DATE: September 19, 2022

Commentary:

1) As you are aware, the car market has been crazy this past year, and most all police pursuit vehicle orders were canceled by Chevrolet, Dodge, and Ford.

Last year, we went out for bids and ordered six (6) 2022 model year, all-wheel drive, pursuit package SUV's. They have all been cut from production, and we currently have approximately \$60,000 worth of vehicle equipment already purchased and stored with no Dodge Durangos in which to install them. We are asking permission to re-order six (6) Durangos as soon as the order bank opens, which should be any day, without going through the bid process, in order to secure some of the limited number of vehicles that will be made available. The price is expected to be \$42,234/each for an increase of \$36,978 above the original total.

2) The vehicle forecast for the upcoming year is not looking much better than the last. The Ford and Chevrolet order banks have come and gone, and the Dodge order bank will be opening any day.

For the coming budget year, we are scheduled to be approved for five (5) police vehicles. We were recently informed by someone at Don Brown Chevrolet (which has the State Bid for Chevrolet Police vehicles), that he had five 2023 Chevrolet Tahoes for sale that another agency had ordered and had to cancel, because their grant funding fell through. They have a build date of October 30, 2022, so they could theoretically be ready in November.

After explaining the current vehicle forecast to Mr. Butz, and the opportunity to purchase these Tahoes, he gave us permission to acquire the vehicles. I have signed an order invoice locking us in on these five (5) vehicles at a cost of \$39,776 per vehicle, for a total of \$198,880, which will be paid for out of the FY 2023 budget. We will start getting quotes on equipment for these. We are asking Council's approval for this purchase.

Recommendation:

Staff recommends a motion authorizing the police department to re-order six (6) Dodge Durangos as soon as the order bank opens, which will be for the FY 2022 budget year appropriation. We also request a motion to approve the purchase of five (5) Tahoes, for the FY 2023 budget year, from Don Brown Chevrolet.

ITEM NO. VB1

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JULIE PETERMAN

1601 East State Route 72, Rolla, MO 65401 • 573-694-1428 • petermanjulie95@gmail.com

CURRENT POSITION

Co-owner Farm Fresh Estate Sale, Rolla, MO

EDUCATION

Ed.S. Mental Health Practices in Schools, University of Missouri, Columbia, MO July 2017

M.Ed. Guidance and Counseling, Lincoln University, Jefferson City, MO May 2004

B.S. Education, Elementary Education, University of Missouri, Columbia, MO May 1994

PROFESSIONAL EXPERIENCE

Col. John B. Wyman Elementary, Rolla, MO 8/2003 to 5/2022

Elementary School Counselor

- Counseling Curriculum: Classroom Counseling Lessons - Career Awareness; Social Skills; Study Skills
- Individual Planning: Student Assessments; Academic and Behavior Intervention Coordinator; New Student Transition
- Responsive Services: Individual Counseling; Family & Teacher Consulting; Crisis Intervention; Social Skills Groups. Collaboration & Consultation with local mental health professionals
- Systems Support: Program Development & Coordination for District Counselors and Building; Student Assistance Team Leader; Response to Intervention Team Member; Positive Behavior Supports Team Member, Conscious Discipline Support Team Member

Rolla Middle School, Rolla, MO

8/2001 to 9/2002

Teacher-Grade 6 Social Studies

- Prepared and Taught Curriculum; Member of Newly Formed MAP Committee

Southwest Elementary School, Jefferson City, MO

8/1999-5/2001

Teacher-Grade 4/5 combination and 5

- Prepared and Taught Curriculum; Designed and Implemented Successful Combined 4th and 5th Grade Classroom; Tutored Academic Teams; Aligned Curriculum to the Show-Me Standards; Supervised Student Teachers and Practicum Students; Accelerated School Coach

Maries R-1 Elementary School, Vienna, MO

8/1994-5/1999

Teacher-Grade 5

- Prepared and Taught Curriculum; Taught Summer School Enrichment; Organized Units to Teach MMAT Science Objectives; Actively Participated in Committees and Professional Organizations; Mentored New Teachers, Supervised Student Teacher

LEADERSHIP EXPERIENCE

- Student Assistance Team Leader, Wyman Elementary (16 years)
- Behavior Intervention Team Leader, Wyman Elementary (9 years)
- School-wide Positive Support Team Leader, Wyman Elementary (5 years)
- Response to Intervention Team Leader, (3 years)
- Rolla Public School District Counselor Team Co-Chair, Rolla Public Schools (13 years)
- South Central School Counselor Association
 - President, Vice-President, Advocacy Chair, Elementary Chair, Secretary

MEMBERSHIPS

- Missouri School Counselor Association
- South Central School Counselor Association
- American School Counselor Association
- Missouri State Teachers Association

AWARDS

- **Missouri Elementary School Counselor of the Year (2020)**
- **South Central Missouri School Association Elementary Counselor of the Year (2020)**
- **Rolla Chamber Outstanding Educator of the Year (2016)**
- **Pennies for Patients 10 Years of Leadership Recognition (2015)**
- **South Central Missouri School Association Elementary Counselor of the Year (2009)**

CERTIFICATIONS

- **Missouri Department of Education**
 - Counselor K-8
 - Elementary Education 1-8
 - Social Studies 4-8
 - Social Studies 7-9