

**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, February 7, 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, ANN MURPHEY, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JODY EBERLY, ROBERT KESSINGER, CARROLYN BOLIN, STANLEY MAYBERRY, VICTORIA STEEN, AND DEANNE LYONS**

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**PLEDGE OF ALLEGIANCE**  
Councilwoman Moriah Renaud

**I. CONSENT AGENDA**

- A. Consider Approval of the City Council Minutes of:
1. City Council Meeting – January 3, 2022
  2. City Council Meeting – January 18<sup>th</sup>, 2022
  3. City Council Closed Session Minutes: January 18<sup>th</sup>, 2022
  4. City Council Workshop Minutes: January 10<sup>th</sup>, 2022

**II. PUBLIC HEARINGS** - None

**III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** – None

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

- a. Environmental Services Department Monthly Report – December 2021
- b. Building Codes monthly report – January 2022
- c. Police Department Monthly Report – December 2021
- d. Animal Control Division Report – December 2021 & end of Year 2021
- e. RMU monthly reports – December 2021
- f. Rolla Board of Public Works minutes for January 4, 2022
- g. The Centre Income Statement – December 2021
- h. Municipal Court Division Summary – December 2021
- i. Parks and Recreation update – February 2022
- j. City of Rolla Financial Reports – November 2021

February 7th, 2022

**V. OLD BUSINESS**

- A. **Ordinance** to approve interagency agreement between the City of Rolla and RADE (Rolla Area Drug Enforcement) (Police Chief Sean Fagan) **Final Reading**

**VI. NEW BUSINESS**

- A. **Ordinance** to authorize the City of Rolla Police Department to apply for traffic grants through the Missouri Department of Transportation (MoDOT). (Police Chief Sean Fagan) **First and Final Reading Requested**
- B. **Resolution** to authorize a Memorandum of Understanding (MOU) with the Rolla Downtown Business Association (RDBA) regarding the Historic Fountain Plaza. (City Administrator John Butz) **Motion**
- C. **Ordinance** to repeal and re-enact all of existing Section 27-92 of the Rolla City Code pertaining to no parking zones. (Public Works Director Steve Hargis) **First Reading**
- D. **Discussion** regarding service challenges and rates. (Environmental Services Director Brady Wilson)

**VII. CLAIMS and/or FISCAL TRANSACTIONS**

- A. **Award** of bid to Cahill's Construction for the new Animal Shelter Phase 1 and **ordinance** to enter into an agreement with same. (City Administrator John Butz) **Motion To Award/First Reading**
- B. **Award** of bid to Hutcheson Ford of St. James for the purchase of two vehicles. (City Engineer Darin Pryor) **Motion To Award**
- C. **Award** of Telephone Services for City Hall. (MIS Coordinator Brian Kinsey) **Motion to Award**
- D. **Award** of bid to Federal Signal Safety Corporation and Resolution to enter into a sales agreement with same for the purchase of 2 storm sirens. (Rolla City Fire Chief Ron Smith) **Award/Motion**

**VIII. CITIZEN COMMUNICATION**

**IX. MAYOR/CITY COUNCIL COMMENTS**

- A. **Motion** to appoint Marie Allen to the Board of Adjustment (June 2025)
- B. **Motion** to appoint Jonathan Hines as an Alternate for the Board of Adjustment (May 2027)
- C. **Motion** to approve the formation and appointment of Ad-Hoc Zoning Review committee.

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

**XI. CLOSED SESSION** – None

**XII. ADJOURNMENT**

**ROLLA CITY COUNCIL MEETING MINUTES  
MONDAY, JANUARY 3, 2022; 6:30 P.M.  
ROLLA CITY HALL COUNCIL CHAMBERS  
901 NORTH ELM STREET**

**Presiding:** Mayor Louis J. Magdits IV

**Council Members in Attendance via Zoom Videoconferencing:** Deanne Lyons and Jody Eberly

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

**Council Members Absent:** None

**Department Directors in Attendance via Zoom Videoconferencing:** None

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

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

**I. CONSENT AGENDA**

- A. Consider Approval of the City Council Minutes of:
1. City Council Meeting – December 6th, 2021
  2. City Council Meeting – December 20th, 2021
  3. City Council Closed Session Minutes: December 20th, 2021

A motion was made by Bolin and seconded by Murphey to approve the minutes. A voice vote showed 12 Ayes and Zero Nays.

**II. PUBLIC HEARINGS** - None

**III. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** –

- A. Dorsey Newcomb-Executive Director of Sustainable Ozarks Partnership (SOP): Update on goals and strategies impacting Fort Leonard Wood.  
Mr. Newcomb updated Council on the many accomplishments in support of Fort Leonard Wood in the four county FLW Region. Membership has grown to nearly 500 with a communication network that extends to over 2,500 people in this region. Additionally, he shared the many ways that Missouri is

January 3<sup>rd</sup>, 2022

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earning a reputation as being one of the most military supportive states in the United States.

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

- a. Environmental Services Department Monthly Report – November 2021
- b. Building Codes monthly report – November 2021
- c. Police Department Monthly Report – November 2021
- d. Animal Control Division Report – November 2021
- e. RMU monthly reports – November 2021
- f. Park Advisory Commission Minutes for November 17th, 2021
- g. Municipal Court Division Summary – November 2021
- h. Board of Adjustment Minutes for December 9<sup>th</sup>, 2021
- i. Planning & Zoning Commission Minutes – December 14th, 2021
- j. Development Review Committee Minutes – December 21st, 2021

Councilwoman Johnson brought attention to the 41% increase in building checks and that the Overdose death rate had tripled. Chief Fagan commented that the department was getting a lot of complaints on the homeless staying in some of the buildings at night. Chief said he is requiring all officers to put a call in for all building checks as a record that they are being done. The building checks are also helping identify what buildings are abandoned.

#### **V. OLD BUSINESS**

- A. **Ordinance** to approve the minor subdivision final plat of Subway Subdivision No. 2. (SUB21-08) (City Planner Tom Coots) City Counselor Lance Thurman read the ordinance for its final reading, by title: **ORDINANCE 4662: AN ORDINANCE TO APPROVE THE MINOR SUBDIVISION FINAL PLAT OF SUBWAY SUBDIVISION NO. 2. A motion was made by Fridley and seconded by Renaud to approve the subdivision. A roll call vote showed the following: Ayes: Eberly, Mayberry, Murphey, Bolin, Renaud, Steen, Kessinger, Higgins, Lyons, Johnson, Fridley, and Florence. Nays: none.**
- B. **Ordinance** to rezone 4120 and 4122 State Hwy V from the R-2, Two-family district to the M-2, Heavy Manufacturing district. (ZON21-13) (City Planner Tom Coots) City Counselor Lance Thurman read the ordinance for its final reading, by title: **ORDINANCE 4663: AN ORDINANCE TO APPROVE THE RE-ZONING OF 4120 AND 4122 STATE HWY V FROM THE R-2, TWO-FAMILY DISTRICT TO THE M-2, HEAVY MANUFACTURING DISTRICT. A motion was made by Johnson and seconded by Murphey to approve the re-zoning. A roll call vote showed the following: Ayes: Renaud, Florence, Steen, Bolin, Higgins, Murphey, Fridley, Johnson, Kessinger, Mayberry, Eberly, and Lyons. Nays: none.**
- C. **Ordinance** to rezone 602 N. Cedar; 407 E. 6<sup>th</sup>; and 603 N Walnut from the R-3, Multifamily district and the C-2, General Retail district to the C-1, Neighborhood Commercial district (ZON21-12) (City Planner Tom Coots) City Counselor Lance Thurman read the ordinance for its final reading, by title: **ORDINANCE 4664: AN ORDINANCE TO APPROVE THE RE-ZONING OF 602 N CEDAR; 407 E 6<sup>TH</sup>, AND 603 N WALNUT FROM THE R-3, MULTI-FAMILY AND C-2, GENERAL RETAIL DISTRICTS TO THE C-1, NEIGHBORHOOD COMMERCIAL DISTRICT. A motion was made by Kessinger and seconded by Bolin to approve the re-zoning. A roll call vote showed the following: Ayes: Fridley, Kessinger, Higgins, Bolin, Renaud, Steen, Mayberry, Murphey, Lyons, Johnson, Eberly, and**

Florence. Nays: zero.

- D. **Ordinance** to authorize an agreement with the Missouri Highway and Transportation Commission for a State Block Grant to replace the beacon at the Rolla National Airport.

(City Engineer Darin Pryor) City Counselor Lance Thurman read the ordinance for its final reading, by title: ORDINANCE 4665: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A STATE BLOCK AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION. A motion was made by Johnson and seconded by Kessinger to authorize the agreement. A roll call vote showed the following: Ayes: Steen, Murphey, Higgins, Renaud, Mayberry, Bolin, Lyons, Johnson, Kessinger, Florence, Fridley, and Eberly. Nays: zero.

- E. **Ordinance** to approve Change Orders 4 and 5 for Project 359 – University Drive Realignment.

(Darin Pryor City Engineer) City Counselor Lance Thurman read the ordinance for its final reading, by title: ORDINANCE 4666: AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN CHANGE ORDER BETWEEN THE CITY OF ROLLA, MISSOURI AND DONALD MAGGI INC, FOR UNIVERSITY DRIVE REALIGNMENT, PROJECT #359. A motion was made by Bolin and seconded by Murphey to authorize the change orders. A roll call vote showed the following: Ayes: Murphey, Lyons, Mayberry, Bolin, Renaud, Steen, Kessinger, Higgins, Eberly, Florence, Fridley, and Johnson. Nays: zero.

VI. **NEW BUSINESS** - None

VII. **CLAIMS and/or FISCAL TRANSACTIONS** - None

VIII. **CITIZEN COMMUNICATION** - None

IX. **MAYOR/CITY COUNCIL COMMENTS** - None

X. **COMMENTS FOR THE GOOD OF THE ORDER** –

- A. Councilman Kessinger congratulated John Butz on being appointed to the Central Workforce Development Board.
- B. Councilwoman Bolin stated that a constituent had brought to her attention that bicyclists were not abiding by the same rules as vehicles and were darting out into traffic instead of stopping at stop signs. Councilman Kessinger commented on how easy it was to miss a cyclist in their blind spot.

XI. **CLOSED SESSION** - None

XII. **ADJOURNMENT**

Having no further business, the meeting adjourned at approximately 7:05 pm  
Minutes respectfully submitted by City Clerk Lorri Thurman.

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CITY CLERK

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MAYOR

January 3<sup>rd</sup>, 2022

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**ROLLA CITY COUNCIL MEETING MINUTES  
TUESDAY, JANUARY 18TH, 2022; 6:30 P.M.  
ROLLA CITY HALL COUNCIL CHAMBERS  
901 NORTH ELM STREET**

**Presiding:** Mayor Louis J. Magdits IV

**Council Members in Attendance via Zoom Videoconferencing:** Megan Johnson, Matt Fridley, and Lister Florence

**Council Members in Physical Attendance:** Moriah Renaud, Terry Higgins, Ann Murphey, Jody Eberly, Carrolyn Bolin, Robert Kessinger, Stanley Mayberry, and Victoria Steen.

**Council Members Absent:** Deanne Lyons

**Department Directors in Attendance via Zoom Videoconferencing:** Recreation Centre Director Marci Fairbanks

**Department Directors and Other City Officials in Physical Attendance:** City Administrator John Butz, Community Development Director Steve Flowers, Public Works Director Steve Hargis, Environmental Services Director Brady Wilson, Police Chief Sean Fagan, Fire Chief Ron Smith, Assistant Fire Chief Jeff Breen, Parks Director Floyd Jernigan, and City Counselor Carolyn Buschjost.

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

I. **PUBLIC HEARINGS** - None

II. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** –

- A. Fire Chief Ron Smith: Presentation of Life Saving Awards. Challenge coins were awarded to two brothers, Tim Longinotti and Bill Longinotti, for their quick response and calling 911 for their neighbor, who was not responsive. Lifesaving awards were issued to Rolla City Fire Shift B, for quickly coming to their aid and administering life saving techniques. Thanks to the quick response of all involved, the patient was breathing and coherent by the time they got to the hospital.
- B. Ms. Lonna Sowers President of RDBA and Russell Volmert Landscape Architect from St. Louis and our original DREAM consultant : Fountain Plaza Project  
Council was officially introduced to the Downtown Fountain project, completing nearly 20+ years of strategic planning. If partnerships with the City of Rolla are made to manage the project, the total cost would be \$230,000 compared to \$500,000 from outside contractors, with an in-kind match of \$60,000 from the City of Rolla and possibly \$25,000 of ARPA funds. This would leave \$145,000 to be raised through public and private sponsorship programs. \$5000 has already been donated from Burlington

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Northern Railroad and \$10,000 has been donated by Bank of Missouri. The Council agreed to draft an MOU with RDBA to be considered at a future meeting.

**III. OLD BUSINESS - None**

**IV. NEW BUSINESS**

- A. **Resolution** to approve MOU between the City of Rolla and RREC (Rolla Regional Economic Commission). (City Administrator John Butz) RREC was developed in 2004 as a countywide effort to consolidate all available economic development organizations under one umbrella. The City has been a primary contributor to that since its formation. There are 19 contributing partners besides the City of Rolla. This Resolution would renew the MOU for another 5 years. City Counselor Carolyn Buschjost read the resolution for one reading, by title: RESOLUTION 2000: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE ROLLA REGIONAL ECONOMIC COMMISSION AND THE CITY OF ROLLA. A motion was made by Eberly and seconded by Bolin to pass the resolution. A voice vote showed 11 ayes, zero nays, and 1 absent.
- B. **Ordinance** to approve interagency agreement between the City of Rolla and RADE (Rolla Area Drug Enforcement) (Police Chief Sean Fagan) The agreement would create a multi-jurisdictional drug task force in Phelps County to provide more effective law enforcement protection in the Rolla area. City Counselor Carolyn Buschjost read the ordinance for its first reading, by title: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE ROLLA AREA DRUG ENFORCEMENT TASKFORCE (RADE).

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

- A. **Motion** to award bid to Capri Pool & Aquatics for the replacement of Splash Zone filter media. (Parks Director Floyd Jernigan) The Splash Zone filter media is overdue to be replaced. The proposal is for the use of glass beads which has a better filtration rate, lasts longer, creates a better flow which is less stress for the pumps, promotes healthier swimming and saves on water and chemistry usage. A motion was made by Murphey and seconded by Johnson to award the bid to the lowest bidder, Capri Pool & Aquatics of Edwardsville, Ill. For \$11,250.00. A voice vote showed 11 ayes, zero nays and 1 absent.
- B. **Resolution** to consider a revision to the FY 2021 Budget. (Finance Director Steffanie Rogers) The presented budget adjustments increase budgeted revenues by \$4,247,950 (mostly through \$899,000 reimbursed by the Rolla Rural Fire District and increases in Federal Grants (\$2,061,340 ARPA), sales tax and use taxes and an increase in expenditures of \$2,888,993 (depreciation expenses of \$1,192,500 sewer and environmental services). Not including depreciation and ARPA, the budget adjustments provide a net change of almost \$490,117. These adjustments are intended to modify the budget to the actual year-end projections. City Counselor Carolyn Buschjost read the Resolution for one reading, by title: RESOLUTION 2001: A RESOLUTION AUTHORIZING BUDGET ADJUSTMENTS FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND APPROPRIATING FUNDS PURSUANT



THERETO. A motion was made by Bolin and seconded by Eberly to approve the adjustments. A voice voted showed 11 Ayes, zero nays and 1 absent.

- C. **Resolution** to Authorize Participation in ARPA funding. (City Administrator John Butz) This resolution authorizes the City's acceptance and compliance of Treasury rules and conditions. The resolution also stipulates that the Rolla City Council retains full authority to use or expend ARPA funds by separate action. City Counselor Carolyn Buschjost read resolution for one reading, by title: RESOLUTION 2002: A RESOLUTION OF THE CITY OF ROLLA STATING INTENT TO OBTAIN FUNDS ALLOCATED TO THE CITY ROLLA THROUGH THE AMERICAN RESCUE PLAN ACT (ARPA) AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE APPROPRIATE DOCUMENTS TO PURSUE ACTIVITIES REQUIRED FROM THE U.S. TREASURY AND THE STATE OF MISSOURI AND APPROVING THE TERMS, CONDITIONS AND COMPLIANCE ASSOCIATED THEREWITH. A motion was made by Bolin and seconded by Murphey to pass the resolution. A voice vote showed 11 Ayes, zero nays, and 1 absent.

Secondarily the City Council enacted the FY2022 budget addressing the "loss revenue" provision of ARPA with the initial \$2.1M distribution. The Centre, General Fund and Splash zone were the three City services most directly impacted by COVID. A motion was made by Kessinger and seconded by Higgins to authorize the transfer of funds. A voice vote revealed 11 ayes, zero nays, and 1 absent.

## VI. CITIZEN COMMUNICATION

- A. Request to allow UTVs on city streets - Mr. Kelly Martin

Mr. Martin requested Council to consider repealing the ordinance that prohibits UTV's from driving in the city limits. Kessinger made a motion and Murphey seconded, to initiate a draft ordinance for Council consideration. A voice vote revealed 11 ayes, zero nays, and 1 absent.

- B. Zachary Millbradt - 1409 Commercial: Asked Council if they would be considering reinstating a mask mandate any time soon. Councilman Kessinger provided his medical opinion on flattening the curve and the failure of masks to live up to their protective expectations. Councilwomen Higgins and Renaud added that they agreed with Councilman Kessinger and would not be considering a mask mandate at this time.

## VII. MAYOR/CITY COUNCIL COMMENTS

- A. Appointment to Board of Adjustment – No appointment was made.

## VIII. COMMENTS FOR THE GOOD OF THE ORDER

### IX. CLOSED SESSION - Closed Session RSMo 610.021 (1) Legal Actions

At 8:03, a motion was made by Eberly and seconded by Higgins to adjourn into closed session. A roll call voted revealed the following: Ayes: Murphey, Mayberry, Bolin, Renaud, Steen, Kessinger, Higgins, Eberly, Florence, Fridley, and Johnson. Nays: zero. Absent Lyons.

At 8:30, Council returned from closed session. City Counselor Carolyn Buschjost stated that Council discussed one item regarding a legal matter and no further action was taken.

**X. ADJOURNMENT**

Having no further business, the meeting adjourned at approximately 8:36 pm  
Minutes respectfully submitted by City Clerk Lorri Thurman.

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CITY CLERK

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MAYOR

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Council Workshop  
Monday, January 10<sup>th</sup>, 2022  
Council Chambers  
Rolla City Hall, 901 N. Elm St., Rolla, MO  
5:30 pm

**Councilmembers Present:** Moriah Renaud, Terry Higgins, Megan Johnson, Ann Murphey, Matt Fridley, Jodi Eberly, Robert Kessinger, Stanley Mayberry, and Victoria Steen

**Absent:** Carrolyn Bolin, Lister Florence, and Deanne Lyons

**Other City Officials Present:** Mayor Louis J Magdits IV, City Administrator John Butz, City Engineer Darin Pryor, Police Chief Sean Fagan, Centre Recreation Director Marcie Fairbanks, and Fire Chief Ron Smith

**Other City Officials Present via Zoom:** Parks Director Floyd Jernigan

At 5:30pm Mayor Magdits called the workshop to order and gave a brief introduction to government accounting verses private sector accounting as well as an introduction to the General Fund. Mr. Magdits then turned the meeting over to the City Administrator John Butz.

A. Review of the updated 10 Year Sustainability.

City Administrator John Butz presented the updated Ten Year Sustainability of the General Fund. The General Fund Expenditures budgeted for 2022 totaled \$14,573,368 with budgeted revenues totaling \$14,359,238. Public Safety makes up 71.3% of the General Fund. The current sales tax rate in Rolla is 7.6% (+1% in Special Taxing Districts). The current Rolla City sales tax rate is 2.25% with one cent going to the General Fund, ½ cent going to Transportation, ½ cent going to capital improvement and ¼ cent going to the Park Fund, (1/16 of which will sunset in October of 2023). Sources of current revenue and an explanation of those that were declining were discussed. Two Models were presented to Council, forecasting General Fund spending over the next 10 years based on different assumptions. Discussions were then reviewed of future spending cuts (including manpower) or additional revenue enhancement. After discussion a majority of Council present said they would be willing to appeal to our Legislators about special legislation in the 2022 MO Legislative Session to give us the opportunity to submit such a sales tax to voters after 2022.

B. Review budgetary implications of ARPA funding.

The City of Rolla will receive \$4,122,681 (+/-) in ARPA funding. Mr. Butz discussed the evolving rules pertaining to what cities may and may not apply the ARPA funds toward as well as the current spending priorities and rationale and how those priorities mirror the Statement of Principle/Policy set forth by the Fiscal Advisory committee.

Adjournment: With no further business to discuss, the meeting was adjourned at approximately 7:36pm.

Minutes respectfully submitted by City Clerk, Lorri Thurman.

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Mayor, Louis J Magdits IV

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City Clerk, Lorri Thurman



**DECEMBER MATERIALS COLLECTED & SHIPPED  
FROM RECYCLING CENTER**

(Based on Calendar Year)

Material	Dec 2021	Nov 2021	Dec 2020	Year-to-Date 2021	Year-to-Date 2020	Yearly Total 2020
Cardboard	122.5 ton	146.0 ton	157.5 ton	1,649.0 ton	1,567.4 ton	1,567.4 ton
Newspaper	36.5 ton	35.1 ton	38.5 ton	527.1 ton	443.9 ton	443.9 ton
High Grade Paper	0.0 ton	0.0 ton	0.0 ton	65.5 ton	65.0 ton	65.0 ton
Aluminum	1.7 ton	1.7 ton	1.9 ton	19.7 ton	19.0 ton	19.0 ton
Steel Cans/Scrap Metal	3.6 ton	4.2 ton	7.3 ton	63.7 ton	59.7 ton	59.7 ton
Plastic	20.5 ton	0.0 ton	10.1 ton	122.6 ton	114.0 ton	114.0 ton
Glass	22.0 ton	0.0 ton	18.0 ton	260.2 ton	283.5 ton	283.5 ton
Batteries	0.0 ton	0.0 ton	0.0 ton	0.3 ton	0.8 ton	0.8 ton
Electronic Waste	3.2 ton	4.3 ton	0.0 ton	47.8 ton	45.3 ton	45.3 ton
Household HW	0.0 ton	0.0 ton	1.4 ton	0.3 ton	4.0 ton	4.0 ton
<b>TOTAL</b>	<b>210.0 ton</b>	<b>191.3 ton</b>	<b>234.6 ton</b>	<b>2,756.0 ton</b>	<b>2,602.6 ton</b>	<b>2,602.6 ton</b>

**SERVICES PROVIDED**

Type of Service	Dec 2021	Nov 2021	Dec 2020	Year-to-Date 2021	Year-to-Date 2020	Yearly Total 2020
Special Pick-ups	58	42	65	732	911	911
Paper Shredding	3.5 hours	3.0 hours	3.5 hours	64.3 hours	61.2 hours	61.2 hours
Reported Trash Nuisances	0	0	8	0	156	156
Households Dropping Off Hazardous Waste	58	78	29	762	804	804

**DISPOSAL TONNAGE**

(Sanitation Division)

Material	Dec 2021	Nov 2021	Dec 2020	Year-to-Date 2021	Year-to-Date 2020	Yearly Total 2020
Refuse	1,503.3 ton	1,779.5 ton	1,375.3 ton	18,681.1 ton	15,987.6 ton	15,987.6 ton



**Management Report  
FISCAL YEAR 2022**

**January 2022**

BUILDING PERMITS ISSUED	JANUARY FY 2022		JANUARY FY 2021		YTD FY 2022		YTD FY 2021		Δ CHANGE FY 21 - FY 22	
	#	Value	#	Value	#	Value	#	Value	# ISSUED	\$ VALUE
<b>PERMITS ISSUED</b>	30	\$ 1,739,800	23		139		116		19.8%	
Electric, Plumbing, etc. Only	6		12	\$ -	42	\$ -	42	\$ 4,000	0.0%	-100.0%
Single Family Detached	-		1	\$ 273,420	5	\$ 1,570,027	2	\$ 525,820	150.0%	198.6%
Single Family Attached	-		-		8	\$ 1,437,000	-			
Duplexes	1	\$ 291,800	-		1	\$ 291,800	-			
3-or-4 family	2	\$ 818,650	-		8	\$ 3,402,590	1	\$ 492,700	700.0%	590.6%
5-or-more family	-		-		-		-		#DIV/0!	#DIV/0!
Hotels, Motels	-		-		-		-			
Other nonhousekeeping shelter	-		-		-		-			
Amusement, social, recreational	1	\$ 150,000	-		2	\$ 291,500	-			
Churches, other religious	-		-		-		-			
Industrial	-		-		-		-			
Parking garages	1	\$ 2,500	-		2	\$ 82,500	-			
Service stations, repair garages	-		-		-		-			
Hospitals, institutional	-		-		-		-			
Offices, banks, professional	-		-		-		1	\$ 614,100	-100.0%	-100.0%
Public Works, utilities	-		-		-		-			
Schools, other educational	-		-		-		-			
Stores, customer	-		-		-		-			
Towers, antennas	-		-		-		-			
Signs, attached and detached	5	\$ 43,100	1	\$ 1,450	18	\$ 137,800	14	\$ 90,000	28.6%	53.1%
Residential addition, remodel	7	\$ 355,650	6	\$ 134,700	28	\$ 899,650	21	\$ 303,500	33.3%	196.4%
Commercial addition, remodel	2	\$ 78,100	3	\$ 143,100	14	\$ 2,305,600	11	\$ 353,100	27.3%	553.0%
Residential garage, carport	-		-		-		-			
Demolition, single family	5		-		8		22		-63.6%	#DIV/0!
Demolition, 2-family	-		-		-		-			
Demolition, 3-or-4 family	-		-		-		-			
Demolition, 5-or-more family	-		-		-		-			
Demolition, all other	-		-		2		2		0.0%	
Total Residential Units	10	\$ 1,110,450.00	-		6	\$ 6,701,417	5	\$ 745,101	20.0%	799.4%
<b>EST. CONSTRUCTION COSTS</b>		\$ 1,739,800		\$ 552,670		\$ 10,418,467		\$ 2,383,220	#DIV/0!	337.2%
Building Permit Fees		\$ 5,926		\$ 3,308		\$ 37,823		\$ 13,895	#DIV/0!	172.2%
<b>FEEES</b>		\$ 14,426		\$ 7,358		\$ 85,023		\$ 34,245	#DIV/0!	148.3%

INSPECTIONS PERFORMED	JANUARY FY 2022		JANUARY FY 2021		YTD FY 2022		YTD FY 2021		FY FY 21 - FY 22	
	#	Value	#	Value	#	Value	#	Value	#	%
<b>INSPECTIONS PERFORMED</b>	177		129		703		402		75%	
Building Inspections	59		91		266		268		-1%	
Electrical Inspections	0		0		0		0		#DIV/0!	
Excavation Inspections	47		57		184		174		6%	
Plumbing Inspections	30		31		96		110		-13%	
Mechanical Inspections	253		206		1029		642		60%	
Code Inspections	167		56		329		194		70%	
Nuisance Inspections	21		22		46		39		18%	
Business License Inspections	754		592		2653		1,829		45%	
<b>TOTAL INSPECTIONS</b>										

14.6.1





# Rolla Police Department Monthly Report

## YTD 2021

### Calls for Service

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

<u>Description</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>YTD</u>	<u>2020 YTD</u>	<u>% Increase</u>
Abandoned/Recovered Property	20	17	11	21	20	21	26	14	20	22	8	12	212	269	-21.19%
Abandoned Vehicle	16	15	15	12	23	25	27	24	18	25	26	14	240	178	34.83%
Accident - Fatality	0	0	0	0	0	0	1	0	0	0	0	0	1	1	0.00%
Accident - Injury	21	11	25	16	23	17	10	9	16	19	15	27	209	168	24.40%
Accident - Leave The Scene	13	16	15	17	14	18	14	18	15	15	19	19	189	148	27.70%
Accident - No Injury	48	37	39	34	35	48	28	31	39	53	40	40	472	441	7.03%
Accident - Private Property	12	20	23	27	22	24	29	28	29	29	27	21	291	259	12.36%
Accident - Road Blocked	6	8	10	11	4	11	4	6	6	6	8	4	84	77	9.09%
Adult Abuse	0	0	0	0	0	1	1	0	1	1	0	0	4	1	300.00%
Alarm LE	74	73	56	67	53	71	70	56	58	62	48	84	772	516	49.61%
Animal Bite/Attack	2	2	5	4	2	5	7	4	0	1	2	5	39	39	0.00%
Animal Control	79	82	124	116	164	134	128	133	154	131	96	97	1,438	1,312	9.60%
Arson	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0.00%
Assault	7	10	9	10	6	10	16	6	11	10	19	19	133	120	10.83%
Assist Agency Non-LEA	85	63	94	69	66	76	89	105	71	77	84	83	962	823	16.89%
Assist Citizen	10	14	6	6	8	12	8	5	7	9	9	8	102	73	39.73%
Assist LEA	28	14	24	22	21	16	11	17	13	14	11	9	200	153	30.72%
Assist Motorist	32	49	29	27	27	25	35	24	27	20	33	25	353	216	63.43%
Benevolent Fund	0	0	0	0	0	0	0	0	0	0	0	0	0	81	-100.00%
Bomb Threat	0	0	0	0	0	0	0	0	0	0	0	0	0	1	-100.00%
Building Lockout	0	1	0	0	0	1	0	0	0	2	0	0	4	7	-42.86%
Burglary	20	17	21	15	16	17	17	13	18	16	23	17	210	250	-16.00%
Business/Building Check	303	179	202	129	152	315	175	209	161	213	190	199	2,427	1,813	33.87%
Call for Police	77	60	105	105	110	129	125	115	87	101	66	102	1,182	840	40.71%
Check Well Being	96	98	88	92	93	124	119	123	102	118	74	94	1,221	1,014	20.41%
Child Abuse	1	2	5	8	2	3	0	1	3	1	1	1	28	23	21.74%
Child Exploitation/Pornography	0	0	0	0	1	0	0	0	0	1	0	1	3	1	200.00%
Commitment Order (Muni)	0	0	0	0	0	0	0	0	0	0	0	0	0	2	-100.00%
Confidential Investigation	0	0	0	0	0	0	0	0	0	0	1	0	1	7	-85.71%
Conservation Violation	0	0	0	0	0	0	0	0	0	1	1	0	2	2	0.00%
Court	3	10	13	21	16	12	8	24	17	9	14	11	158	93	69.89%
Crossing Guard (Officer coverage)	7	11	0	4	0	0	1	4	16	24	27	1	95	29	227.59%
CWB 911 Hangup	237	249	266	259	283	260	320	284	259	243	220	228	3,108	3,294	-5.65%
Death	0	0	3	3	1	0	1	1	0	2	2	1	14	14	0.00%
Destruction of Property	16	8	19	23	18	13	23	23	28	16	17	18	222	179	24.02%
Disturbance-Fireworks	0	0	0	1	0	4	26	1	1	2	1	0	36	52	-30.77%
Disturbance-Liquor	2	1	2	1	0	2	0	1	1	0	1	1	12	9	33.33%
Disturbance-Other	62	68	91	81	74	110	77	92	81	60	62	68	926	897	3.23%
Domestic Violence	32	40	50	38	41	42	36	43	30	38	41	47	478	449	6.46%
Driving While Intoxicated	6	3	10	5	9	7	18	13	13	12	14	10	120	124	-3.23%
Drown/Water Rescue	0	0	0	0	0	1	1	0	0	0	0	0	2	2	0.00%
Drug Paraphernalia	13	15	5	6	3	4	6	7	6	7	8	4	84	121	-30.58%
Escort - Bank	0	1	0	0	0	0	0	0	1	0	0	0	2	3	-33.33%
Escort - Courtesy	12	8	10	20	8	10	5	7	8	6	5	7	106	82	29.27%
Escort - Funeral	10	9	6	6	6	7	10	5	8	9	10	7	93	81	14.81%
Exparte Violation	5	5	8	7	7	7	13	8	7	6	12	14	99	78	26.92%
Field Interview	34	28	54	49	69	62	54	72	105	57	41	40	665	541	22.92%
Fight	4	1	7	6	13	7	3	7	3	10	5	8	74	86	-13.95%
Fingerprints	1	3	6	17	11	9	5	3	4	10	13	7	89	97	-8.25%
Follow-up	175	117	103	137	134	116	158	122	163	107	100	125	1,557	1,528	1.90%
Foot Patrol	0	1	4	0	1	2	1	1	0	1	0	0	11	5	120.00%
Forgery-Counterfeiting	0	0	0	0	2	1	0	0	2	2	3	0	10	16	-37.50%
Found Body	0	0	0	0	0	0	0	1	0	1	0	0	2	0	#DIV/0!
Fraud - Checks/Credit Card	11	15	10	30	27	13	11	25	15	32	19	10	218	262	-16.79%
Harassment	12	21	17	13	22	23	15	15	28	11	23	23	223	218	2.29%
Hotel/Motel Check	0	0	0	0	0	1	0	0	0	0	0	0	1	8	-87.50%
Identity Theft	1	0	1	1	1	0	0	0	0	1	0	0	5	4	25.00%
Information Request	204	179	220	215	243	254	251	235	207	217	236	220	2,681	2,646	1.32%
Intoxicated Person	7	7	19	6	10	8	15	14	8	6	9	13	122	118	3.39%

<b>Description</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>	<b>2020 YTD</b>	<b>% Increase</b>
Juvenile Complaint	5	3	14	4	5	8	10	14	6	9	13	8	99	95	4.21%
Keep the Peace/Standby	2	5	17	4	9	12	20	21	16	12	13	9	140	135	3.70%
Kidnapping	0	0	0	0	0	0	0	2	0	1	0	0	3	3	0.00%
Leave without Pay	0	2	1	0	1	0	1	1	1	3	1	2	13	27	-51.85%
Liquor Violation	0	0	2	0	0	0	0	0	1	0	0	0	3	6	-50.00%
Littering/Dumping	0	0	3	4	3	2	2	5	4	6	4	6	39	38	2.63%
Loitering	8	4	4	6	14	18	22	14	18	12	5	6	131	120	9.17%
Lost or Stolen Property	6	5	3	3	2	10	4	6	5	6	4	9	63	60	5.00%
Loud Noise Complaint	22	19	16	30	38	19	16	12	19	24	20	33	268	291	-7.90%
Malicious Mischief	1	2	0	0	1	0	0	1	0	1	1	4	11	9	22.22%
Mask Ordinance Violation	4	0	0	0	0	0	0	0	0	0	0	0	4	15	-73.33%
Mental Health	35	26	22	21	32	21	23	40	22	34	30	35	341	331	3.02%
Missing Person	5	5	9	7	11	4	11	12	7	13	4	7	95	84	13.10%
Narcotics Violation	22	21	35	28	41	31	27	43	23	21	18	15	325	381	-14.70%
No Business License	0	0	0	0	0	0	0	0	0	0	0	0	0	2	-100.00%
Open Door	13	4	7	3	6	12	4	10	13	14	10	7	103	77	33.77%
Overdose	23	8	9	13	5	12	4	10	7	9	7	7	114	110	3.64%
Paper Service	12	27	16	36	25	19	42	27	33	26	22	25	310	270	14.81%
Prisoner Transport	1	1	2	3	5	5	5	2	1	4	4	0	33	40	-17.50%
Property Damage-Non Criminal	2	0	1	0	3	1	3	0	2	1	1	4	18	20	-10.00%
Prostitution	0	0	0	0	0	0	0	0	0	1	0	0	1	0	#DIV/0!
Prowler	3	0	5	2	4	1	4	1	5	8	4	1	38	42	-9.52%
Public Indecency	0	1	1	2	0	1	1	1	3	0	0	0	10	6	66.67%
Public Relations	1	6	8	10	11	2	5	7	9	24	8	14	105	115	-8.70%
Pursuit	0	0	0	1	2	2	0	1	1	1	1	1	10	4	150.00%
Rape/Sexual Assault	0	1	1	0	1	0	2	1	1	1	2	0	10	11	-9.09%
Robbery	0	1	0	1	1	0	0	0	0	0	0	1	4	3	33.33%
Runaway	2	2	1	3	7	9	4	4	10	7	4	6	59	38	55.26%
Search Warrant	1	0	0	0	0	0	2	0	0	0	1	1	5	3	66.67%
Vacation/Security Check	6	3	9	2	8	13	12	14	32	9	11	35	154	159	-3.14%
Selective Enforcement	0	0	1	1	0	0	0	0	2	0	1	0	5	7	-28.57%
Sewer Alarm	0	0	0	0	0	0	0	1	0	0	0	0	1	2	-50.00%
Sex Offenses	4	2	5	5	3	3	2	5	4	2	1	1	37	51	-27.45%
Shots Fired	5	1	4	2	4	3	2	4	7	1	3	7	43	38	13.16%
Smoking Violation	0	0	0	0	1	1	0	0	0	0	0	0	2	0	#DIV/0!
Soliciting	0	0	1	1	0	2	1	4	2	0	0	0	11	20	-45.00%
Stabbing	0	0	0	0	0	0	0	0	0	0	1	0	1	3	-66.67%
Stabbing or Shooting with Injury	0	1	0	0	2	1	1	0	2	0	0	0	7	8	-12.50%
Stalking	0	0	0	1	0	0	1	0	1	0	0	0	3	2	50.00%
Stay Home Order	0	0	0	0	0	0	0	0	0	0	0	0	0	4	-100.00%
Stealing	82	64	85	71	99	90	96	81	67	89	80	69	973	1,216	-19.98%
Stolen Vehicle	12	8	14	5	9	12	8	12	8	8	12	2	110	112	-1.79%
Suicide	0	0	0	0	0	0	1	0	0	0	0	0	1	0	#DIV/0!
Suspicious Activity	77	69	84	84	105	114	92	107	88	129	111	87	1,147	1,257	-8.75%
Suspicious Package/Item	1	1	0	0	1	0	0	0	0	1	1	0	5	0	#DIV/0!
SWAT Callout	0	0	0	0	1	0	1	0	0	1	0	2	5	2	150.00%
Tampering	8	6	3	8	7	8	1	8	9	5	1	3	67	130	-48.46%
Telephone Harassment	9	8	8	6	13	16	14	8	10	13	5	11	121	114	6.14%
Tow Sticker Expired	6	8	6	10	11	13	5	8	4	18	12	12	113	95	18.95%
Traffic Complaint	113	98	129	124	140	150	121	144	162	148	148	139	1,616	1,423	13.56%
Traffic Stop	244	160	394	306	458	501	403	389	523	372	299	234	4,283	3,420	25.23%
Trespassing	17	16	18	18	42	37	50	47	28	32	33	47	385	358	7.54%
Try to Contact	7	9	9	10	14	19	21	8	15	19	11	17	159	161	-1.24%
Vehicle Identification	86	44	73	54	49	65	58	81	67	71	39	42	729	674	8.16%
Vehicle Lockout	2	4	6	4	4	7	2	3	1	6	2	2	43	30	43.33%
Vehicle Repossession	7	6	2	2	1	3	2	2	2	5	3	5	40	57	-29.82%
Veterinary Call	4	1	5	8	2	6	8	11	9	10	17	11	92	69	33.33%
Weapons Violation	1	2	3	4	4	2	1	3	2	0	2	4	28	29	-3.45%
<b>Totals</b>	<b>2,663</b>	<b>2,242</b>	<b>2,866</b>	<b>2,664</b>	<b>3,066</b>	<b>3,333</b>	<b>3,113</b>	<b>3,124</b>	<b>3,119</b>	<b>3,013</b>	<b>2,650</b>	<b>2,676</b>	<b>34,529</b>	<b>31,649</b>	<b>9.10%</b>

IV.C.2

**Rolla Police Department Monthly Report**  
YTD 2021

**Part I Crimes**

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

	<u>Criminal</u> <u>Homicide</u>	<u>Rape</u>	<u>Robbery</u>	<u>Felony</u> <u>Assault</u>	<u>Burglary</u>	<u>Larceny</u>	<u>Auto Theft</u>	<u>Arson</u>	<u>Total</u>	<u>Change from</u> <u>Previous Yr</u>
December	0	0	2	9	7	35	1	0	54	
YTD 2021	0	11	9	61	113	564	33	1	792	-23.40%
2020	1	11	1	93	156	712	59	1	1034	11.42%
2019	0	16	6	87	164	604	46	5	928	14.71%
2018	0	30	7	84	102	547	34	5	809	-5.49%
2017	0	18	14	80	114	593	32	5	856	12.19%
2016	0	11	8	62	112	534	33	3	763	

**Overdoses**

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

	<u>Overdose Calls for Service</u>	<u>Narcan Administered by RPD</u>	<u>Overdose Deaths</u>
December	9	5	1
YTD 2021	138	58	15
2020	136	49	4



## ANIMAL CONTROL MONTHLY TOTALS

December 2021

### ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2021 YTD Total	2020 YTD Total
City of Rolla	11	3	2	7	23	447	359
Rolla Area (Rural Areas)	3	0	0	0	3	37	16
Newburg Area	0	0	0	0	0	3	0
Doolittle Area	0	0	0	0	0	0	0
Edgar Springs Area	0	0	0	0	0	0	4
St. James Area	0	0	0	0	0	0	0
Ft. Leonard Wood (Mil)	0	0	0	0	0	1	8
Other Law Enf. Agencies	2	0	0	0	2	3	0
<b>Monthly Total</b>	<b>16</b>	<b>3</b>	<b>2</b>	<b>7</b>	<b>28</b>		
<b>2021 YTD Total</b>	<b>235</b>	<b>100</b>	<b>3</b>	<b>153</b>		<b>491</b>	
<b>2020 YTD Total</b>	<b>178</b>	<b>75</b>	<b>2</b>	<b>132</b>			<b>387</b>
<b>Total Phelps County</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>37</b>	<b>16</b>

### ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	Monthly Total	2021 YTD Total	2020 YTD Total
Animals Adopted ①	9	0	1	0	10	116	112
Animals Claimed	5	0	1	0	6	109	110
Euthanized (Ill/Injured)	0	0	0	0	0	11	3
Euthanized (Dangerous)	0	0	0	0	0	47	17
Euthanized (Un-Placed) ②	0	0	0	0	0	0	0
Deceased on Arrival	0	0	0	5	5	82	73
Transferred to Rescue ③	0	0	0	0	0	20	5
Wildlife Relocated	0	0	0	2	2	74	68
Other	0	0	0	0	0	5	10
<b>Monthly Total</b>	<b>14</b>	<b>0</b>	<b>2</b>	<b>7</b>	<b>23</b>		
<b>2021 YTD Total</b>	<b>222</b>	<b>98</b>	<b>3</b>	<b>141</b>		<b>464</b>	
<b>2020 YTD Total</b>	<b>190</b>	<b>77</b>	<b>1</b>	<b>130</b>			<b>398</b>

	Monthly Total	2021 YTD Total	2020 YTD Total
Adoption Rate (① + ③) ÷ (① + ② + ③)	100.00%	100.00%	100.00%
PR Programs	2	12	27
Calls for Service	105	1,555	3,150
Written Warnings	0	0	5
Citations	2	31	30
Total Incinerator Hours	54.5	771.5	812

iv.d.1

## ANIMAL CONTROL MONTHLY TOTALS

END OF YEAR REPORT FOR 2021

### ANIMALS IMPOUNDED

	Canine	Feline	Other Domestic	Wildlife	2021	2020	2019
					EOY Total	EOY Total	EOY Total
City of Rolla	204	87	2	153	446	359	679
Rolla Area (Rural Areas)	26	11	0	0	37	16	38
Newburg Area	0	2	0	0	2	0	2
Doolittle Area	0	0	0	0	0	0	3
Edgar Springs Area	0	0	0	0	0	4	1
St. James Area	0	0	0	0	0	0	1
Ft. Leonard Wood (Mil)	1	0	0	0	1	8	1
Other Law Enf. Agencies	2	0	0	0	2	0	1
<b>2021 EOY Total</b>	<b>233</b>	<b>100</b>	<b>2</b>	<b>153</b>	<b>488</b>		
<b>2020 EOY Total</b>	<b>178</b>	<b>75</b>	<b>2</b>	<b>132</b>		<b>387</b>	
<b>2019 EOY Total</b>	<b>339</b>	<b>224</b>	<b>1</b>	<b>162</b>			<b>726</b>
<b>Total Phelps County</b>	<b>26</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>39</b>	<b>27</b>	<b>47</b>

### ANIMAL DISPOSITION

	Canine	Feline	Other Domestic	Wildlife	2021	2020	2019
					EOY Total	EOY Total	EOY Total
Animals Adopted ①	83	32	1	0	116	112	215
Animals Claimed	103	5	1	0	109	110	186
Euthanized(III/Injured)	1	5	0	5	11	3	43
Euthanized(Dangerous)	15	32	0	0	47	17	59
Euthanized(Un-Placed)②	0	0	0	0	0	0	0
Deceased on Arrival	5	16	0	53	74	73	134
Transferred to Rescue ③	14	6	0	0	20	5	50
Wildlife Relocated	0	0	0	75	75	68	85
Other	2	2	0	0	4	10	18
<b>2021 EOY Total</b>	<b>223</b>	<b>98</b>	<b>2</b>	<b>133</b>	<b>456</b>		
<b>2020 EOY Total</b>	<b>190</b>	<b>77</b>	<b>1</b>	<b>130</b>		<b>398</b>	
<b>2019 EOY Total</b>	<b>339</b>	<b>225</b>	<b>1</b>	<b>225</b>			<b>790</b>

### ADDITIONAL STATISTICS

	2021	2020	2019
	EOY Total	EOY Total	EOY Total
Adoption Rate (① + ③) ÷ (① + ② + ③)	100.00%	100.00%	100.00%
PR Programs	12	27	35
Calls for Service	1555	3150	2,950
Written Warnings	0	5	5
Citations	31	30	32
Total Incinerator Hours	771	812	750

iv.d. 2



STATISTICS

December 2021

PRODUCTION

Date of Demand	12/20/2021
Time of Demand	08:00 AM
Scada Demand	50,100.00
kWh Purchased	25,512,200
Total Cost	\$1,539,135.60 *
Cost per kWh	0.060329 *
Load Factor	68.4%

Pumped #2 Well	0
Pumped #3 Well	0
Pumped #4 Well	2,566,000
Pumped #5 Well	2,400,000
Pumped #6 Well	3,686,000
Pumped #7 Well	1,230,000
Pumped #8 Well	0
Pumped #9 Well	4,740,000
Pumped #10 Well	4,016,000
Pumped #11 Well	4,080,000
Pumped #12 Well	2,647,000
Pumped #13 Well	4,992,000
Pumped #14 Well	5,720,000
Pumped #15 Well	2,575,000
Pumped #16 Well	5,061,000
Pumped #17 Well	4,113,000
Pumped # 1 Ind Park Well	4,129,000
Pumped # 2 Ind Park Well	3,748,000
Total Gallons	55,703,000

METERS IN SERVICE	Electric	Water
Residential - Single Phase	7,981	6,391
Residential - Three Phase	22	20
Commercial - Single Phase	936	515
Commercial - Three Phase	498	307
Power Service	100	90
Industrial	6	2
Area Lighting	16	7
Street Lighting	28	1
Missouri S&T		5
PWSD #2		537
Total	9,587	7,875

ELECTRIC SALES

Residential - Single Phase kWh	7,726,900
Residential - Three Phase kWh	101,558
Commercial - Single Phase kWh	1,154,697
Commercial - Three Phase kWh	2,757,569
Power Service kWh	5,792,400
Industrial kWh	4,937,450
Area Lighting kWh	6,769
Street Lighting kWh	34,501
Rental Lights kWh	78,141
Total kWh Sold	22,589,985
Demand kW	25,655
Revenue	\$2,033,476.82
Monthly Loss	11.45%
Fiscal Year to Date Loss	4.17%

WATER SALES

Residential - Single Phase Gallons	22,859,000
Residential - Three Phase Gallons	287,000
Commercial - Single Phase Gallons	5,001,000
Commercial - Three Phase Gallons	4,694,000
Power Service Gallons	8,532,000
Industrial Gallons	2,278,000
Missouri S&T Gallons	2,329,000
PWSD #2 Gallons	1,572,000
Total Gallons Sold	47,552,000
Revenue	\$256,768.94
Pumping Cost, Electric	\$31,085.30
Monthly Unidentified Loss	9.07% **
Fiscal Year to Date Unidentified Loss	9.42% ***

Sewer Service Charge	\$337,655.32
Refuse Service Charge	\$202,331.64
Gross Payroll	\$270,044.69

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

\*\* Loss includes 3,100,000 gallons per water main flushing records.

\*\*\* FY loss includes 8,084,000 gallons per water main flushing records.

W.e.1



**FINANCIAL STATEMENT  
DECEMBER 2021**

<b>RECEIPTS:</b>		
Electric, Water, Tax, Sewer and Refuse Charge	\$3,180,671.22	
Accounts Receivable - Miscellaneous	\$400,742.24	
Customer's Deposits - Refundable	\$27,340.00	
Misc Non-Operating Revenue	<u>\$19,846.36</u>	
<b>Total Receipts</b>	<b>\$3,628,599.82</b>	
FSCB Super-Now Account Interest (November 30, 2021)	\$1,762.84	
FSCB Money Market Account Interest (November 30, 2021)	\$0.00	
FSCB Electronic Payment Account Interest (November 30, 2021)	\$600.60	
FSCB ISC Sweep Account Interest (November 30, 2021)	\$17,138.72	
PCB Super-Now Account Interest (November 30, 2021)	\$0.25	
Public Utility Cash In Bank (November 30, 2021)	<u>\$31,165,424.81</u>	
<b>Total Receipts and Cash In Bank</b>		<b><u>\$34,813,527.04</u></b>
<b>DISBURSEMENTS:</b>		
Power Purchased	\$1,736,550.90	
Operating Expenses	\$167,473.74	
Administrative and General Expenses	\$88,142.27	
Payroll	\$200,234.27	
Capital Expenditures	\$52,340.14	
Construction in Progress	\$22,258.49	
Stock Purchases (Inventory)	\$85,272.76	
Balance of Customer's Deposits after Finals	\$18,399.57	
Medical, Dental, Vision and Life Insurance Paid by Employees	\$12,874.16	
Support Payment	\$0.00	
U.S. Withholding Tax	\$27,218.32	
Missouri Dept. of Revenue (Sales Tax)	\$39,618.87	
Missouri Dept. of Revenue (Income Tax)	\$11,160.00	
First State Community Bank (Social Security)	\$38,786.60	
Sewer Service Charge	\$342,078.93	
Refuse Service Charge	\$201,719.30	
PILOT to City of Rolla	\$130,987.44	
Purchase U.S. Treasury Bill / Certificates of Deposit	\$0.00	
Standpipes Lease/Purchase	\$1,054.74	
Utility Incentives	\$0.00	
Unclaimed Deposits to State	\$0.00	
Primacy Fees	\$0.00	
Void Checks:	<u>\$0.00</u>	
<b>Total Disbursements</b>	<b>\$3,176,170.50</b>	
Cash in Bank (December 31, 2021)	<u>\$31,637,356.54</u>	
<b>Total Disbursements and Cash In Bank</b>		<b><u>\$34,813,527.04</u></b>
<b>BALANCE OF OTHER FUNDS:</b>		
<b>PUBLIC UTILITY ACCOUNTS:</b>		
Citizens Bank of Newburg		\$2,000.00
First State Community Bank-Electronic Payment Account, Ck#1060 for \$1,764,192.98		\$146,738.33
First State Community Bank-Money Market		\$0.00
First State Community Bank-ICS Sweep Account		\$269,353.18
First State Community Bank-General Fund, Checks #35206 thru #35324 for \$3,176,170.50		\$3,666,366.96
PCB-Super Now, Check #26352 for \$50,658.86		\$7,106.07
Town & Country Bank		<u>\$2,000.00</u>
<b>Total Public Utility Accounts</b>		<b>\$4,093,564.54</b>
<b>ELECTRIC RESERVES:</b>		
Certificates of Deposit	\$0.00	
Money Market Account	\$10,195,583.00	FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
<b>Total Electric Reserves</b>	<b>\$10,195,583.00</b>	
<b>RESTRICTED ELECTRIC RESERVES:</b>		
Certificates of Deposit	\$0.00	
Money Market Account	\$14,250,000.00	FY21 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
<b>Total Electric Reserves</b>	<b>\$14,250,000.00</b>	
<b>WATER RESERVES:</b>		
Certificates of Deposit	\$0.00	
Money Market Account	\$3,098,209.00	FY20 Funded
U.S. Treasury Bills	<u>\$0.00</u>	
<b>Total Water Reserves</b>	<b>\$3,098,209.00</b>	
<b>TOTAL RESERVES:</b>		<u>\$27,543,792.00</u>
<b>TOTAL PUBLIC UTILITY ACCOUNTS AND RESERVES:</b>		<u>\$31,637,356.54</u>

W.e.2



**REGULAR SESSION - January 4, 2022**

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

The meeting was called to order at 4:30 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

- Board members: Vice President Albert Crump, Jr.
- Secretary Dr. Wm. E. Showalter
- Vice Secretary Ted Read (by phone)
- RMU Staff: General Manager Rodney P. Bourne, P.E.
- Operations Manager Chad Davis, P.E.
- Business Manager Jason Grunloh
- Finance Manager Gwen Cresswell

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

\* \* \* \* \*

**I. APPROVAL OF MINUTES**

Showalter made a motion, seconded by Crump, the minutes of the November 30, 2021, and December 16, 2021, Board meeting Regular sessions be approved as presented. Motion passed unanimously.

**II. CITIZEN COMMUNICATION (None)**

**III. SPECIAL PRESENTATION (None)**

**IV. STAFF REPORTS**

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

1. The Board received the Statement of Income & Expenses reports for November 2021 (FY22).

Cresswell reviewed November reports (FY22), with the following November comparisons:

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

Cresswell stated we have changed the format for our Income and Expenses Statements. Not only does this give us a cleaner look, but it also enables us to split out the Purchased Power expenses so you can see the details of what those expenses entail.

For November we are showing operating income of \$2,200,953. This is a decrease of over \$199,000 from November 2020. Year to date our operating income is \$4,875,061 which is \$120,085 more than this time last year.

Purchased power expenses were \$1,761,969 which is a decrease of over \$197,000 from November 2020. Year to date purchased power is \$3,198,586 which is a decrease of over \$488,000 from this time last year.

This gives us a total net loss for the month of \$287,038 and a net gain of \$180,652 for the year.

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

Public utility checks	Phelps Co Bank - Super Now	Checks #26351
	First State Community Bank - General Fund	Checks #35028-35205
Transfer of funds	First State Community Bank - Electronic Prnt Acct	Check #1059
	Citizens Bank of Newburg	Check #1271

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

**3. Miscellaneous**

Cresswell reported that since the new benefits have been in place, management has received positive feedback from staff. Also, 29% of staff have signed-up for the Flexible Spending Account and 73% of employees have signed-up for a 457 Account. Staff and management would like to thank the Board for allowing these benefits to be an option to RMU.

IV.f.1

**B. BUSINESS MANAGER'S REPORT**

1. LIHEAP and LIHWAP Updates

Grunloh reported that RMU has joined with Missouri Ozark Community Action (MOCA) to assist eligible customers apply for energy or water assistance through Low-Income Household Energy Assistance Program (LIHEAP) and Low-Income Household Water Assistance Program (LIHWAP). RMU is encouraging customers that need the help to request an application and apply. The LIHEAP and LIHWAP applications are available through MOCA.

2. e-Notification Service Update.

Grunloh reported that RMU continues to notify customers regarding discontinuing mailed late notices. As of today, no customer's have expressed concerns of RMU discontinuing mailed late notices and only being sent electronically.

**C. OPERATIONS MANAGER'S REPORT (Davis)**

1. Updates on:

a. Development Review Committee Meeting (DRC).

Davis reported that there was one DRC meetings on December 21, 2021, with one (1) item on the agenda since last Board meeting.

1. Quick Trip: Variance to allow additional monument signs on property in the C-3, Highway Commercial District. RMU is neutral to this agenda item.

b. Current RMU projects

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

**ELECTRIC DEPARTMENT -**

- (E1) 1600 Old Wire Outer Road (EJ Holdings). Installation of new pole and underground electric distribution system extension to allow for commercial redevelopment. Started, May 13, 2021. Ongoing.
- (E2) 3551 HyPoint Industrial Park Drive (QuikTrip). Installation of new pole and underground electric distribution system extension to allow for commercial development. Started, May 26, 2021. Transformer set and temporary service energized on November 16, 2021. Ongoing.
- (E3) 1022 Kingshighway (Burger King). Reconfiguration of poles, primary underground padmount transformer, and metering in conjunction reconstruction of the business. Started September 2, 2021. Ongoing.
- (E4) Downtown North Substation: Circuit 1B (Northeast). Reconfiguration of some of the overhead and underground electric distribution system to replace underground conductor that failed. Some work on Circuit 4B (Northwest) also. Started, September 28, 2021. Ongoing.
- (E5) Country Trace Subdivision (Sunny Drive between Christy Drive and Victoria Lane on South Rolla Street). Reconfiguration of some overhead electric distribution to underground distribution and installation of new underground electric to serve new residential subdivision. Started, September 28, 2021. Ongoing.
- (E6) Gale Drive west of Fairgrounds Road. Conversion of operating voltage from 4 kV to 12 kV plus conversion to underground primary and padmount transformer for service to 111 Fairgrounds Road (MO DNR). Started, November 30, 2021. Completed, December 3, 2021.
- (E7) University Drive Relocation. Conversion of service for 610 West 10<sup>th</sup> Street (Baptist Student Union) to be supplied from recently installed underground primary. Continuation of earlier work. Completed, December 7, 2021.

**FIBER**

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

**WATER DEPARTMENT -**

- (W1) Green Acres Drive (22 Green Acres Drive to Hwy 72). Replacement of 4" water main with new 8" PVC. Started, October 22, 2021. Completed, December 7, 2021.
- (W2) Pine Street and Elm Street: 12<sup>th</sup> Street to Bishop Avenue. Replacement of water services. Started, June 24, 2021. Completed, December 3, 2021.
- (W3) Highway 72, east of South Rucker Street. Replacement of 8" water main with new 8" PVC in conjunction with commercial development. Started, December 21, 2021. Ongoing.

**TRAINING/PERSONNEL -**

1. Service Department Staff

- John Gunter, Night Serviceman - Resigned, December 25, 2021
- Jay Roberts, Journeyman Lineman - Promoted, December 26, 2021
- Dalton Smith, Apprentice Lineman II - Promoted, December 26, 2021
- Ethan Morrison and Connor Dillon, Apprentice Lineman I - Promoted, December 26, 2021
- Jason Bell, Water Superintendent - Promoted, December 26, 2021
- Robert Castle, Water Production Foreman - Promoted, December 26, 2021

**MoPEP/MPUA -**

1. MPUA Strategic Planning Committee - Columbia, MO. Attended by Chad Davis on December 7, 2021.
2. MJMEUC Executive Committee and MPUA Board Meetings - Columbia, MO. Attended by Chad Davis and Rodney Bourne on December 8-9, 2021.

**MISCELLANEOUS**

1. Street repairs for excavation from water main repairs and service line replacements.  
Total Cost = \$5,938.92 (November 24, 2021, Invoice)

**C. GENERAL MANAGER'S REPORT (Bourne)**

1. MoPEP/MPUA Updates.

- Bourne reported that MPUA's Electric Line Services program is moving forward with a purchase of a used line truck. They should be available to assist participating members in the near future.
- Bourne reported that most gas IOU suppliers are raising prices 25-35% due to Winter Storm Uri impacts. This could have been much higher, but they are spreading out the recovery over more years to lessen the impact to retail customers. Ameren has a \$299M electric rate increase case scheduled for hearings late 2021. Possible impact of \$12/mo. Empire also has an electric rate case ongoing with an increase of up to 12% on base rates possible. They are also seeking a Fuel Adjustment Charge increase as well. Every did well during Uri and earned significant income during the event.
- Bourne reported that American Rescue Plan Act - Missouri will receive several billion for investments in infrastructure and other programs. We are focused on water improvements, broadband, and industrial site development projects. Bourne noted he has had a few conversations with Representative Mayhew on this topic already.
- Bourne reported that the Grain Belt Express has completed right-of-way acquisition through voluntary easement agreements for approximately 65% of the route in Missouri and Kansas, compared to only one third completed at the start of the year. At the beginning of this year, the company had made payments of \$4.9 million to landowners in Missouri combined. As it stands today, that figure is \$8.5 million. Some foundations have been started on the route. And we expect anti-GBX legislative action again this year.
- Bourne reported that the weather forecasts indicate weak to moderate La Nina patters bringing slightly warmer temps and higher precipitation forecasts. SPP operations are expected to be normal with no forecast of extreme temperature situations. MISO indicates under typical demand and outage scenarios, adequate firm resources are projected to be available to cover winter months, although January may be challenging in an extreme weather event. We continue working on our local generation resources to maximize operations in the event of another cold snap.

2. Building Expansion Update

Bourne reported that staff has completed an RFQ for architecture/engineering services for expansion of the Service Department and were distributed today. Bourne suggested a committee of staff and two Board members (Barrack and Read) to evaluate the RFQ's for final selection and recommendation for approval. In addition, the plans for parking/storage are 80% complete and should be out for bid by mid-January.

**V. OLD BUSINESS**

A. Peak Shaving Update

Bourne reported that there are several drafts of what will be forwarded to customers through mail and other means regarding what the community can do to help manage our electric system peak loads. Bourne reported that Grunloh identified the best communication method which is a texting app. For those customers interested in volunteering they'll need to text EZRMUALERT to a specific number. Bourne reported that Davis has identified a 7-day SPP Load Forecast which displays estimated future hourly loads which should be a good indicator of when we would see our highest cost. After a brief discussion, Bourne asked that the Board please review handouts and update management with any comments, as we would like to mail these immediately.

**VI. NEW BUSINESS (None)**


**VII. ADJOURNMENT**

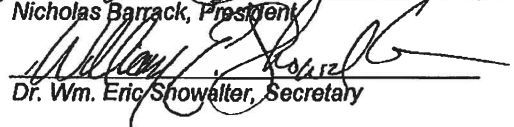
IV.f.3

January 4, 2022

page 4

With no further business appearing, Showalter made a motion, seconded by Crump, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 5:04 p.m.

  
Nicholas Barrack, President

  
Dr. Wm. Eric Showalter, Secretary

The Board's next meeting is scheduled for Tuesday, January 25, 2022, at 4:30 p.m.

11/16/21

**REGULAR SESSION - December 16, 2021**

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

The meeting was called to order at 4:33 p.m. by Rolla Board of Public Works ("RBPW" or "Board") President Nick Barrack presiding. The following were present:

Board members: Vice President Albert Crump, Jr.  
Secretary Dr. Wm. E. Showalter  
Vice Secretary Ted Read

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

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

\* \* \* \* \*

**I. OLD BUSINESS**

**A. Transformer Bids**

- Bourne noted that RFB's 22-103T, 22-104T, 22-105T, and 22-106T were tabled at the last meeting and the bids noted very long lead times, along with significantly higher prices. Bourne confirmed with Davis that new bids went out and will be due in January. Bourne requested that formal action take place to reject the bids from the previous Board meeting in November. After a brief discussion, **Read made a motion, seconded by Showalter to reject all transformer RFB's 22-103T, 22-104T, 22-105T, and 22-106T from the November Board meeting. Motion passed unanimously.**


**II. NEW BUSINESS**


**A. Peak Shaving Program**

- Bourne noted that the packet included a draft letter outlining considerations for a possible program regarding alerts for a peak reduction program during the upcoming winter season. Bourne asked the Board members to review so that management can modify accordingly over the next few weeks and have a final version for the January 4<sup>th</sup> meeting.

**III. ADJOURNMENT**

With no further business appearing, **Showalter made a motion, seconded by Read, to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 4:49 p.m.**

  
 \_\_\_\_\_  
 Nicholas Barrack, President

  
 \_\_\_\_\_  
 Dr. Wm. Eric Showalter, Secretary

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

**Operation Manager's Report  
RMU Board of Public Works Meeting  
January 4, 2022**

**FIBER**

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

**WATER**

- W1. Green Acres Drive (22 Green Acres Drive to Highway 72)
- Replacement of 4" watermain with new 8" PVC.  
Started: October 22, 2021  
Completed: December 7, 2021
- W2. Pine Street and Elm Street: 12th Street to Bishop Avenue
- Replacement of water services.  
Started: June 24, 2021  
Completed: December 3, 2021
- W3. Highway 72, east of South Rucker Street
- Replacement of 8" watermain with new 8" PVC in conjunction with commercial development.  
Started: December 21, 2021  
Ongoing

**TRAINING / PERSONNEL**

1. Service Department Staff
- John Gunter, Night Serviceman  
Resigned: December 25, 2021
  - Jay Roberts, Journeyman Lineman  
Promoted: December 26, 2021
  - Dalton Smith, Apprentice Lineman II  
Promoted: December 26, 2021
  - Ethan Morrison and Connor Dillon, Apprentice Lineman I  
Promoted: December 26, 2021
  - Jason Bell, Water Superintendent  
Promoted: December 26, 2021
  - Robert Castle, Water Production Foreman  
Promoted: December 26, 2021

**MoPEP / MPUA**

1. MPUA Strategic Planning Committee  
Columbia, MO
- December 7, 2021  
Attended by: Chad Davis
2. MJMEUC Executive Committee and  
MPUA Board meetings  
Columbia, MO
- December 8 and 9, 2021  
Attended by: Chad Davis and Rodney Bourne

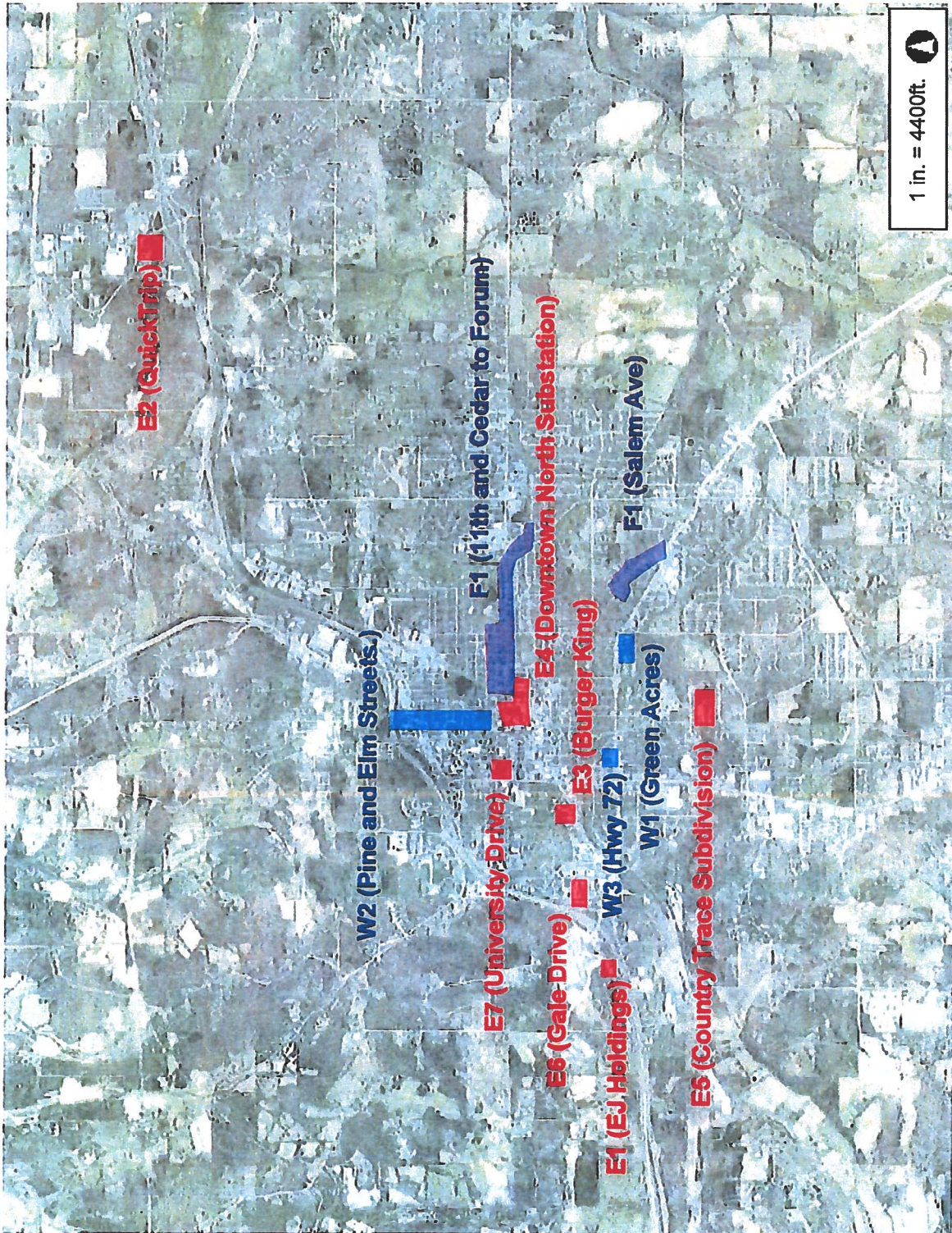
**Operation Manager's Report  
RMU Board of Public Works Meeting  
January 4, 2022**

**MISCELLANEOUS**

1. Street repairs for excavation from water main repairs and service line replacements. - Total cost = \$5,938.92  
(November 24, 2021 invoice)

# Operation Manager's Report

## January 4, 2022



1 in. = 4400ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

Notes



**The Centre Rolla's Health & Recreation Complex**  
**Income Statement**  
**For the 3 Months Ending**  
**December 31, 2021**

	<u>Period To Date</u>	<u>PTD Budget</u>	<u>Variance</u>	<u>Last Year</u>	<u>Year To Date</u>	<u>YTD Budget</u>	<u>Variance</u>	<u>Last Year</u>
<b>Members:</b>								
New	113	121	-7%	49	418	411	2%	161
Net New & Reactivated Bridge/Freezes	(24)				(47)			
Cancelled	74	79	6%	39	225	228	1%	77
Net	15	42	-64%	10	146	183	-20%	84
<b>Total Members</b>	<b>1,690</b>	<b>1,808</b>	<b>-7%</b>	<b>1,695</b>	<b>1,690</b>	<b>1,808</b>	<b>-7%</b>	<b>1,695</b>
<b>Revenues</b>								
<b>Rental &amp; Other:</b>								
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,706
	0	0	0	0	0	0	0	2,706
<b>Member Services:</b>								
Membership Dues	40,810	45,200	(4,390)	17,519	119,032	132,150	(13,118)	69,819
Guest Fees	7,042	6,000	1,042	2,913	16,893	18,000	(1,107)	3,638
Special Programs	1,380	0	1,380	0	1,990	0	1,990	0
Locker Rent	110	0	110	0	226	0	226	0
	49,342	51,200	(1,858)	20,432	138,141	150,150	(12,009)	73,457
<b>Fitness:</b>								
Enrollment Fees/Health Assessments	360	3,025	(2,665)	0	701	10,275	(9,574)	0
Special Programs	115	100	15	0	611	300	311	1,201
	475	3,125	(2,650)	0	1,312	10,575	(9,263)	1,201
<b>Ancillary:</b>								
Swim Programs	5,095	11,000	(5,905)	1,622	19,004	33,000	(13,996)	9,192
General Medical Integration	0	990	(990)	0	0	2,277	(2,277)	0
Recreation	7,228	3,000	4,228	550	20,387	9,000	11,387	564
Café	340	650	(310)	0	724	1,950	(1,226)	117
Pro Shop	25	281	(256)	0	257	826	(569)	0
Personal Training/Pilates	2,130	5,966	(3,836)	0	6,535	17,444	(10,909)	0
Children's Area	1,142	500	642	0	2,993	1,500	1,493	0
	15,960	22,387	(6,427)	2,172	49,900	65,997	(16,097)	9,873
<b>Total Revenue</b>	<b>65,777</b>	<b>76,712</b>	<b>(10,935)</b>	<b>22,605</b>	<b>189,353</b>	<b>226,722</b>	<b>(37,369)</b>	<b>87,236</b>
<b>Expenses</b>								
Salaries & Burden	80,730	86,589	5,859	94,656	250,693	258,950	8,257	190,161
Other Employee Expenses	1,878	2,000	122	7,822	7,309	6,000	(1,309)	9,970
General Supplies & Services	409	375	(34)	1,436	1,079	1,125	46	1,543
Program Supplies	0	150	150	0	0	450	450	0
Environmental Supplies	2,816	2,250	(566)	2,491	5,322	6,750	1,428	5,223
Cost of Goods Sold	147	620	473	0	208	1,847	1,639	0
Minor Equipment	327	817	490	1,090	1,077	2,451	1,374	1,337
Repairs & Maintenance/Service Contracts	8,598	7,572	(1,026)	2,711	18,425	22,716	4,291	6,824
Marketing & Collateral	1,787	5,200	3,413	662	13,489	15,600	2,111	2,910
Utilities	14,888	15,125	237	26,787	41,975	45,375	3,400	33,459
Bank Fees & Miscellaneous	2,077	1,387	(690)	306	6,109	4,161	(1,948)	396
CAM, Taxes & Fees	1,793	2,136	344	1,800	6,374	6,408	34	1,800
<b>Total Expenses</b>	<b>115,448</b>	<b>124,221</b>	<b>8,773</b>	<b>139,762</b>	<b>352,061</b>	<b>371,833</b>	<b>19,772</b>	<b>253,623</b>
<b>Net Operating Income</b>	<b>(49,671)</b>	<b>(47,509)</b>	<b>(2,162)</b>	<b>(117,158)</b>	<b>(162,708)</b>	<b>(145,111)</b>	<b>(17,597)</b>	<b>(166,387)</b>
Management Fees	8,000	10,000	2,000	12,000	24,000	30,000	6,000	22,896
<b>Net Income (Loss)</b>	<b>(\$57,671)</b>	<b>(\$57,509)</b>	<b>(\$162)</b>	<b>(\$129,158)</b>	<b>(\$186,708)</b>	<b>(\$175,111)</b>	<b>(\$11,597)</b>	<b>(\$189,283)</b>
<b>Ancillary Services Net Income (Loss)</b>								
Swim Programs (Net)	\$2,248	\$6,600	(\$4,352)	(\$8,278)	\$7,871	\$19,800	(\$11,929)	(\$18,811)
Recreation (Net)	\$4,234	\$900	\$3,334	\$260	\$12,016	\$2,700	\$9,316	(\$1,225)
Café (Net)	\$340	\$227	\$113	\$0	\$724	\$681	\$43	\$117
Pro Shop (Net)	(\$122)	\$84	(\$206)	\$0	\$49	\$248	(\$199)	\$0
Personal Training/Pilates (Net)	\$770	\$2,088	(\$1,318)	(\$1,384)	(\$151)	\$6,106	(\$6,257)	(\$1,384)
Children's Area (Net)	(\$194)	(\$995)	\$801	\$0	(\$886)	(\$2,985)	\$2,099	\$0
<b>Total Ancillary Services Net Income (Loss)</b>	<b>\$7,276</b>	<b>\$8,904</b>	<b>(\$1,628)</b>	<b>(\$9,402)</b>	<b>\$19,624</b>	<b>\$26,550</b>	<b>(\$6,926)</b>	<b>(\$21,303)</b>

iv.g.1



## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b><u>I. COURT INFORMATION</u></b>		Municipality: Rolla Municipal	Reporting Period: Dec 1, 2021 - Dec 31, 2021	
Mailing Address: 901 NORTH ELM, ROLLA, MO 65401				
Physical Address: 901 NORTH ELM, ROLLA, MO 65401			County: Phelps County	Circuit: 25
Telephone Number: (573)3648590		Fax Number:		
Prepared by: RELAUUN SMITH		E-mail Address:		
Municipal Judge: James T. Crump				
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		13	1,357	225
B. Cases (citations/informations) filed		1	347	6
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		1	24	17
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	442	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	36	0
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		1	502	17
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		13	1,202	214
E. Trial de Novo and/or appeal applications filed		0	0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>		<b><u>IV. PARKING TICKETS</u></b>		
1. # Issued during reporting period	67	1. # Issued during period		288
2. # Served/withdrawn during reporting period	39	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,135			

W. h. l

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: Rolla Municipal	Reporting Period: Dec 1, 2021 - Dec 31, 2021
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<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$2,669.00	Bad Check Fee-E/R	\$15.00
Clerk Fee - Excess Revenue	\$466.03	Court Automation	\$483.76
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$14.38	DO NOT USE (Brd Bill-Dft)	\$40.00
Bond forfeitures (paid to city) - Excess Revenue	\$100.00	Law Enf Arrest-Local	\$108.00
<b>Total Excess Revenue</b>	<b>\$3,249.41</b>	Overpayment	\$0.50
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		Overpayment-E/R	\$88.00
Fines - Other	\$12,307.50	<b>Total Other Disbursements</b>	<b>\$735.26</b>
Clerk Fee - Other	\$363.27	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$17,506.00</b>
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00	<b>Bond Refunds</b>	<b>\$248.50</b>
Peace Officer Standards and Training (POST) Commission surcharge	\$69.10	<b>Total Disbursements</b>	<b>\$17,754.50</b>
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$492.75		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$11.21		
Law Enforcement Training (LET) Fund surcharge	\$138.50		
Domestic Violence Shelter surcharge	\$139.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$13,521.33</b>		

IV.h.2



## City of Rolla Parks and Recreation February Update

**Fountain Park update** – Council Council heard an hour presentation of the proposed Downtown Plaza Fountain Park planned for 6<sup>th</sup> and Pine. It is a project begun by RDBA. Research is still being done on concerns over safety, vandalism, and maintenance.

**Buehler Park** – According to the park's master plan and staff's recommendation, Buehler will be the site of the next playground project, with hoped for completion this year. There are concerns over the current supply chain and distribution network, as to pricing volatility, product availability and the ongoing labor shortage. Bid opening is Feb. 9. Staff will select finalists for review by Commission for special meeting Feb. 15 via Zoom.

**EDA grant** – Meramec Regional Planning Commission is working on a \$2 million grant for the city that would complete Larry Wilson Memorial Field (dugouts and sidewalk), replace current lighting at the ballfields, and provide lighting at Larry Wilson and at three soccer fields, turf the five infields at the complex and turf the three soccer fields. This came from a series of meetings with MRPC, city admin, parks, Rolla Chamber and Tourism, and various recreation constituencies. If approved, the city would provide a minimum of 20% matching funds. Missouri is part of a region that routes to Denver so competition is expected to be strong. This is the first time the EDA has considered parks systems for funding. This is to show the impact of Covid on the local economy, with the aim of diversifying recreational activities to lessen such an impact of any such incident in the future.

**Recreation** – Rolla Parks and Recreation's first "An Adventure on the Christmas Train" drew an estimated 700 people for events that began Thursday, Dec. 9 and concluded Saturday, Dec. 11 at Schuman Park, on and around the newly restored Frisco 1501 engine, oil tender, and passenger car, 404 E. 16<sup>th</sup> St., Rolla.

The event included the Storybook Trail, featuring, "A Muppets' Christmas Carol," performances every 15 to 30 minutes by Fine Linen Theatre, crafts, games, hot cocoa and cookies, highlighted with an appearance by Santa.

Proceeds went to Give Christmas, sponsored by Rolla Area Chamber of Commerce in which clothing items and gifts are presented to area children in need.

**Tentative Upcoming Events** - Flag Football registration begins this month.

Softball leagues start mid-April. There are eight scheduled USSSA tournaments at this time. Sand Volleyball will begin in June. Following Sand Volleyball, we will look at hosting a pickle ball league. Both of these leagues will need to take place on Sundays due to lack of lighting at facilities.

**Trees/Plants & Ecology** – Submitted reports and information for Tree City USA renewal as well as applying for a Growth Award. The annual report for the Mayors Monarch Butterfly Pledge was submitted to the National Wildlife Federation.



**CITY OF ROLLA  
CASH ANALYSIS REPORT  
November 30, 2021**

**GENERAL FUND**

CASH IN BANK	\$	40,544.51
NIB GENERAL FUND	\$	162,719.07
RISK MANAGEMENT RESERVE	\$	-
RISK MANAGEMENT RESERVE - CDARS	\$	-
CASH - BAIL BONDS	\$	-
ROLLA MUNICIPAL COURT	\$	6,261.00
ASI FLEX 125	\$	18,603.74
CASH - HEALTH ACCOUNT	\$	195,991.33
TIF ACCOUNT - EATS	\$	92,471.51
TIF ACCOUNT - PILOT	\$	33.68
CASH - PAID UNDER PROTEST	\$	15.00
INVESTMENTS - GENERAL FUND	\$	333,929.31
USE TAX MMA	\$	422,174.81
MMA - GENERAL FUND RESERVE REBUILD	\$	502,137.85
ARPA FUNDS	\$	2,061,340.51
POLICE EVIDENCE FUNDS	\$	20,533.64
CITY SEIZURES & FORFEITURES	\$	9,517.98
TASKFORCE SEIZURES & FORFEITURES	\$	602,821.34
ANIMAL CONTROL SHELTER COMM PARTNER	\$	130,630.11
ANIMAL CONTROL SHELTER RESERVE	\$	624,157.14
ANIMAL CONTROL SHELTER RESERVE CDAR	\$	-
PROPERTY FIRE DAMAGE ACCOUNT	\$	17.01
ANIMAL CONTROL SHELTER COMM PARTNER - ENDOW	\$	-
DISASTER RESPONSE	\$	-
GENERAL FUND CREDIT CARD ACCOUNT	\$	181,342.02
US BANK ESCROW	\$	-
INVESTMENTS - CDS	\$	-
EAC ACCOUNT	\$	304.93
<b>GENERAL FUND TOTALS</b>	<b>\$</b>	<b>5,405,546.49</b>

**SEWER FUND**

CASH IN BANK	\$	33,281.14
NIB GENERAL FUND	\$	568.36
RISK MANAGEMENT RESERVE	\$	-
SEWER FUND MMA	\$	1,083,197.12
SEWER FUND MMA CDARS	\$	-
SEWER FUND DEPREC & RESERVE	\$	502,674.66
INVESTMENTS - GENERAL FUND	\$	27,130.94
GENERAL FUND CREDIT CARD ACCOUNT	\$	3,147.64
US BANK ESCROW	\$	-
INVESTMENT - CDS	\$	-
<b>SEWER FUND TOTALS</b>	<b>\$</b>	<b>1,649,999.86</b>

**ENVIRONMENTAL SERVICES FUND**

CASH IN BANK	\$	1,437,760.63
NIB ENV SVS FUND	\$	-
RISK MANAGEMENT RESERVE	\$	-
INVESTMENTS - GENERAL FUND	\$	191.99
GENERAL FUND CREDIT CARD ACCOUNT	\$	6,219.56
MMA PCB	\$	70,030.59
ENV SVS CC	\$	40,774.75
INVESTMENT - CDS	\$	-
<b>ENV SVS FUND TOTALS</b>	<b>\$</b>	<b>1,554,977.52</b>

14.5.1

**CITY OF ROLLA  
CASH ANALYSIS REPORT  
November 30, 2021**

**AIRPORT FUND**

CASH IN BANK	\$ (790,536.70)
NIB GENERAL FUND	\$ 449,546.19
RISK MANAGEMENT RESERVE	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 8,135.00
INVESTMENTS - MMA	\$ 50,494.71
INVESTMENTS - MMA (BREWER LEASE AGREE)	\$ 24,440.00
INVESTMENTS - MMA CDARS	\$ -
<b>AIRPORT FUND TOTALS</b>	<b>\$ (257,920.80)</b>

**CEMETERY FUND**

CASH IN BANK	\$ -
CASH - MMA	\$ 325,240.09
CASH - MMA CDARS	\$ -
INVESTMENTS - RESTRICTED	\$ -
<b>CEMETERY FUND TOTALS</b>	<b>\$ 325,240.09</b>

**STREET FUND**

CASH IN BANK	\$ 836,812.23
NIB GENERAL FUND	\$ -
RISK MANAGEMENT RESERVE	\$ -
GENERAL FUND MMA	\$ 2,566.08
CASH - MMA	\$ 4,162,467.37
MODOT RESERVE	\$ 1,505,241.20
INVESTMENT - CDS	\$ -
<b>STREET FUND TOTALS</b>	<b>\$ 6,507,086.88</b>

**RECREATION FUND**

CASH IN BANK	\$ (318,484.26)
RISK MANAGEMENT RESERVE	\$ -
INVESTMENTS - GENERAL FUND	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 306.46
DEPR RES & EQUIP - MMA	\$ -
DEPR RES & EQUIP - MMA CDARS	\$ -
INVESTMENT - CDS	\$ -
INVESTMENTS - SALES TAX	\$ -
INVESTMENTS - SALES TAX CDARS	\$ -
CENTRE CC	\$ 12,325.80
<b>RECREATION FUND TOTALS</b>	<b>\$ (305,852.00)</b>

**HEALTH INSURANCE FUND**

HEALTH INSURANCE RESERVE	\$ 500,518.40
HEALTH INSURANCE RESERVE CDARS	\$ -
GENERAL FUND CREDIT CARD ACCOUNT	\$ 18,415.00
<b>HEALTH FUND TOTALS</b>	<b>\$ 518,933.40</b>

**PARK FUND**

CASH IN BANK	\$ 3,483.85
NIB GENERAL FUND	\$ 250.00
RISK MANAGEMENT RESERVE	\$ -
INVESTMENTS - PARK SALES TAX	\$ 167,166.29
PARKS CC	\$ 95,931.41
<b>PARK FUND TOTALS</b>	<b>\$ 266,831.55</b>

**PARK LAND RESERVE FUND**

CASH IN BANK	\$ 43,484.68
PARK LAND RESERVE ACCOUNT	\$ 29,768.69
<b>PARK LAND RESERVE FUND TOTALS</b>	<b>\$ 73,253.37</b>

**GRAND TOTAL ALL FUNDS** **\$ 15,738,096.36**



**CITY OF ROLLA**  
**REVENUE/EXPENDITURE REPORT - UNAUDITED**  
November 30, 2021  
17% of Year

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<b><u>GENERAL FUND</u></b>				
REVENUES	\$ 14,359,238.00	\$ 1,215,899.50	\$ 13,143,338.50	8.5%
<b>EXPENDITURES</b>				
GENERAL ADMINISTRATIVE	\$ 676,855.00	\$ 172,259.45	\$ 504,595.55	25.4%
ADMINISTRATION	\$ 312,932.00	\$ 41,362.13	\$ 271,569.87	13.2%
LIBRARY	\$ 300,750.00	\$ 37,078.89		12.3%
FINANCE	\$ 679,960.00	\$ 102,840.89	\$ 577,119.11	15.1%
LEGAL	\$ 67,300.00	\$ 14,305.32	\$ 52,994.68	21.3%
COURT	\$ 92,990.00	\$ 14,207.57	\$ 78,782.43	15.3%
TELECOMMUNICATIONS	\$ 1,438,550.00	\$ 172,016.87	\$ 1,266,533.13	12.0%
ANIMAL CONTROL	\$ 831,455.00	\$ 42,048.06	\$ 789,406.94	5.1%
POLICE	\$ 5,522,076.00	\$ 968,270.41	\$ 4,553,805.59	17.5%
FIRE	\$ 3,990,300.00	\$ 464,267.87	\$ 3,526,032.13	11.6%
ROLLA RURAL FIRE	\$ -	\$ 62,945.06	\$ (62,945.06)	#DIV/0!
BUILDING SERVICES	\$ 92,165.00	\$ 9,590.51	\$ 82,574.49	10.4%
ENGINEERING	\$ -	\$ -	\$ -	#DIV/0!
COMMUNITY DEVELOPMENT	\$ 513,925.00	\$ 66,941.75	\$ 446,983.25	13.0%
ECONOMIC DEVELOPMENT	\$ 54,110.00	\$ 40,067.16	\$ 14,042.84	74.0%
TOTAL EXPENDITURES	<u>\$ 14,573,368.00</u>	<u>\$ 2,208,201.94</u>	<u>\$ 12,101,494.95</u>	15.2%
REVENUES OVER/UNDER EXPENDITURES	\$ (214,130.00)	\$ (992,302.44)	\$ 1,041,843.55	
<b><u>SEWER FUND</u></b>				
REVENUES	\$ 9,294,965.01	\$ 501,018.31	\$ 8,793,946.70	5.4%
EXPENDITURES	<u>\$ 8,607,349.00</u>	<u>\$ 1,544,791.74</u>	<u>\$ 7,062,557.26</u>	17.9%
REVENUES OVER/UNDER EXPENDITURES	\$ 687,616.01	\$ (1,043,773.43)	\$ 1,731,389.44	
<b><u>ENVIRONMENTAL SERVICES FUND</u></b>				
REVENUES	\$ 3,760,750.00	\$ 323,905.97	\$ 3,436,844.03	8.6%
<b>EXPENDITURES</b>				
RECYCLING	\$ 582,720.00	\$ 62,713.99	\$ 520,006.01	10.8%
SANITATION	\$ 2,822,900.00	\$ 410,538.26	\$ 2,412,361.74	14.5%
VEHICLE MAINTENANCE	<u>\$ 448,560.00</u>	<u>\$ 66,309.82</u>	<u>\$ 382,250.18</u>	14.8%
TOTAL EXPENDITURES	<u>\$ 3,854,180.00</u>	<u>\$ 539,562.07</u>	<u>\$ 3,314,617.93</u>	14.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (93,430.00)	\$ (215,656.10)	\$ 122,226.10	
<b><u>AIRPORT FUND</u></b>				
REVENUES	\$ 661,206.00	\$ 58,558.27	\$ 602,647.73	8.9%
EXPENDITURES	<u>\$ 663,425.00</u>	<u>\$ 177,556.35</u>	<u>\$ 485,868.65</u>	26.8%
REVENUES OVER/UNDER EXPENDITURES	\$ (2,219.00)	\$ (118,998.08)	\$ 116,779.08	

IVJ.3

**CITY OF ROLLA**  
**REVENUE/EXPENDITURE REPORT - UNAUDITED**  
**November 30, 2021**  
**17% of Year**

	<u>CURRENT BUDGET</u>	<u>YTD ACTUALS</u>	<u>BUDGET BALANCE</u>	<u>% OF BUDGET</u>
<b><u>CEMETERY FUND</u></b>				
REVENUES	\$ 13,200.00	\$ 10,081.65	\$ 3,118.35	76.4%
EXPENDITURES	\$ 20,000.00	\$ 1,052.50	\$ 18,947.50	5.3%
REVENUES OVER/UNDER EXPENDITURES	\$ (6,800.00)	\$ 9,029.15	\$ (15,829.15)	
<b><u>STREET FUND</u></b>				
REVENUES	\$14,707,990.50	\$ 523,964.52	\$ 14,184,025.98	3.6%
EXPENDITURES				
STREET	\$ 6,459,175.00	\$ 921,298.03	\$ 5,537,876.97	14.3%
TDD	\$ 4,869,228.00	\$ 88,438.95		
ENGINEERING	\$ 883,150.00	\$ 114,156.98	\$ 768,993.02	12.9%
TOTAL EXPENDITURES	\$12,211,553.00	\$ 1,123,893.96	\$ 6,306,869.99	
REVENUES OVER/UNDER EXPENDITURES	\$ 2,496,437.50	\$ (599,929.44)	\$ 7,877,155.99	
<b><u>RECREATION FUND</u></b>				
REVENUES	\$ 815,000.00	\$ 2.20	\$ 814,997.80	0.0%
EXPENDITURES				
GUEST SERVICES	\$ -	\$ -	\$ -	#DIV/0!
RECREATION	\$ -	\$ -	\$ -	#DIV/0!
AQUATICS	\$ -	\$ -	\$ -	#DIV/0!
FITNESS	\$ -	\$ -	\$ -	#DIV/0!
ADMINISTRATION	\$ 750,205.00	\$ 163,749.13	\$ 586,455.87	21.8%
MAINTENANCE	\$ -	\$ 17,676.28	\$ (17,676.28)	#DIV/0!
TOTAL EXPENDITURES	\$ 750,205.00	\$ 181,425.41	\$ 568,779.59	24.2%
REVENUES OVER/UNDER EXPENDITURES	\$ 64,795.00	\$ (181,423.21)	\$ 246,218.21	
<b><u>PARK FUND</u></b>				
REVENUES	\$ 1,760,942.00	\$ 237,017.27	\$ 1,523,924.73	13.5%
EXPENDITURES				
ADMINISTRATION	\$ 226,125.00	\$ 41,149.67	\$ 184,975.33	18.2%
PARKS	\$ 1,168,790.00	\$ 149,266.35	\$ 1,019,523.65	12.8%
SPLASHZONE	\$ 232,250.00	\$ 10,716.92	\$ 221,533.08	4.6%
OUTDOOR RECREATION	\$ 199,935.00	\$ 18,352.88	\$ 181,582.12	9.2%
TOTAL EXPENDITURES	\$ 1,827,100.00	\$ 219,485.82	\$ 1,607,614.18	12.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (66,158.00)	\$ 17,531.45	\$ (83,689.45)	
<b><u>PARK LAND RESERVE FUND</u></b>				
REVENUES	\$ 1,000.00	\$ 7.46	\$ 992.54	0.7%
EXPENDITURES	\$ 39,500.00	\$ -	\$ 39,500.00	0.0%
REVENUES OVER/UNDER EXPENDITURES	\$ (38,500.00)	\$ 7.46	\$ (38,507.46)	

CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Final Reading

ITEM/SUBJECT: Drug Enforcement Interagency Agreement

BUDGET APPROPRIATION (IF APPLICABLE): \$75,000

DATE: February 7, 2022

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Commentary:

The Rolla Police Department and the Phelps County Sheriff's Department have recently withdrawn their membership in the South Central Drug Task Force (SCDTF) and would like to form a task force that will more effectively fight drug activity in the Rolla/Phelps region as opposed to the much broader region that the SCDTF covered. The new group will be called the Rolla Area Drug Enforcement (RADE) Task Force.

Attached is the Interagency Agreement and By-Laws to create this multi-jurisdictional drug task force, which will provide more effective law enforcement protection against those who engage in the distribution of narcotics and dangerous drugs in the Rolla area.

The Rolla Police Department will continue to employ one officer assigned as a Narcotics Investigator, a position we have had in place for many years. The current estimated cost of salary, benefits, and equipment for this employee amounts to approximately \$75,000, annually.

Recommendation:

Staff recommends a motion to approve the ordinance authorizing the mayor to enter into this agreement.

---

ITEM NO. \_\_\_\_\_

V.A.1

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE ROLLA AREA DRUG ENFORCEMENT TASKFORCE (RADE).

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an Agreement between the City of Rolla, Missouri and the Rolla Area Drug Enforcement Taskforce, a copy of said Interagency Agreement is attached hereto and marked Exhibit A. A copy of the Constitution and Bylaws for said Taskforce is attached hereto and marked Exhibit B.

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 7th DAY OF JANUARY, 2022.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

V, A. 2

"Exhibit A"

## Rolla Area Drug Enforcement Task Force Interagency Agreement

The undersigned law enforcement agencies now enter into this interagency agreement to create a multi-jurisdictional drug task force to provide more effective law enforcement protection against those who engage in the distribution of narcotics and dangerous drugs, and are effective as to each party as of the date of execution by that party as shown below, by and between the respective law enforcement agencies.

### **Recitals:**

A. Missouri law (Article VI, §16 of the Missouri Constitution and §§ 70.210 through 70.320, RSMo) authorizes Missouri political subdivisions, including counties and municipalities, to enter into cooperation agreements with other political subdivisions for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided, that the subject and purposes of any such contract or cooperative action made and entered into by such political subdivisions shall be within the original scope of their powers.

B. The Rolla Area Drug Enforcement Taskforce (herein "RADE") is a multi-jurisdictional enforcement group formed pursuant to §650.156, RSMo, to provide within the State of Missouri, to investigate and enforce narcotics violations and organizations involved in drug related activity.

C. The parties hereto, recognizing that each is individually responsible for responding to emergencies within its own jurisdiction using all available resources to protect the health, safety, and property of its citizens, have deemed it to be in the best interests of all to enter into this Agreement to provide for the intensive professional investigation of narcotics and drug law violations.

The undersigned parties agree to the following:

### **I. Parties:** Parties to this agreement are:

#### **a. RADE Board of Directors**

The RADE Board of Directors will represent the participating parties to this agreement. The Board of Directors will be responsible for the implementation and conduct of the terms of this agreement on behalf of the participating parties.

#### **b. Task Force Members**

Task Force members may be comprised of County Sheriff Departments, Police Departments, and State agencies in the area as approved by the Board of Directors and their respective governmental agencies. Representatives from these agencies shall be the contact individual for their respective agencies providing specific criminal targets or narcotic information to the Task Force Coordinator of RADE . The Task Force Coordinator will be the day-to-day operations supervisor.

V.A.3

**II. Purpose of RADE**

The primary purpose of RADE consists of the following:

- a. To conduct various types of narcotics investigations on individuals and organizations engaged in drug-related activities.
- b. To establish liaison with respective state and federal prosecutors for legal advice and to encourage prosecution of RADE investigations.
- c. To maintain intelligence on the trafficking of narcotics and dangerous drugs and other related criminal activities.
- d. To establish liaison with local, state, and federal law enforcement agencies to better coordinate drug investigations and disseminate drug-related intelligence.

**III. Financial Obligations of Member Agencies**

The parties undersigned agree that personnel appointed to RADE from member agencies will remain employees of the respective departments. Those departments agree to supply the necessary equipment and compensate their officer(s) for personal services that support RADE operations. Such compensation shall include but is not limited to wages, overtime, liability insurance, and workers' compensation, as well as personal protective equipment and vehicle . Additional associate members may be admitted to RADE by an annual appropriation in an amount determined by the Board of Directors not less than ten thousand dollars (\$10,000.00) as described in the approved By-Laws.

**IV. Duties of Task Force Board of Directors**

- a. The Board of Directors will monitor and provide as many investigators as deemed appropriate and manageable by the Board of Directors and member agencies.
- b. The Board of Directors will establish and manage an investigative fund. All restitution money returned by a court shall be placed into the investigation fund.
- c. The Board of Directors will hold semi-annual meetings with Task Force Coordinator, or more often when needed.
- d. The Board of Directors shall appoint a qualified Task Force Coordinator/Commander to manage and oversee operations. They must have at least three (3) years of experience as a narcotics investigator. The Board of Directors will make their selection based on the candidate's total experience and education.
- e. The Board of Directors will approve an operations manual for RADE and review it annually for necessary updates.
- f. The Board of Directors will file an annual summary report of RADE activities and finances with each participating governing agency each February for the previous calendar year or within sixty days of the end of the fiscal year.

**V. Operations Procedures**

An approved operational manual shall be developed, maintained and approved per the By-Laws. In summary the parties agree the following operational procedures shall prevail for the duration of this agreement:

V.A.4

**A. Task Force Coordinator/Commander**

1. Will have complete control of the day-to-day operations of the task force.
2. He/she will be responsible for supervising the daily investigative activities of the Task Force Officers and implementing the directions of the Board of Directors.
3. Will suggest narcotics/police training for assigned investigators to attend through their home agency.
4. Will oversee the use of the investigative fund and approve operations plans for task force operations.
5. Will provide information to the Board of Directors regarding operations and personnel as needed directed by the board.

**B. Task Force Officers**

1. Will be approved by the Board of Directors after interviews, background investigations, and recommendations by an interview board as described in the Constitution and By-Laws of the Task Force.
2. Must be a Missouri POST Certified police officer and be employed by a member agency. Once assigned, the task force officer shall be solely directed and supervised by the Coordinator/Commander.
3. Will adhere to all laws of the State of Missouri and the United States of America and maintain compliance with the task force policies and procedures related to operations and conduct.
4. Will report to the Task Force Coordinator/Commander or his designee as soon as possible any incident, accident, or conduct by the task force officer that might reflect unfavorably upon any party to this agreement. Violation of task force policies and procedures by an assigned officer shall be sufficient grounds for dismissal from the Task Force by the Board of Directors.

**C. Investigative Funds**

Investigative funds may be provided by the member agencies, subject to appropriation and will be expended, accounted for, and audited in accordance with the policy outlined in the Task Force manual.

**D. Other Operational Considerations**

1. Report Writing- Task Force Officers will utilize the reporting system, forms, evidence system, etc of their parent agency. The Task Force Coordinator will review all reports before submission.
2. Confidential Sources-The Task Force's confidential informant documentation, handling procedures, and payment procedures shall be utilized by task force officers.
3. The local authority in whose jurisdiction the Task Force is operating shall be notified in possible and, when appropriate, shall participate in the operation. This provision may be waived if exigent circumstances do not permit

notification and/or participation or if the Task Force Coordinator believes an unusual occurrence makes the notification or participation unwise.

**E. Termination/Modification of Agreement**

Any party may withdraw from this agreement thirty days after providing written notice of withdrawal to all other parties. Withdrawal from the agreement requires an ordinance or resolution from the respective legislative body of the withdrawing law enforcement agency. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties.

**F. Duration of this Agreement**

This agreement shall commence on the day signed by the Agency's Governing Body. It shall be considered renewed annually in good standing unless/until one of the parties withdraw from the agreement as prescribed above.

\_\_\_\_\_  
Mayor Lou Magdits  
City of Rolla

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Randy Verkamp  
Presiding Phelps County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheriff Mike Kim  
Phelps County Sheriff's Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Sean Fagan  
Rolla Police Department

\_\_\_\_\_  
Date

V.A. 6



"Exhibit B"

## **Rolla Area Drug Enforcement Task Force Constitution and By-Laws**

### **Article I**

#### **Section 1 Name**

This organization shall be known as Rolla Area Drug Enforcement Task Force otherwise known as "RADE" herein.

#### **Section 2 Objectives**

The purpose and objectives of this organization are as follows:

- A. To assist in, foster, promote, and encourage the prevention, control and eradication of the illegal importing, manufacture, distribution, possession, and use of drugs and controlled substances.
- B. To educate, encourage, and assist the general public, employers, state, and local governments and their agencies; public and private educational schools and institutions, civic groups and clubs; charitable, educational and religious organizations; and other individuals, organization and entities, in the prevention control and eradication of the illegal import, manufacture, distribution, possession, and improper use of drugs and controlled substances.
- C. In furtherance of and supplemental to the foregoing purposes:
  1. To assist law enforcement with various types of criminal activity.
  2. To coordinate and generally direct law enforcement activities as needed.
  3. To work and cooperate with all state and local agencies or persons whose objective it is to combat all types of criminal activity.
  4. To use all talent and manpower to combat criminal activity on a cooperative basis.
  5. To assist in the development of effective criminal law enforcement.
  6. To disseminate information and to educate the public in the areas of crime recognition and prevention.
  7. To assist in the preservation of justice under the Constitution of the United States and the State of Missouri through effective law enforcement.

# **Rolla Area Drug Enforcement Task Force**

## **Constitution and By-Laws**

### **Article II**

#### **Section 1 Members**

- A. RADE membership is limited to the Chief Executive Officers, or their designee, of participating law enforcement agencies at the state, county, or city level, and any other member required by statute.
- B. Active members are agencies that devote individuals to the task force on a full-time basis and participate in an interagency agreement.
- C. Associate members are agencies that cooperate with the task force and the terms of an interagency agreement.

#### **Section 2 Board of Directors**

- A. RADE Board of Directors shall be comprised of the head law enforcement officer of every agency authorized by the interagency agreement. The board shall consist of a minimum of three (3) members. If there are only two agencies currently active in the interagency agreement, the third Director shall be elected unanimously by the head law enforcement officer of the participating agencies, and such person shall be required to have a current P.O.S.T. certification. The Board of Directors shall consist of a Chairman, a Co-Chairman and at least one (1) additional member. In the event of an even number of board members, a tie vote fails.
- B. Elected Officers of the Board of Directors shall serve two (2) year terms and are elected by a simple majority vote every other December.
- C. Members of the Board of Directors must be active members of RADE unless there is a vacancy leaving only two (2) members. In that scenario, the two (2) current board members shall agree on an appointee to the board who must then be voted on during the next election. The appointee must be an active or associate member of RADE.
- D. The Board of Directors shall be the governing body of RADE and shall have authority to take all appropriate measures and to perform all duties required to accomplish the day to day operations of the organization. This shall be pursuant to the terms of this Constitution and By-Laws and the terms of any interagency agreement of RADE.

#### **Section 3 Meetings**

- A. The Board of Directors of RADE shall meet semi-annually at such time and place designated by the Chairman. Special or emergency meetings may be convened at a time and place designated by the Chairman in addition to quarterly meetings.
- B. Biannual meetings of RADE for the purpose of electing officers shall be held in the month of December each year. Election of officers will be held at this meeting.
- C. For the purpose of considering and disposing of official matters at the business session of any meeting for RADE, a quorum shall consist of a simple majority of members entitled to vote who are present at the meeting.
- D. All meetings conducted by RADE shall be governed by the parliamentary rules and usages contained in Roberts Rules of Order.
- E. All task force meeting will be in compliance to Sunshine Law request, with the exception to that business held in closed session.

**Section 4 Adding or Removing Members**

- A. Additional agencies may be added upon approval by a majority approval of all of the existing board of directors. The addition of additional agencies will require a new Interagency Agreement, signed by the Governing Bodies.
- B. Agencies may be removed from the task force either by resignation in the form of an ordinance or resolution approved by the legislative body of the political subdivision, or by majority vote of the board of directors. All governing bodies will be notified of departing members.

# **Rolla Area Drug Enforcement Task Force**

## **Constitution and By-Laws**

### **Article III**

#### **Section 1 Funds and Accounts**

- A. RADE does not anticipate direct funding sources for the purpose of operation of the organization. However, member agencies may be approved to join RADE subject to an annual appropriation, not less than ten thousand dollars (\$10,000.00), towards the operating expenses of member agencies providing full-time staffing or other approved operational expenses.
- B. The Board of Directors of RADE may form an account for investigative funds as agreed upon by the participating member agencies via CAFA or Federal Asset Forfeiture through home agencies.

#### **Section 2 Liabilities, Insurance, Salary, and Equipment**

- A. All law enforcement personnel assigned to RADE from member agencies will remain employees of the respective departments and those departments shall supply necessary equipment items such as vehicle and protective gear, and to compensate their officer(s) for personal services rendered in support of RADE operations. Such compensation shall include, but is not limited to, wages, overtime, liability insurance, and worker's compensation.
- B. Agencies joining RADE must assign an officer or provide a dollar amount not less than ten thousand dollars (\$10,000.00) annual for buy funds, RADE equipment, or equitable reimbursement to those agencies providing full-time staffing.

# **Rolla Area Drug Enforcement Task Force**

## **Constitution and By-Laws**

### **Article IV**

#### **Section 1 Operations**

- A.** The Board of Directors shall appoint and approve a Task Force Coordinator for RADE who will have day-to-day control of operations.
- B.** The Board of Directors shall develop and approve a task force operations manual which should be updated as needed.

#### **Section 2 Assignment of Task Force Officers**

- A.** Law enforcement officers to be assigned to RADE shall be interviewed by the Task Force Coordinator and two (2) Board Members or their designee(s).
- B.** Candidate Officers must have undergone a sufficient background investigation by their respective agency, or be willing to have one conducted by the Task Force Coordinator prior to assignment.
- C.** Candidate Officers must be approved by a vote of the Board of Directors.

# **Rolla Area Drug Enforcement Task Force**

## **Constitution and By-Laws**

### **Article V**

#### **Section 1 Amendments**

The Constitution and By-Laws may be amended by the affirmative vote of a simple majority of board members present and eligible to vote at the business session of any meeting of RADE provided the proposed amendment, which may be filed by one or more member of the Task Force with the Chairman, shall have been submitted in writing at least 30 days before the meeting at which it is to be offered. The Chairman or his/her designee shall notify the membership of the proposed amendment by electronic mail at least ten (10) days before the meeting.

Amendments will be provided in writing to governing bodies.

CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: 1<sup>st</sup> & Final Reading

ITEM/SUBJECT: MoDOT Grant Authorization Form

BUDGET APPROPRIATION (IF APPLICABLE): \$ N/A

DATE: February 7, 2022

---

Commentary:

The attached form authorizes the City of Rolla Police Department to apply for traffic grants through the Missouri Department Of Transportation (MoDOT). The grants are 100% funded by MoDOT, so there is no cost to the City of Rolla. This authorization form is simply a formality required annually by MoDOT before approval may be granted.

Some of the things that can be obtained through these grant funds, if approved, are: overtime funding for DWI enforcement/checkpoints and "Hazardous Moving Violation" enforcement (speeding, etc.); radars; trailers and vehicles; etc.

Recommendation:

Motion to approve an ordinance allowing the Mayor and City Clerk to sign an authorization form on behalf of the City of Rolla to permit the Rolla Police Department to apply for free traffic safety grants through the Missouri Department of Transportation.

---

ITEM NO. \_\_\_\_\_

VI. A. 1

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI, AND THE MISSOURI DEPARTMENT OF TRANSPORTATION PERTAINING TO GRANTS.

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

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

Section 2: That 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 7<sup>TH</sup> DAY OF FEBRUARY, 2022.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

V1. A. 2





Highway Safety Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

"Exhibit A"

## CITY COUNCIL AUTHORIZATION

On February 7, 2022, the Council of Rolla, Missouri held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Rolla will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Council his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

**DATE:** \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

V.I.A. 3



CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator John Butz

ACTION REQUESTED: Discussion/Resolution

ITEM/SUBJECT: MOU with Rolla Downtown Business Association – Fountain Plaza

BUDGET APPROPRIATION: \$230,000 +/-; City \$85,000

DATE: February 7, 2022

\*\*\*\*\*

COMMENTARY:

The Rolla Downtown Business Association (RDBA) has been working to promote Downtown as a destination place for visitors, shoppers and investment. Several Downtown plans and visions have been developed over the years with good success. One of the projects that continues to surface is the conversion of the small city parking lot at 6<sup>th</sup> and Pine into the Historic Fountain Plaza – re-creation of an iconic fountain at that location 110 years ago.

Working with Architect Russell Volmert RDBA has conceptualized plans for the Historic Fountain Plaza that included landscaping, fountain, “Rolla” lettering monument and historical tribute panels. While a turn-key cost for the project is estimated at \$490,000 the City is confident Engineering/Public Works could manage the project and do the project (demolition, concrete work, installation) for a total of \$230,000 - \$250,000. The proposal is for the City to provide in-kind engineering and construction services valued at \$60,000 and to utilize \$25,000 in ARPA funds for outdoor place-making. That would leave the RDBA and community to fund-raise the remaining \$145,000.

The draft Memorandum of Understanding (MOU) outlines the expectation of both the City and RDBA/Community. Such an agreement is critical to the fund-raising efforts needing some level of confidence in feasibility.

Discussion needed.

VI.B.1

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROLLA AND THE ROLLA DOWNTOWN BUSINESS ASSOCIATION (RDBA) REGARDING THE HISTORIC FOUNTAIN PLAZA.

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

**Section 1:** That the Mayor of the City of Rolla, Missouri, be and he is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Memorandum of Understanding between the City of Rolla, Missouri and the Rolla Downtown Business Association (RDBA), a copy of said Memorandum of Understanding being attached hereto and marked Exhibit A.

**Section 2:** That this resolution 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 7TH DAY OF JANUARY 2022.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

**DRAFT**

## MEMORANDUM OF UNDERSTANDING

Between the City of Rolla and the Rolla Downtown Business Association

The City of Rolla (City) and Rolla Downtown Business Association (RDBA) agree to jointly and cooperatively pursue an effort intended to design, develop and construct the Historic Fountain Plaza at 6<sup>th</sup> St. and Pine St. in Downtown Rolla, Missouri.

### 1. Rolla Downtown Business Association (RDBA)

The RDBA, a 501(c) 6 not-for-profit association, was formed in 20\_\_ for the purpose of promoting the downtown area for business investment, residential life, and community space by working collaboratively with the City, Rolla Area Chamber of Commerce, businesses, civic organizations, Missouri S&T and area citizens.

### 2. JOINT EFFORT

This agreement recognizes that the RDBA and the City can cooperatively promote the continued growth and viability of the downtown area by working together with other organizations and entities that have similar interest in the core of the Rolla Community.

This agreement further recognizes that the RDBA, working with partners, will provide a framework for the design, development and fund-raising for the vision of the Historic Fountain Plaza to create a sense of place in the downtown area and to revitalize the southern boundary of the downtown district. RDBA will furnish leadership, organization and community communications on the Historic Plaza Fountain.

This agreement further recognizes that the City may engage in other activities to ensure the economic viability of the downtown area including the Rolla Area Chamber of Commerce and Missouri S&T.

These purposes are mutually supportive and the joint efforts to serve those respective purposes should prove to be beneficial to both the City and the RDBA and the residents, businesses and citizens of Phelps County.

### 3. TERMS OF AGREEMENT

The effective term of this Memorandum shall be from the date of execution for a period of three (3) years, and may be extended should development of the Historic Fountain Plaza be delayed or expanded subject to the mutual agreement of the parties.

### 4. CITY OF ROLLA SUPPORT

The proposed Historic Fountain Plaza shall be located on City-owned property south of 6<sup>th</sup> & Pine St. in a form consistent with the conceptual plan attached as Exhibit A. To support the efforts of RDBA to create the Historic Fountain Plaza and to assist

with matching in-kind services and funds, the City shall provide project management and hardscape construction services up to the value of Sixty Thousand Dollars (\$60,000) – anticipated in the 2023/2024 construction seasons (subject to successful fund-raising by RDBA). The project budget for the Historic Fountain Plaza is attached as Exhibit B. Said services will include demolition, installation of utilities, storm water, concrete apron, fountain installation and “ROLLA” lettering-sculpture. In addition the City will apply matching funds up to Twenty-Five Thousand Dollars (\$25,000) of ARPA funds to the capital cost of the project. RDBA shall demonstrate fund-raising commitments of no less than Seventy-Five Thousand Dollars (\$75,000) prior to distribution of matching funds. Said contribution will ensure RDBA has sufficient capital/construction funds to support the project development.

Upon completion of the project the City shall retain ownership of the property and will be responsible for ongoing maintenance through the City Park Department. Maintenance is anticipated to include cost of utilities, maintenance of the fountain (including winterization), trash service and basic landscaping services (value of services estimated at \$6,000 – 10,000 per year). RDBA shall maintain an active interest and role in supporting the ongoing maintenance and care for the Historic Fountain Plaza (beyond ordinary maintenance by the City Parks Department) as able.

**5. SCOPE OF RDBA’S RESPONSIBILITY**

- a. The RDBA will create and communicate the vision and benefits of the Historic Fountain Plaza and shall advocate for new investment (jobs, economic growth, livability, sense of place) for the Rolla Downtown and surrounding area.
- b. The RDBA will pursue a fund-raising campaign to cover all material costs of the Historic Fountain Plaza projected at \$145,000.
- c. The RDBA will continue to market and organize downtown interests with a shared vision of economic vitality and a place to visit.
- d. The RDBA will keep the City informed of meetings, special events and business opportunities in the downtown area.
- e. The RDBA will provide to the City Council at a public meeting at least annually the activities, funding, challenges and accomplishments of the downtown area.

AGREED to this \_\_\_<sup>th</sup> day of February, 2022.

ATTEST:

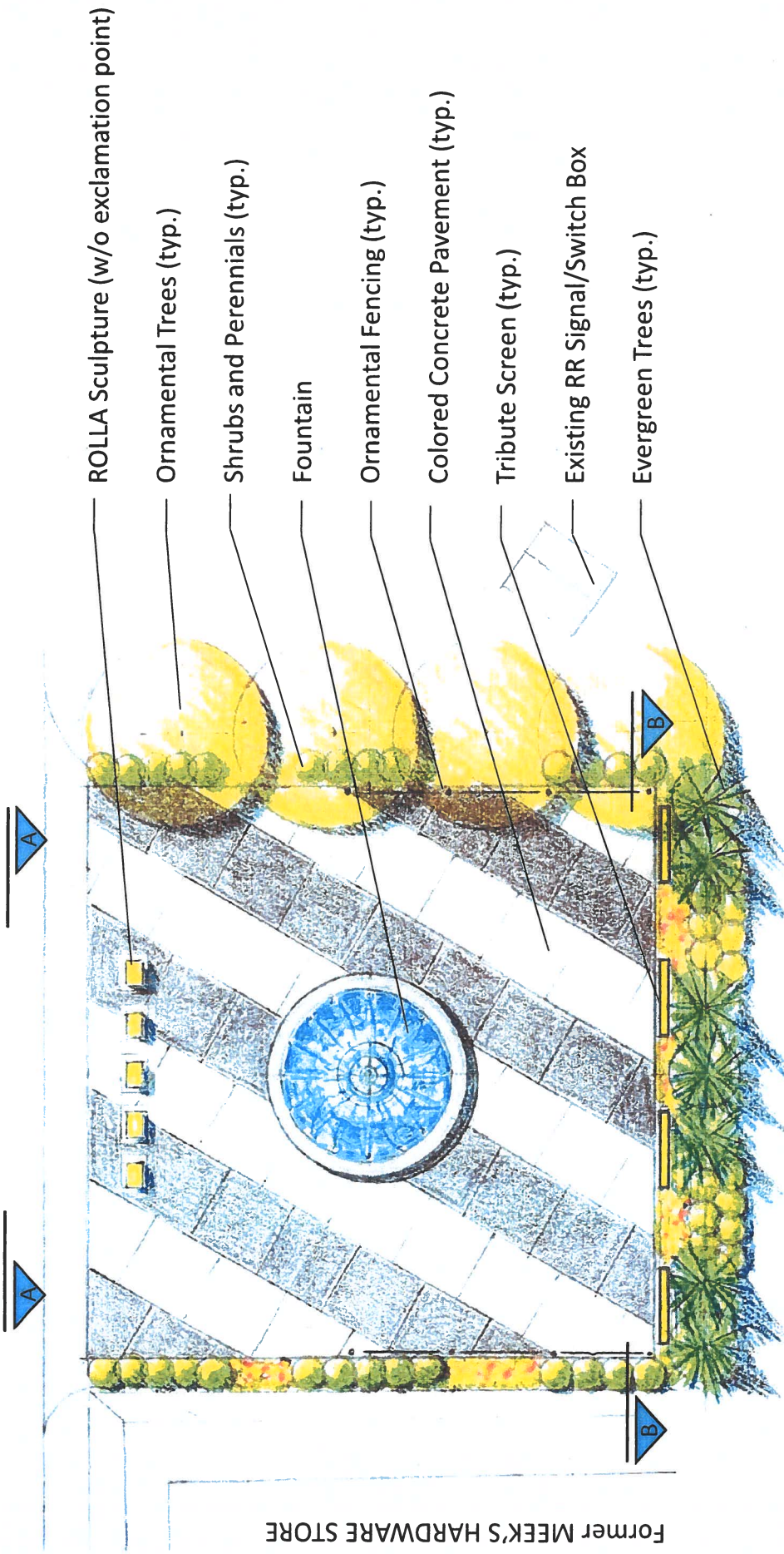
\_\_\_\_\_  
Carol Daniels, City Clerk

\_\_\_\_\_  
Mayor Louis J. Magdits IV

\_\_\_\_\_  
RDBA President

VI, B. 4

6th STREET



ROLLA Sculpture (w/o exclamation point)

Ornamental Trees (typ.)

Shrubs and Perennials (typ.)

Fountain

Ornamental Fencing (typ.)

Colored Concrete Pavement (typ.)

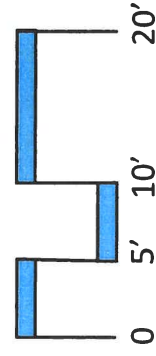
Tribute Screen (typ.)

Existing RR Signal/Switch Box

Evergreen Trees (typ.)

Former MEEK'S HARDWARE STORE

SCALE: 1" = 10"



North



Site Plan

Exhibit A  
to MOU

# Downtown Plaza

Concept Design Ideas

Fora Planning & Design

Rolla, Missouri

03.17.21

**Exhibit B**

**Project Budget for the proposed Historic Plaza Fountain**

<b>Materials of Fountain and Appurtenances</b>	<b>\$100,000</b>
<b>Colored Concrete</b>	<b>\$ 15,000</b>
<b>Landscaping</b>	<b>\$ 10,000</b>
<b>Rolla Letters</b>	<b>\$ 15,000</b>
<b>Fencing</b>	<b>\$ 10,000</b>
<b>Lighting</b>	<b>\$ 20,000</b>
<b>City of Rolla In-kind:</b>	
• <b>Final Plans</b>	
• <b>Project Management</b>	
• <b>Demolition Labor and Equipment</b>	
• <b>Feature Installation Labor ad Equipment</b>	<b>\$ 60,000</b>
<b>Total</b>	<b>\$230,000</b>

[Note: Does not include "tribute signage" – details still pending]

V1.B.6





# Downtown Plaza

Concept Design Ideas

Fora Planning & Design

Rolla, Missouri

03.17.21

3.7

## DESIGN PROGRAM:

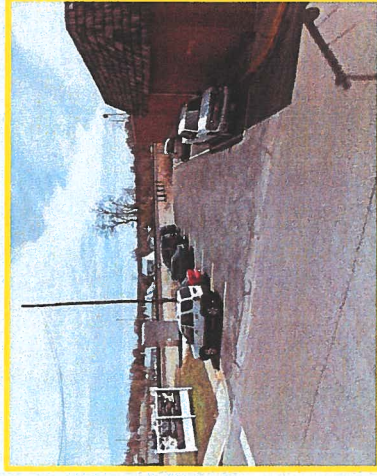
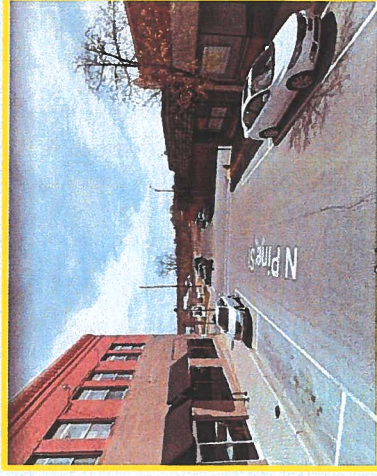
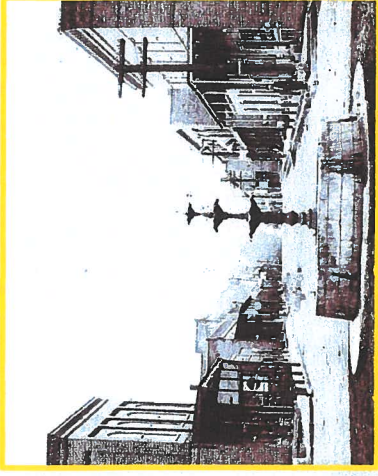
The open space on 6<sup>th</sup> Street and Pine Street, has traditionally been a public space for community and commerce purposes.

In the early 1900's the space contained a fountain/trough, providing civic beauty along with the occasional refreshment for man and beast alike.

The current master plan effort is to enhance the public space, further adding to the appeal of Downtown Rolla with a new venue for community events, civic identity and community beautification.

The placemaking initiative by the City of Rolla and the Rolla Downtown Business Association, identified key elements for the design program of the plaza, listed below:

- a) Provide a space for people to gather as a community.
- b) Offer design elements to honor the city's history and individuals efforts during times of crisis and emergencies.
- c) Enhance the civic identity of downtown Rolla.
- d) Provide a better visual terminus for Pine Street on south edge of the downtown.
- e) Showcase a fountain for user experience and historical reference.
- f) Add beauty to the public realm of downtown Rolla.



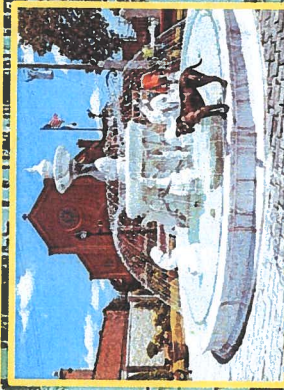
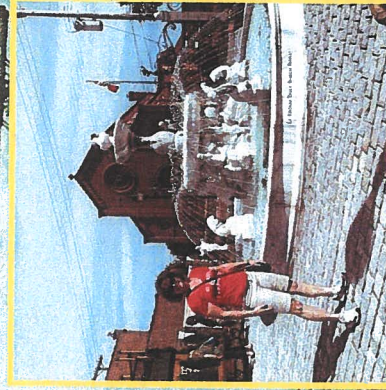
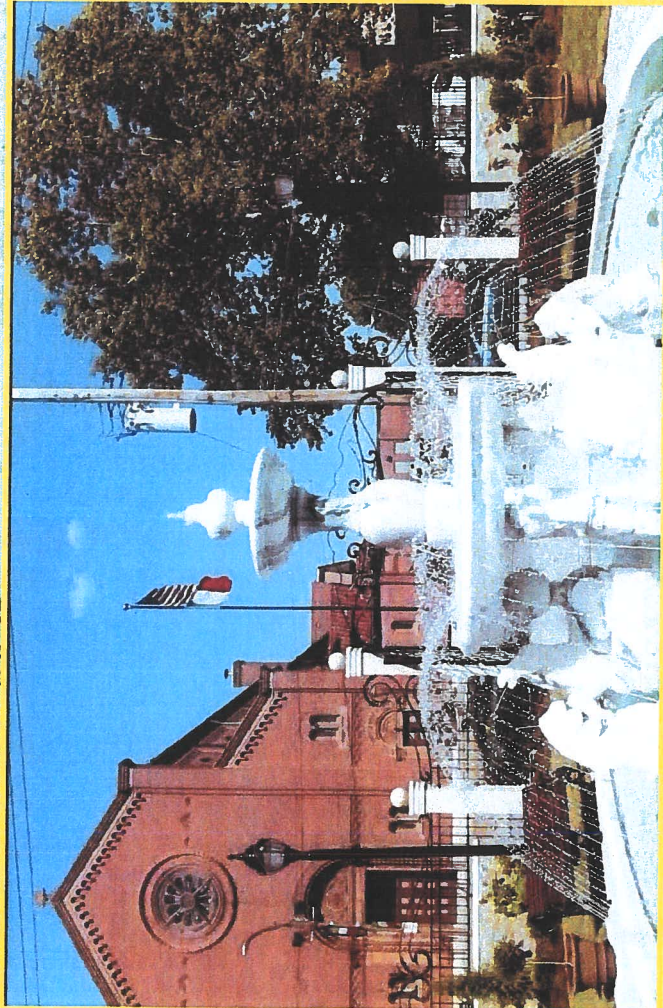
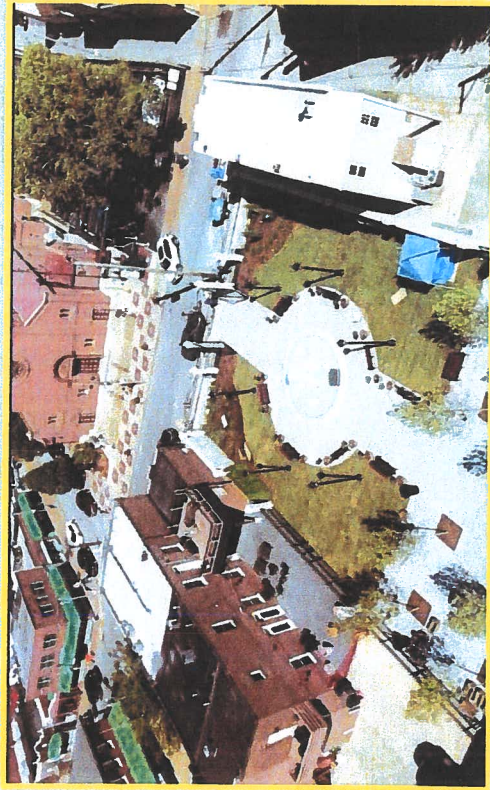
## Downtown Plaza

Concept Design Ideas

Fora Planning & Design

Rolla, Missouri

03.17.21



**PRECEDENT:**

Piazza Imo  
On The Hill  
St. Louis, MO.

- Small neighborhood plaza, privately developed.
- Design reflects local Italian heritage of neighborhood.
- Utilized as a gathering space, passive recreation and tourist destination.

Community Tribute for Rolla

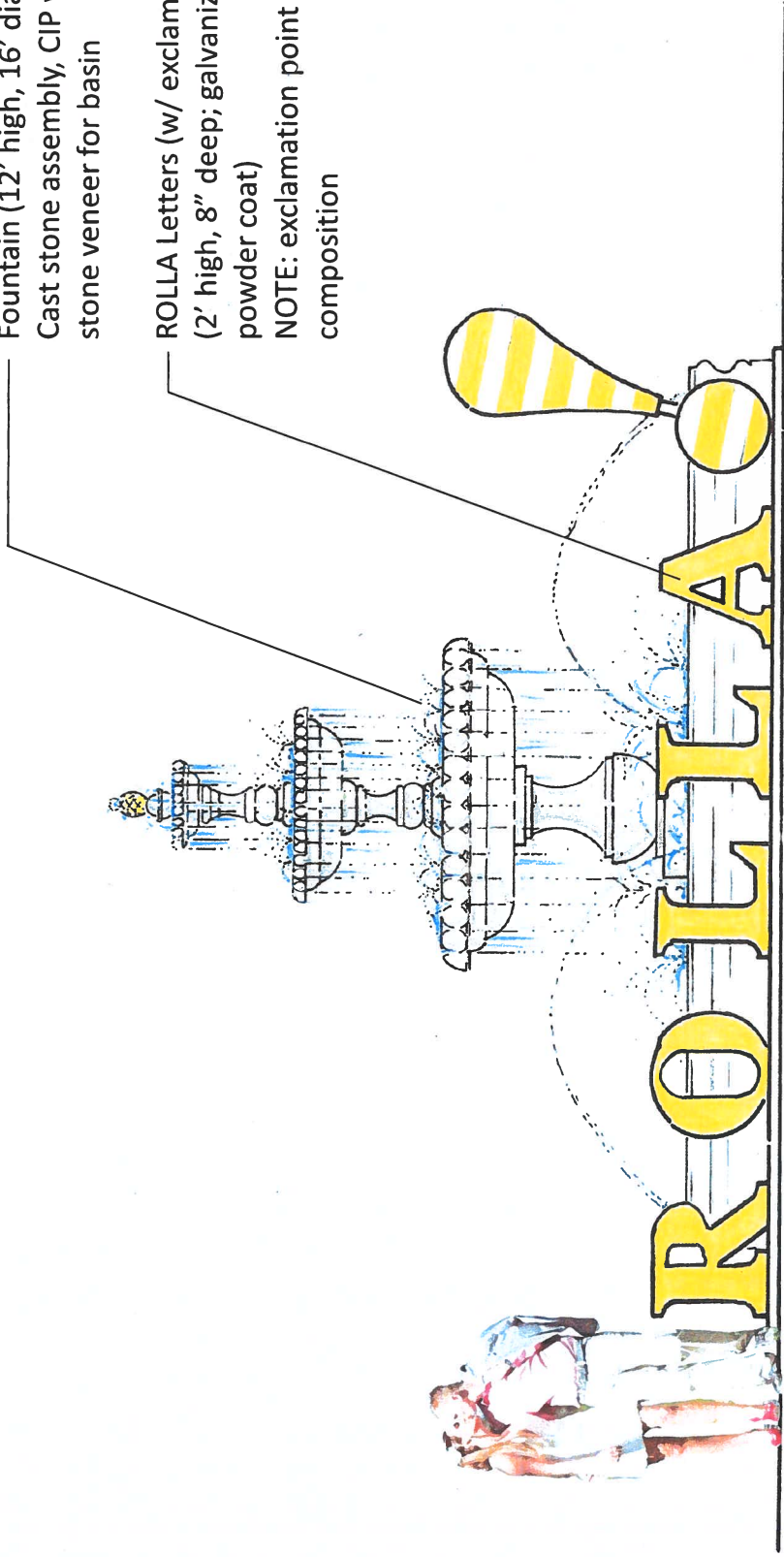
Rolla, Missouri

2021

Fountain (12' high, 16' dia. basin)  
Cast stone assembly, CIP wall w/ cast  
stone veneer for basin

ROLLA Letters (w/ exclamation point)  
(2' high, 8" deep; galvanized steel,  
powder coat)

NOTE: exclamation point is optional for  
composition



## Fountain & ROLLA Sculpture Elevation A-A

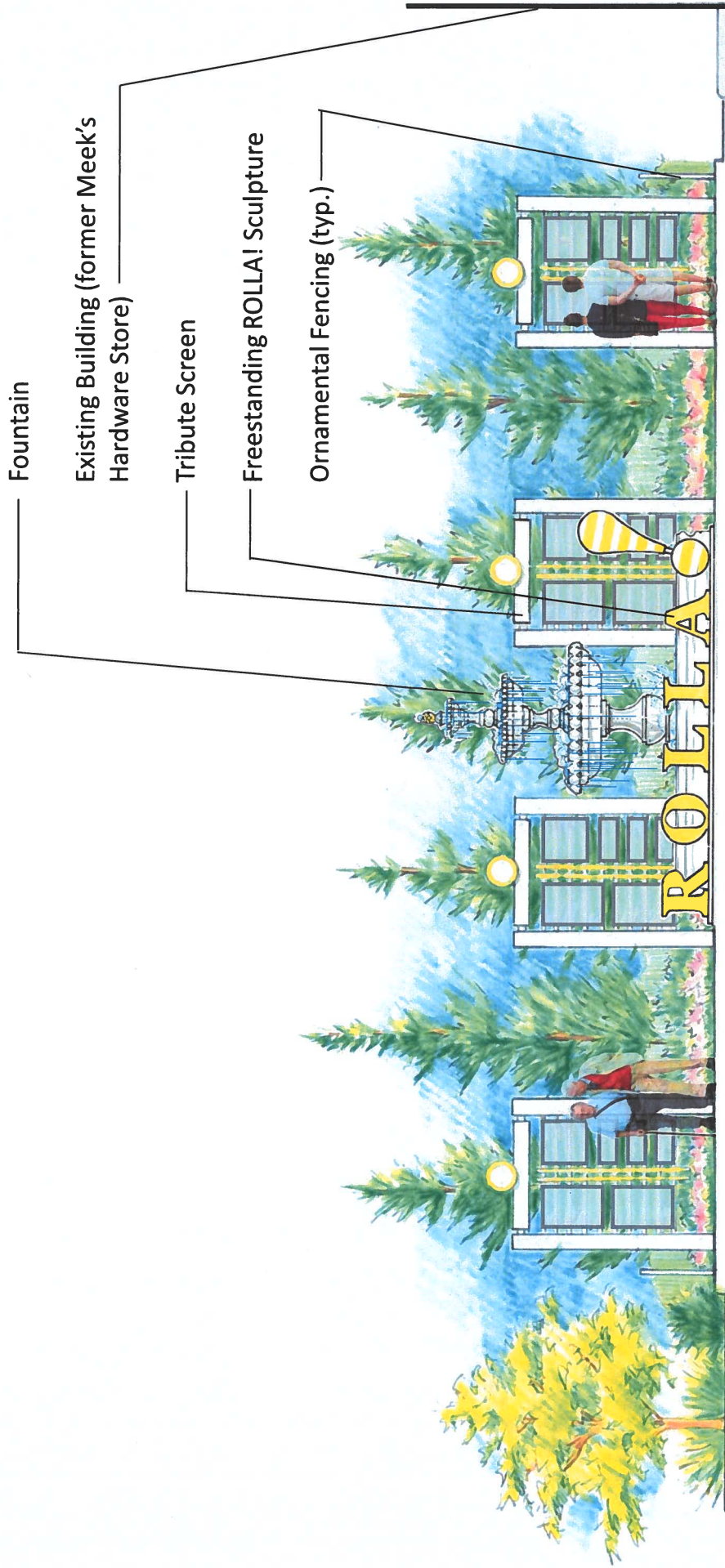
Downtown Plaza

Concept Design Ideas

Fora Planning & Design

Rolla, Missouri

03.17.21



## Fountain & Tribute Screens Elevation B-B

Downtown Plaza

Concept Design Ideas

Fora Planning & Design

Rolla, Missouri

03.17.21

V.B.I



V1.B.12

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Steve Hargis**

**ACTION REQUESTED: Ordinance / 1<sup>st</sup> Reading**

**ITEM/SUBJECT: Section 27-92 Parking Prohibited on a part of Vichy Road**

**BUDGET APPROPRIATION N/A      DATE: 12/06/2021**

\*\*\*\*\*

**COMMENTARY:**

**Attached is an ordinance adding 110 feet of no parking on the east side of Vichy Road just south of Meadowbrook Drive. The west side is already a no parking area.**

**Vichy Road is 24 feet wide, which allows for two standard 12 foot lanes. It is difficult for cars traveling in both directions to pass if there is a car parked on the street.**

**An individual living just north of this area expressed concern over the situation. They felt that , because of the parked vehicles, motorists coming from the north were not to oncoming traffic quickly enough to allow traffic to stay in their own lane. Vichy road is curved to the west with a fairly dramatic dip at Meadowbrook. We had our crew check safe stopping site distance and are recommending that it be extended by 110 feet to allow for drivers to safely see oncoming traffic and stay in their respective lanes when meeting on coming vehicles.**

**In preparing this ordinance we are repealing and reenacting all of existing Section 27-92 and adding this additional restriction.**

**Staff is requesting first reading of the ordinance.**

V.I.C.1

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 27-92 IN LIEU THEREOF PERTAINING TO PARKING.

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

**Section 1:** That Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby repealed and a new Section 27-92 is enacted in lieu thereof as follows:

**Sec. 27-92. Parking prohibited - On certain streets or parts of streets.**

It shall be unlawful for any person to park a vehicle in the designated areas of the public streets as follows: (Ord. 1769, §1.)

*Second Street*, on the north side, from a point two hundred and twenty feet east of Park Street to a point two hundred and fifty-five feet east of Park Street.

*Third Street*, on the north side, from a point fifty feet east of the intersection of Third Street and Rolla Street to the intersection of Third Street and Rolla Street. (Ord. 2266, §1.)

*Fifth Street*, on the south side, between Salem Avenue and Orchard Drive. (Ord. 2397, §5.)

*Sixth Street*, on the north side, between Rolla Street and State Street.

*Sixth Street*, on the south side, between Park Street and Rolla Street.

*Sixth Street*, on the south side, from a point sixty-five feet west of the intersection of Sixth Street and Pine Street to the intersection of Sixth Street and Pine Street. (Ord. 1279, §1; Ord. 1769, §1.)

*Sixth Street*, on either side, between Pine Street and the center of the Railroad tracks.

*Sixth Street*, on the south side, between Olive Street and Oak Street. (Ord. 1657, §1; Ord. 1769, §1.)

*Sixth Street*, on the north side, from a point forty-five feet east of the intersection of Sixth Street and Olive Street to the intersection of Sixth Street and Olive Street. (Ord. 1650, §1; Ord. 1769, §1.)

*Sixth Street*, on the north side, between Olive Street and Cedar Street.



**Sixth Street**, on the north side, from a point thirty feet east of the intersection of Sixth Street and Holloway Street to the intersection of Sixth Street and Holloway Street.

**Seventh Street**, on the north side, from a point fifty feet east of the intersection of Seventh Street and State Street to the intersection of Seventh Street and State Street. (Ord. 2156, §1.)

**Seventh Street**, on the south side, between State Street and Park Street. (Ord. 2156, §1.)

**Seventh Street**, on the north side, from a point thirty-five feet west of the intersection of Seventh Street and Main Street to the intersection of Seventh Street and Main Street. (Ord. 2156, §1.)

**Seventh Street**, on the south side, from a point fifty feet west of the intersection of Seventh Street and Main Street to the intersection of Seventh Street and Main Street. (Ord. 2156, §1.)

**Seventh Street**, on the north side, from a point seventy feet west of the intersection of Seventh Street and Oak Street to a point ninety feet west of the intersection of Seventh Street and Oak Street. (Ord. 2156, §1.)

**Seventh Street**, on the north side, from a point fifty feet east of the center of the Railroad tracks to a point ninety-five feet east of the center of the Railroad tracks. (Ord. 2156, §1.)

**Seventh Street**, on the north side, from a point two hundred and thirty-five feet west of the intersection of Seventh Street and Olive Street to the intersection of Seventh Street and Olive Street. (Ord. 2156, §1.)

**Seventh Street**, on the south side, from a point eighty feet east of the intersection of Seventh Street and Elm Street to the intersection of Seventh Street and Elm Street. (Ord. 2156, §1.)

**Seventh Street**, on the north side, between Olive Street and Maple Street.

**Seventh Street**, on the south side, from a point sixty-five feet west of the intersection of Seventh Street and Cedar Street to the intersection of Seventh Street and Cedar Street.

**Seventh Street**, on the south side, between Walnut Street and Iowa Street.

**Eighth Street**, on the north side, from a point one hundred and forty-five feet east of the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63). (Ord. 1638, §1; Ord. 1769, §1.)

***Eighth Street***, on the north side, from a point fifty-five feet west of the intersection of Eighth Street and State Street to the intersection of Eighth Street and State Street. (Ord. 1930, §1.)

***Eighth Street***, on the south side, from a point two hundred and forty feet east of the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Eighth Street and Bishop Avenue (U.S. Highway 63).

***Eighth Street***, on the north side, from a point fifty feet east of the intersection of Eighth Street and State Street to the intersection of Eighth Street and State Street. (Ord. 1930, §1.)

***Eighth Street***, on the south side, from a point fifty feet east of the intersection of Eighth Street and Park Street to the intersection of Eighth Street and Park Street. (Ord. 1930, §1.)

***Eighth Street***, on the south side, from a point forty feet west of the intersection of Eighth Street and Main Street to the intersection of Eighth Street and Main Street. (Ord. 1930, §1.)

***Eighth Street***, on the north side, from a point seventy feet east of the center of the Railroad tracks to a point one hundred feet east of the center of the Railroad tracks. (Ord. 2156, §1.)

***Ninth Street***, on the north side, between State Street and Main Street

***Ninth Street***, on either side, between Elm Street and Oak Street

***Ninth Street***, on the north side, from the intersection of Ninth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Ninth Street and State Street. (Ord. 4313)

***Tenth Street***, on either side, between Bishop Avenue (U.S. Highway 63) to the Eastern border of the Rolla City Limits.

***Tenth Street***, on the south side, between Fairgrounds Road and Bishop Avenue (U.S. Highway 63).

***Tenth Street***, on the north side, from the intersection of Fairgrounds Road to a point eighty feet east of the intersection of Asher Street.

***Tenth Street***, on the north side, between Spring Avenue and Bishop Avenue (U.S. Highway 63).

***Tenth Street***, on the north side, from a point one hundred and seventy-five feet west of the intersection of Tenth Street and Poole Avenue to a point three hundred and thirty feet west of the intersection of Tenth Street and Poole Avenue.

***Eleventh Street***, on the north side, from a point five hundred and thirty-five feet west of the intersection of Eleventh Street and Joyce Street to the intersection of Eleventh Street and Joyce Street.

***Eleventh Street***, on the south side, from a point two hundred and seventy feet west of the intersection of Eleventh Street and Asher Street to the intersection of Eleventh Street and Asher Street.

***Eleventh Street***, on the south side, from a point two-hundred and sixty-five feet west of the intersection of Eleventh Street and Bishop Avenue (U.S. Highway 63) to the intersection of Eleventh Street and Bishop Avenue (U.S. Highway 63). (Ord. 4355, §1)

***Eleventh Street***, on the south side, from a point two hundred and eighty-five feet west of the intersection of Eleventh Street and State Street to the intersection of Eleventh Street and State Street.

***Eleventh Street***, on the north side, from a point one hundred and seventy-five feet east of the intersection of Eleventh Street and State Street to the intersection of Eleventh Street and State Street.

***Eleventh Street***, on the north side, from a point one hundred fifty feet east of the intersection of Eleventh Street and Poole Avenue to a point two hundred feet east of the intersection of Eleventh Street and Poole Avenue.

***Eleventh Street***, on the south side, between State Street and Rolla Street.

***Eleventh Street***, on the north side, from a point one hundred and twenty-five feet east of the intersection of Eleventh Street and Spring Avenue to a point two hundred and sixty feet east of the intersection of Eleventh Street and Spring Avenue. (Ord. 4355, §3)

***Eleventh Street***, on the south side, from a point sixty feet east of the intersection of Eleventh Street and Spring Avenue to the intersection of Eleventh Street and Spring Avenue. (Ord. 4355, §3)

***Twelfth Street***, on the north side, and on the south side, from a point eighty feet west of the intersection of Twelfth Street and Bishop Avenue (U.S. Highway 63) to the intersection of Twelfth Street and Bishop Avenue (U.S. Highway 63).

***Twelfth Street***, on the south side, from a point eighty-five feet east of the intersection of Twelfth Street and Oak Street to the intersection of Twelfth Street and Oak Street.

V.I.C.S

**Twelfth Street**, on the north side, from a point one hundred and ninety-five feet east of the center of the Railroad tracks to the center of the Railroad tracks.

**Thirteenth Street**, on the north side, from the intersection of Bishop Avenue (U.S. Highway 63) to a point one hundred and forty feet west of the intersection of Fourteenth Street and Bishop Avenue (U.S. Highway 63).

**Thirteenth Street**, on the north side, from a point fifty feet west the intersection of Thirteenth Street and Oak Street to west of the intersection of Thirteenth Street and Oak Street.

**Thirteenth Street**, on the north side, from a point eighty-five feet west of the intersection of Thirteenth Street and Oak Street to a point one hundred and ten feet west of the intersection of Thirteenth Street and Oak Street.

**Fourteenth Street**, on the north side, between Poole Street and Twelfth Street.

**Fourteenth Street**, on the south side, from a point ninety-five feet west of the intersection of Fourteenth Street and Poole Street to the intersection of Fourteenth Street and Poole Street.

**Fourteenth Street**, on the north side, from the intersection of the Pine Street spur to the intersection of Fourteenth Street and Pine Street.

**Fourteenth Street**, on the south side, between Oak Street and the Schuman Park parking lot.

**Fourteenth Street**, on either side, between Holloway Street and Farrar Street.

**Sixteenth Street**, on the north side, between Rolla Street and Pine Street. (Ord. 3635, §1)

**Sixteenth Street**, on the south side, from a point fifty feet east of the intersection of Sixteenth Street and Oak Street to the intersection of Sixteenth Street and Oak Street.

**Eighteenth Street**, on either side, between Vichy Road and Tower Road. (Ord. 2397, §5.)

**Eighteenth Street**, on the south side, between Pine Street and Elm Street.

**Eighteenth Street**, on the north side, from a point forty feet east of the intersection of Eighteenth Street and Elm Street to the intersection of Eighteenth Street and Elm Street.

***Eighteenth Street***, on the north and southeast confluence of the intersection of Eighteenth Street and Walnut Street.

***Eighteenth Street***, on either side, between Walnut Street and the Forum Drive round-about.

***Eighteenth Street***, on the north side, from a point ninety-five feet east of the intersection of Eighteenth Street and Oak Street to a point one hundred and thirty-five feet east of the intersection of Eighth Street and Oak Street.

***Asher***, on the west side, between Tenth Street and Eleventh Street.

***Bardsley Road***, on either side, from Twelfth Street to Eighteenth Street.

***Becca Drive***, on the cul-de-sac. (Ord. 3206, §1)

***Bishop Avenue (U.S. Highway 63)***, on either side, within the city limits.

***Black Street***, on the south side, between Bishop Avenue (U.S. Highway 63) and Faulkner Avenue.

***Brady Drive***, on the cul-de-sac. (Ord. 3206, §1)

***Cedar Street***, on the east side, from a point forty feet north of the intersection of Cedar Street and Fifth Street to the intersection of Cedar Street and Fifth Street.

***Cedar Street***, on either side, from a point forty feet south of the intersection of Cedar Street and Sixth Street to the intersection of Cedar Street and Sixth Street.

***Cedar Street***, on the west side, from a point forty feet south the intersection of Cedar Street and Seventh Street to the intersection of Cedar Street and Seventh Street.

***Cedar Street***, on the west side, from a point sixty-five feet north of the intersection of Cedar Street and Seventh Street to the intersection of Cedar Street and Seventh Street.

***Cedar Street***, on the west side, from a point eighty feet south of the intersection of Cedar Street and Eighth Street to the intersection of Cedar Street and Eighth Street.

***Cedar Street***, on the east side, from a point eighty feet south of the intersection of Cedar Street and Bulldog Run to the intersection of Cedar Street and Bulldog Run.

***Cedar Street***, on either side, from a point one hundred ten feet south of the intersection of Cedar Street and Tenth Street to the intersection of Cedar Street and Tenth Street.

*Collegiate Boulevard*, on either side.

*Condo Drive*, on either side, between Tenth Street and Timber Creek Road.

*Edith Street*, on the west side, between Strobach Street and Hess Avenue. (Ord. 3722, §1.)

*Elm Street*, on the west side, between Highway 72 and First Street. (Ord. 1182, §5; Ord. 1258, §1; Ord. 1769, §1.)

*Elm Street*, on the east side, from a point fifty feet south of the intersection of Elm Street and Seventh Street to the intersection of Elm Street and Seventh Street.

*Elm Street*, on the west side, between Ninth Street and Tenth Street.

*Elm Street*, on the east side, from a point fifty feet south of the intersection of Elm Street and Tenth Street to the intersection of Elm Street and Ninth Street.

*Elm Street*, on the west side, from a point eighty feet south of the intersection of Sixteenth Street to the intersection of Elm Street and Sixteenth Street.

*Elm Street*, on the east side, from a point fifty feet south of the intersection of Elm Street and Eighteenth Street to the intersection of Elm Street and Eighteenth Street.

*Elm Street*, on the west side, north of Bishop Avenue (U.S. Highway 63).

*Elm Street*, on the east side, north of Bishop Avenue (U.S. Highway 63). (Ord. 4349, §1)

*Fairgrounds Road*, on the east side, from a point one hundred and twenty feet south of the intersection of Fairgrounds Road and Tenth Street to the intersection of Fairgrounds Road and Tenth Street.

*Fairgrounds Road*, on the east side, from a point seventy feet north of the intersection of Fairgrounds Road and Kingshighway to the intersection of Fairgrounds Road and Kingshighway. (Ord. 2152, §1.)

*Fairgrounds Road*, on west side, from Ninth Street to Tenth Street. (Ord. 3554, §1)

*Fairgrounds Road*, on the west side, from a point two hundred and fifty feet north of the intersection of Fairgrounds Road and Kingshighway to the intersection of Fairgrounds Road and Kingshighway.

*Farrar Drive*, on the east side, between Fourteenth Street and Eighteenth Street. (Ord. 2152, §1.)

***Faulkner Avenue***, on the east side, from a point one hundred feet north of the intersection of Faulkner Avenue and Route 72 to a point one hundred and thirty feet north of the intersection of Faulkner Avenue and Route 72.

***Forum Drive***, on the east side, from a point one hundred and forty-five feet north of the intersection of Forum Drive and California Drive to the intersection of Forum Drive and California Drive. (Ord. 2491, §2.)

***Forum Drive***, on either side, between Soest Road and Tenth Street.

***Forum Drive***, on the west side, between Tenth Street and Homelife Plaza.

***Forum Drive***, on the east side, between Tenth Street and Truman Avenue.

***Forum Drive***, on the east side, from a point one hundred and fifty feet south of the Eighteenth Street round-a-bout to the intersection of the Eighteenth Street Round-a-bout.

***Forum Drive***, on the west side, from a point seventy feet south of the Eighteenth Street round-a-bout to the intersection of the Eighteenth Street round-a-bout.

***Gale Drive***, on the north side.

***Greentree Road***, on either side, from a point three hundred feet south of the intersection of Greentree Road and Tenth Street to the intersection of Greentree Road and Tenth Street.

***Greentree Road***, on the east side, from a point three hundred feet south of Tenth Street to a point four hundred feet south of Tenth Street. (Ord. 3663, §1)

***Gulf Avenue***, on the north side, between Ozark Street and Holloway Street.

***Highway 72***, on either side, from the intersection of Highway 72 and Bishop Avenue (U.S. Highway 63) to the intersection of Highway 72 and the southeast city limits.

***Highway E (University Drive and Nagogami Road)***, on either side, between Bishop Avenue (Highway 63) and west city limits. (Ord. 1769, §1.)

***Holloway Street***, on the east side, between the Tenth Street and Eighteenth Street. (Ord. 2152, 1958, §1.)

***Holloway Street***, on the west side, from a point one hundred and thirty feet north of the intersection of Holloway Street and Tenth Street to the intersection of Holloway Street and Tenth Street.

**Holloway Street**, on the west side, from Fourteenth Street to Eighteenth Street. (Ord. 4475)

**Holloway Street**, on both sides, between Ninth Street and Tenth Street. (Ord. 2266, §1)

**Holmes Lane**, on the east side, from a point one hundred and forty feet north of the intersection of Holmes Lane and Salem Avenue to the intersection of Holmes Lane and Salem Avenue.

**Hy Point Boulevard**, on either side, between Highway V and Hy Point North.

**Hy Point North**, on the north side, between Hy Point Boulevard and Highway V.

**Independence Drive**, on the east side, between Independence Drive and Sherman Avenue.

**Independence Drive**, on the west side, from a point four hundred and twenty-five feet north of the intersection of Independence Drive and Pershing Place to the intersection of Independence Drive and Pershing Place.

**Johnson Street**, on either side, from a point one hundred thirty feet north of the intersection of Johnson Street and Highway 72 to the intersection of Johnson Street and Highway 72.

**Johnson Street**, on the west side, from a point one hundred and thirty feet north of the intersection of Johnson Street and Highway 72 to the intersection of Johnson Street and Highway 72.

**Kingshighway**, on either side, from the intersection of Kingshighway, Sixth Street, and State Street to the west city limits. (Ord. 1182, §5; Ord. 1514, §1; Ord. 1584, §1; Ord. 1585, §1; Ord. 1769, §1; Ord. 1953, §1; Ord. 2052, §1.)

**Lanning Lane**, on the south side, from a point eight hundred and eighty-five feet from the intersection of Lanning Lane and Bishop (U.S. Highway 63) to a point nine hundred and thirty feet from the intersection of Lanning Lane and Bishop (U.S. Highway 63).

**Lions Club Drive (Route CC)**, on either side, from the west line of the Rolla City Limits to the intersection of Bishop Avenue (U.S. Highway 63).

**Lions Club Drive**, on either side, from the intersection of Bishop Avenue (U.S. Highway 63) to the intersection of Highway 72, except nineteen hundred and sixty feet on the south side east of the intersection of Bishop Avenue (U.S. Highway 63).



**Main Street**, on the east side, between Fourth Street and Fifth Street. (Ord. 1711, §1; Ord. 1769, §1.)

**Main Street**, on the west side, from a point one hundred and fifty feet north of the intersection of Main Street and Fourth Street to the intersection of Main Street and Fourth Street.

**Main Street**, on the east side, from a point forty feet south of the intersection of Main Street and Seventh Street to the intersection of Main Street and Seventh Street. (Ord. 1725, §1; Ord. 1853, §1.)

**Main Street**, on the east side, from a point forty feet north of the intersection of Main Street and Seventh Street to the intersection of Main Street and Seventh Street. (Ord. 1725, §1; Ord. 1853, §1.)

**Main Street**, on the east side, from a point sixty feet south of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

**Main Street**, on the west side, from a point one hundred and twenty feet south of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

**Main Street**, on the east side, from a point sixty feet north of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

**Main Street**, on the west side, from a point sixty feet north of the intersection of Main Street and Eighth Street to the intersection of Main Street and Eighth Street.

**Main Street**, on the east side, from a point eighty-five feet north of the intersection of Main Street and Tenth Street to a point one hundred and thirty feet north of the intersection of Main Street and Tenth Street.

**Main Street**, on the west side, from a point sixty feet north of the intersection of Main Street and Tenth Street to the intersection of Main Street and Tenth Street.

**Maple Street**, on the west side, between Seventh Street and the Rolla High School parking lot.

**Maple Street**, on the east side, from a point seventy-five feet north of the intersection of Maple Street and Seventh Street to the intersection of Maple Street and Seventh Street.

**Martin Springs Drive (south outer road of Interstate Highway 44)**, on either side, between Kingshighway and the west city limits. (Ord. 1769, §1.)

*McCutchen Drive*, on east side, between Tenth Street and Truman Avenue.

*McCutchen Drive*, on the west side, from a point two hundred and forty-five feet north of the intersection of McCutchen Drive and Tenth Street to a point three hundred and ten feet north of the intersection of McCutchen Drive and Tenth Street.

*Oak Street*, on the west side, between Eighth Street and Ninth Street.

*Oak Street*, on the west side, from a point forty feet north of the intersection of Oak Street and Thirteenth Street to the intersection of Oak Street and Thirteenth Street.

*Oak Street*, on the east side, from a point forty feet north of the Schuman Park parking lot to the intersection of Oak Street and Fourteenth Street.

*Old Wire Outer Road, (north outer road of Interstate Highway I-44)*, on either side, between Kingshighway and the west city limits.

*Olive Street*, on the west side, between Fifth Street and Sixth Street.

*Olive Street*, on the west side, from a point one hundred feet south of the intersection of Olive Street and Eighth Street to the intersection of Olive Street and Eighth Street.

*Olive Street*, on the east side, between Tenth Street and Eleventh Street.

*Olive Street*, on the east side, from the south intersection of Olive Street and Third Street to a point thirty-five feet south of the intersection of Olive Street and Third Street. (Ord. 4313)

*Park Street*, on the west side, from a point sixty feet south of the intersection of Park Street and Seventh Street to the intersection of Park Street and Seventh Street. (Ord. 1930, §1.)

*Park Street*, on the east side, from a point seventy-five feet south of the intersection of Park Street and Seventh Street to the intersection of Park Street and Seventh Street.

*Park Street*, on the west side, between Seventh Street and Eighth Street.

*Park Street*, on the east side, from a point forty feet north of the intersection of Park Street and Seventh Street to the intersection of Park Street and Seventh Street.

*Park Street*, on the east side, from a point one hundred and thirty-five feet south of the intersection of Park Street and Eighth Street to the intersection of Park Street and Eighth Street.

***Pine Street***, on the east side, from a point seventy feet north of the intersection of Pine Street and Eighth Street to the intersection of Pine Street and Eighth Street.

***Pine Street***, on either side, from a point thirty-five feet south of the intersection of Pine Street and Twelfth Street to the intersection of Pine Street and Twelfth Street.

***Pine Street***, on the west side, between Twelfth Street and Bishop Avenue (U.S. Highway 63). (Ord. 1569, §1; Ord. 1769, §1.)

***Pine Street***, on the east side, between Twelfth Street and Thirteenth Street. (Ord. 1266, §1; Ord. 1769, §1.)

***Pine Street***, on either side, from a point one hundred fifty feet south of the intersection of Pine Street and Fourteenth Street to the intersection of Pine Street and Fourteenth Street.

***Pine Street***, on the east side, between Fourteenth Street and the north side of the Pine Street spur.

***Pine Street (spur)***, on the west side, from the intersection of the Pine Street spur and Fourteenth Street to the intersection of the Pine Street spur and Pine Street.

***Pine Street (spur)***, on the east side, from a point thirty feet south of the intersection of the Pine Street spur and Pine Street to the intersection of the Pine Street spur and Pine Street.

***Pine Street***, on the east side, from a point sixty feet south of the intersection of Pine Street and Fifteenth Street to the intersection of Pine Street and Sixteenth Street.

***Pine Street***, on the east side, from a point forty feet south of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

***Pine Street***, on the east side, from a point forty feet north of the intersection of Pine Street and Seventeenth Street to the intersection of Pine Street and Seventeenth Street.

***Pine Street***, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to the intersection of Pine Street and Bishop Avenue (Highway 63).

***Pine Street***, on the east side, from a point one hundred and eighty-five feet south of the intersection of Pine Street and Eighteenth Street to a point eighty-feet south of the intersection of Pine Street and Eighteenth Street. (Ord. 4313)

***Pine Tree Road***, on either side, between Soest Road and Highway 72. (Ord. 3295, §1)

**Poole Avenue**, on the west side, from a point eighty feet from the intersection of Poole Avenue and Fourteenth Street to the intersection of Poole Avenue and Fourteenth Street.

**Poole Avenue**, on the west side, from a point one hundred and fifty feet north of the intersection of Poole Avenue and Thirteenth Street to the intersection of Poole Avenue and Thirteenth Street.

**Poole Avenue**, on the east side, from a point one hundred and twenty feet south of the intersection of Poole Avenue and University Drive to the intersection of Poole Avenue and University Drive.

**Poole Avenue**, on the east side, from the intersection of Poole Avenue and Tenth Street to the intersection of Poole Avenue and University Drive. (Ord. 4313)

**Ridgeview Road**, on either side, between Bishop Avenue (Highway 63) and Walker Avenue.

**Rolla Street**, on the west side, from a point fifty-five feet south of the intersection of Rolla Street and Twelfth Street to the intersection of Rolla Street and Twelfth Street.

**Rolla Street**, on the east side, from a point fifty feet north of the intersection of Rolla Street and Eleventh Street to the intersection of Rolla Street and Eleventh Street.

**Rolla Street**, on the west side, between Eleventh Street and Twelfth Street. (Ord. 1252, §1; Ord. 1769, §1.)

**Rolla Street**, on east side, from a point one hundred and five feet south of the intersection of Rolla Street and Eleventh Street to a point one hundred thirty feet south of the intersection of Rolla Street and Eleventh Street.

**Rolla Street**, on west side, from a point one hundred and sixty feet south of the center of the Railroad tracks to the center of the Railroad tracks. (Ord. 3562, §1)

**Rolla Street**, on the east side, between Victoria Lane and Highway 72.

**Rolla Street**, on the west side, between Lanning Lane and Houston Road.

**Rolla Street**, on either side, between Lariat Lane and Lanning Lane.

**Rolla Street**, on the east side, between Highway 72 and Houston Road. (Ord. 1591, §1; Ord. 1769, §1.)

**Rucker Avenue**, on either side, between Black Street and Second Street. (Ord. 2507, §2.)

*Salem Avenue*, on the southwest side, from a point seventy feet southeast of the intersection of Salem Avenue and Fifth Street to the intersection of Salem Avenue and Fifth Street.

*Salem Avenue*, on the north side, from a point one hundred and fifteen feet north of the intersection of Salem Avenue and Leonard Drive to the intersection of Salem Avenue and Leonard Drive. (Ord. 3095, §1)

*Salem Avenue*, on the north side, from a point one hundred and seventy feet southeast of the intersection of Salem Avenue and Holmes Lane to the intersection of Salem Avenue and Holmes Lane.

*Salem Avenue*, on the north side, from a point forty feet northwest of the intersection of Salem Avenue and Holmes Lane to the intersection of Salem Avenue and Holmes Lane.

*Soest Road*, on either side, from a point seven hundred thirty feet east of the intersection of Soest Road and Salem Avenue to the intersection of Soest Road and Pine Tree Road

*Soest Road*, on either side, from a point one hundred and fifty feet west of the intersection of Soest Road and Aintree Road to the intersection of Soest Road and Pine Tree Road/Forum Drive. (Ord. 2437, §5.)

*Spilman Avenue*, on the east side, between Strobach Street and Ridgeview Road.

*Spring Avenue*, on the west side, from a point sixty feet north of the intersection of Spring Avenue and Thirteenth Street to a point one hundred and thirty-five feet north of Spring Avenue and Thirteenth Street.

*Spring Avenue*, on the east side, from a point forty feet south of the intersection of Spring Avenue and Eleventh Street to the intersection of Spring Avenue and Eleventh Street.

*State Street*, on the east side, from a point ninety feet north of the intersection of State Street and Seventh Street to the intersection of State Street and Seventh Street.

*State Street*, on the east side, between Ninth Street and Eleventh Street.

*State Street*, on the west side, from a point seventy feet south of the intersection of State Street and Tenth Street to the intersection of State Street and Tenth Street.

*State Street*, on the west side, from a one hundred twenty feet north of the intersection of State Street and Tenth Street to the intersection of State Street and Tenth Street.

*State Street*, on the east side, from a point one hundred and ninety feet north of the intersection of State Street and Eleventh Street to a point two hundred and forty-five feet north of the intersection of State Street and Eleventh Street.

*State Street*, on the east side, from a point eighty-eight feet north of the intersection of State Street and Sixth Street to the intersection of State Street and Sixth Street.

*State Street*, on the east side, from a point two hundred and forty-five feet north of the intersection of State Street and Eleventh Street to the intersection of State Street and Eleventh Street.

*State Street*, on the west side, from the intersection of State Street and Eleventh Street to the intersection of State Street and Miner Circle.

*Strobach Avenue*, on either side, between Spilman Avenue and Bishop Avenue (U.S. Highway 63). (Ord. 1966, §1.)

*Tower Road*, on either side.

*University Drive*, on either side.

*Vichy Road*, on the west side, between St. Patrick Lane and the north city limits.

*Vichy Road*, on either side, between Eighteenth Street and Vienna Road. (Ord. 1769, §1.)

*Vichy Road*, on the east side, from a point one hundred and fifteen feet south of the intersection of Bishop Avenue (Highway 63) and Vichy Road to a point forty feet north of the intersection of Vichy Road and Vienna Road.

*Vichy Road*, on the east side, from a point two hundred and thirty feet south of the intersection of Vichy Road and Roseglade Road to a point thirty feet north of the intersection of Vichy Road and Roseglade Road.  
(Revised 11/16)

*Vichy Road*, on the east side, from a point two hundred and feet south of the intersection of Vichy Road and Meadowbrook Drive to a point thirty feet north of the intersection of Vichy Road and Meadowbrook Drive.

*Vichy Road*, on the east side, from a point one hundred and fifteen feet south of the intersection of Bishop Avenue (Highway 63) and Vichy Road to a point one hundred and thirty feet north of the intersection of Vichy Road and Vienna Road. (Ord. 4325, §1)

*Vichy Road*, on the east side, from a point two hundred and nine feet south of the intersection of Vichy Road and Roseglade Road to a point two hundred and sixty feet north of the intersection of Vichy Road and Roseglade Road. (Ord. 4325, §1)

*Vichy Road*, on the east side, from a point three hundred and ten feet south of the intersection of Vichy Road and Meadowbrook Drive to a point one hundred fifty feet north of the intersection of Vichy Road and Meadowbrook Drive. (Ord. 4325, §1)

*Victoria Lane*, on the cul-de-sac. (Ord. 3212, §1)

*Vienna Road*, on either side, between Vichy Road and Roseglade Road.

*Vienna Road*, on either side, from the intersection of Vienna Road and Vichy Road to the north city limits. (Ord. 4325, §1)

*Walker Street*, on either side, between Kingshighway and the center of the Railroad tracks. (Ord. 2052, §1.)

*Walnut Street*, on the west side, between Highway 72 and Phelps Avenue. (Ord. 1769, §1; Ord. 2266, §1.)

*Walnut Street*, on the east side, between Highway 72 and First Street.

*Walnut Street*, on the west side, from a point fifty feet south of the intersection of Walnut Street and Seventh Street to the intersection of Walnut Street and Seventh Street.

*Walnut Street*, on the east side, between Eighteenth Street and Bishop Avenue (Highway 63) (Ord. 3756, §1)

*Walnut Street*, on the west side, from a point two hundred and eighty-five feet south of the intersection of Walnut and Bishop Avenue (Highway 63) to the intersection of Walnut Street and Bishop Avenue (Highway 63).

*Walnut Street*, on the west side, between Eighteenth Street and Nineteenth Street.

*White Columns Drive*, on either side, from Nagogami Road (Highway E) to the north city limits.

*Winchester Drive*, on either side, between Rolla Street and Chestnut Drive. (Ord. 4198, §1; Ord. 4289, §1, Ord. 4313, §1; Ord. 4349, §1; Ord. 4355, §§1-3; Ord. 4462, §1; Ord. 4475, §1; Ord. 4511, §1)

**Section 2:** That 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 7<sup>th</sup> DAY OF FEBRUARY, 2022.

APPROVED:

ATTEST:

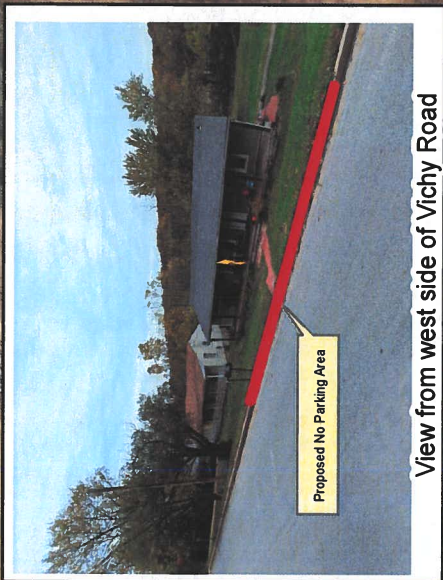
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

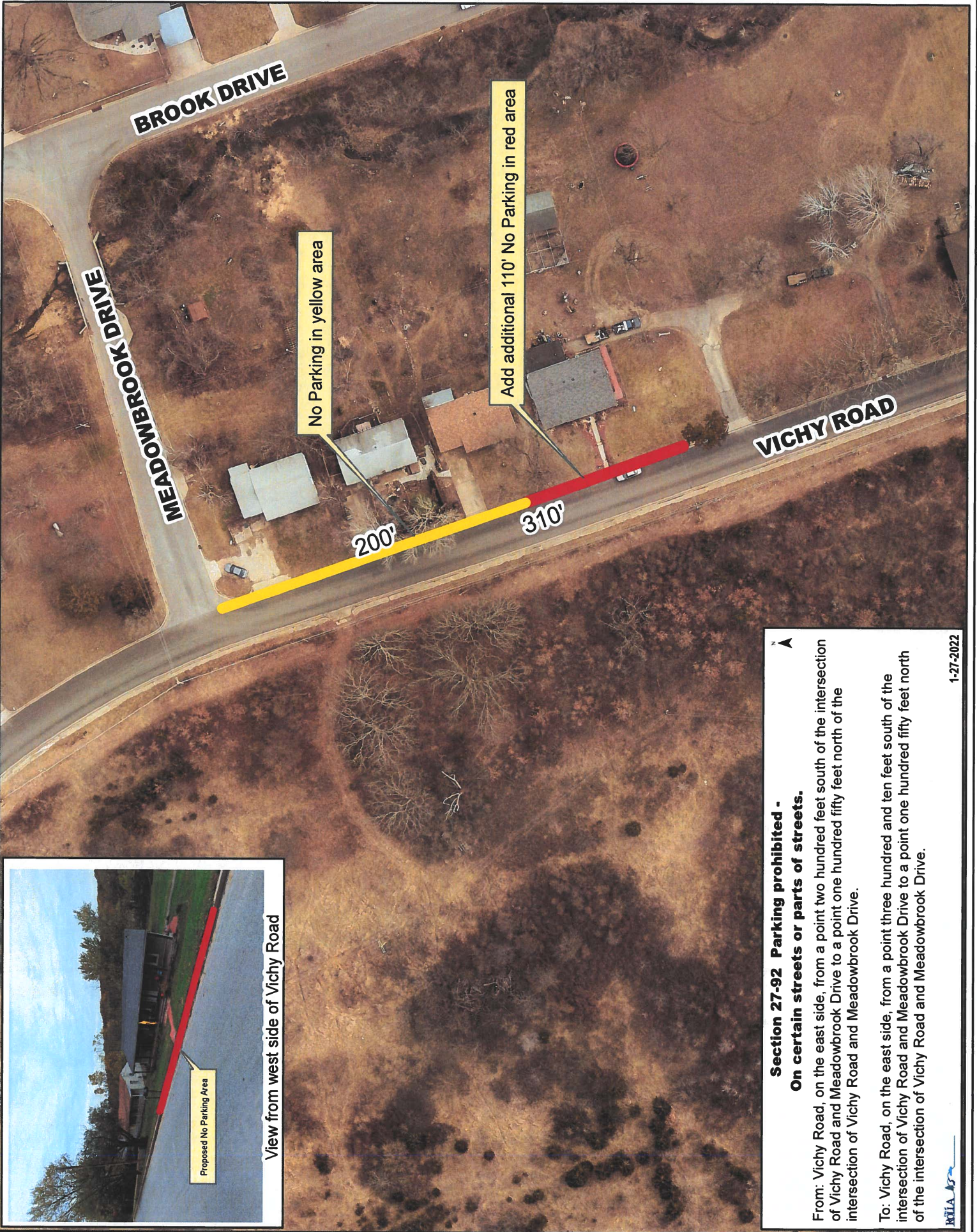
\_\_\_\_\_  
CITY COUNSELOR





View from west side of Vichy Road

Proposed No Parking Area



BROOK DRIVE

MEADOWBROOK DRIVE

VICHY ROAD

No Parking in yellow area

Add additional 10' No Parking in red area

200'

310'



**Section 27-92 Parking prohibited -  
On certain streets or parts of streets.**

From: Vichy Road, on the east side, from a point two hundred feet south of the intersection of Vichy Road and Meadowbrook Drive to a point one hundred fifty feet north of the intersection of Vichy Road and Meadowbrook Drive.

To: Vichy Road, on the east side, from a point three hundred and ten feet south of the intersection of Vichy Road and Meadowbrook Drive to a point one hundred fifty feet north of the intersection of Vichy Road and Meadowbrook Drive.



CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Brady Wilson

ACTION: Discussion

ITEM/SUBJECT: Service Challenges and Rates

BUDGET APPROPRIATION: NA

DATE: February 7, 2022

\*\*\*\*\*  
COMMENTARY:

**History of Solid Waste Management in Missouri/Rolla**

Missouri generates nearly 300 million tons of trash annually. Thirty years ago, there were 149 operating sanitary landfills in Missouri to handle the bulk of this waste. Today there are 17 operating landfills serving the state. Rolla generates approximately 25,000 tons of waste each year. The last sanitary landfill in Phelps County stopped accepting waste and was closed in the mid-90's. Roughly 72% (18,000 tons) of Rolla's waste is currently transported to a landfill in Crawford County. The remaining 28% (7,000 tons) is recycled or composted.

When the early 1990's brought significant changes to waste disposal regulations along with a heightened awareness of diminishing landfills, local governments became more involved in waste management. Much of this involvement included implementing recycling programs, yard waste collection and composting, waste collection contracts, flow control, etc. For Rolla, waste collection services have been provided as a municipal utility for as long as most can remember.

Prior to increasing regulations and widespread landfill closures, recycling began in Rolla in 1970 by way of a grassroots effort driven by a few concerned volunteers. This effort was spurred on by the original Earth Day celebration and a push for environmental awareness. Fast forward to today with a need to reduce reliance on landfills and find other means for managing waste, recycling has become an integral part of any comprehensive waste management program. The City of Rolla recognized the importance of recycling early on and built the current recycling center located on Old Saint James Road which was completed in 1994. The service of residential curbside recycling was implemented at about the same time, approximately 28 years ago. The intent of this service was, and still is, to encourage recycling by making it convenient and easily accessible for residents. Recycling, whether it's done via curbside collection or at a drop-off center is intended to:

- divert waste from landfills to save space/capacity and extend landfill life.
- reduce disposal expenses while realizing revenue from the recyclable materials.
- conserve natural resources and reduce pollution.

**State of Recycling Today**

A big key to successful recycling is the ability to consistently produce clean, uncontaminated material. Contaminated or unsorted recyclables can mean big problems for a recycling program. But, when properly separated, these materials can have real value. Contamination is best controlled at the source, or at the curb during collection. This is why Rolla uses the "curb sort" method of collecting recyclables. Contamination is removed before materials ever make it to the truck, making the sorted items favorable for marketing/sale. However, this method of collection/sorting is labor intensive. Because of the labor and equipment needs, curbside recycling is an expensive service to provide.

Over the past couple of years, recycling markets have been overwhelmed with the volume of materials. This was largely the result of China stopping all importation of recyclables from the rest of the world. Prior to this "Green Sword," it was said that China accounted for handling 85%

V.I.D. 1

of the world's recyclable materials. This glut of domestic recyclable materials allowed end users to be very selective and particular about the material they purchased. Rolla's ability to consistently produce clean recyclables ensured that collected materials could continue to be marketed at top prices.

### **New Challenges of Today's World**

Recently, in addition to the rising costs of providing service, the entire waste management and recycling industry has realized a manpower shortage across the board. The Environmental Services Department has seen a significant increase in employee turnover for at least the past three years. On average, the department must attempt to fill a vacant position every month. The turnover is largely attributed to the difficult nature of the work, and specifically the entry-level work of curbside recycling collection. This is physical and tedious work that not many people will commit to doing for very long. Other employers offering better pay also creates a challenge for attracting and retaining employees. As a result, it is not uncommon for the department to be operating 3-5 people short of a full staff at any given time. This labor shortage places an additional workload on the other employees which contributes to employee unrest and eventual departure.

Despite a 14% increase in wages for FY 2021-22, it continues to be difficult to attract and retain employees, especially those with the required commercial driver's license (CDL). In an effort to be proactive regarding the labor shortage, the department began the transition to automated trash collection in 2021. This collection system is more productive and requires less manpower. The first truck of this type was put into service in June of 2021. The full transition will take a few years to phase in, but will help significantly with manpower issues over time.

While the available labor force seems to be diminished, operating costs have been on the rise. The need to offer more competitive wages along with increased costs of vehicles and equipment have all lead to an increased cost of providing service. As such, the department's fund reserves have been steadily decreasing the past couple of years. The fund balance is still solid at \$1.4 million, but won't last forever without a rate increase if this trend continues. This year's budget was approved with an estimated \$87,000 deficit before fund transfers.

### **Recommendation**

As operating costs increase and available manpower decreases, it raises the discussion of needing to raise service fees, or to consider reducing services/expenses. The last rate increase was approved in 2018 and implemented in January of 2019. That was a 10% increase. That set the rates for residential trash service at \$15.25/month for a 90-gallon cart and \$12.75/month for a 35-gallon cart. These rates include yard waste collection and curbside recycling. The FY2022 budget includes a 15% increase in residential service rates. The proposed increase is to cover higher operating costs, and specifically the cost of curbside recycling.

In lieu of a 15%+ increase in monthly trash fees, it is worth considering the elimination of some services due to lack of reliable manpower. The elimination of certain services could alleviate the burden on existing employees and could postpone the need for a rate increase, and/or significantly reduce the amount of an increase. Either way, increasing service rates would not guarantee that there will be qualified and willing applicants to fill the positions. All factors (labor, costs, benefit) taken into consideration, staff is recommending the elimination of residential curbside recycling collection. This collection service is labor-intensive and expensive to operate. Recycling would still be encouraged and remain available through the drop-off facility which is open 24/7.

## **Economics – Waste Collection Services (2022)**

### **Residential Curbside Recycling Collection:**

**\$2.78/HH/MONTH X 12 MOS. X 6,967 HH'S = \$232,419**

**Total Annual Estimated Tons: 400**

**Cost of collection: \$232,419/400 = \$581/ton**

**Total Ave. Estimated Revenue for Recyclables: \$108 per ton**

**\$108/ton x 400 tons = \$43,200 Estimated Annual Revenue**

**\$232,419 - \$43,200 = \$189,219/400 tons = \$473 per ton**

**\$189,219 less cost avoidance (disposal fees) of \$17,024**

**= \$172,024/400 tons = \$430.00 per ton**

### **Residential Trash Collection and Disposal:**

**\$10.60/HH/MONTH X 12 MOS. X 6,967 HH'S = \$886,202**

**\$886,202/6,682 tons = \$133.00 per ton**

### **Yard Waste Collection Service:**

**\$1.49/HH/MONTH X 12 MOS. X 6,967 HH'S = \$124,570**

**\$124,570/1,125 tons = \$111.00/ton**



CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: City Administrator John Butz ACTION REQUESTED: Award/1<sup>st</sup> Reading

ITEM/SUBJECT: Award and Contract to Cahill's Construction for Animal Shelter Phase 1.

BUDGET APPROPRIATION: \$465,000

DATE: February 7, 2022

\*\*\*\*\*

COMMENTARY:

The city opened bids for the new Animal Shelter Project – Phase 1 (exterior building shell) on January 26<sup>th</sup>. The city received the following bids:

		<u>Completion</u>
Bales Construction	\$509,800	180 days
Cahill's Construction	\$465,000	170 days

We didn't anticipate many bids due to the project scope (prevailing wage, public sector) but were pleased with the prices received. The Community has raised approximately \$750,000. We will have spent approximately \$150,000 on design services and fund raising efforts. We will have \$100,000+ to go towards Phase 2 interior services. Phase 2 could cost as much as \$400,000-500,000 to finish out the project that will need to be made up in additional fund-raising, volunteer, or other in kind services. Building construction could begin as early as April with completion by October 2022.

Recommendation: Motion to award Phase 1 Shelter construction services to Cahill's Construction, Inc. - First reading of Ordinance approving the contract for services.



**BID TABULATIONS**

FOR: GENERAL CONSTRUCTION

BID DATE: January 26, 2022

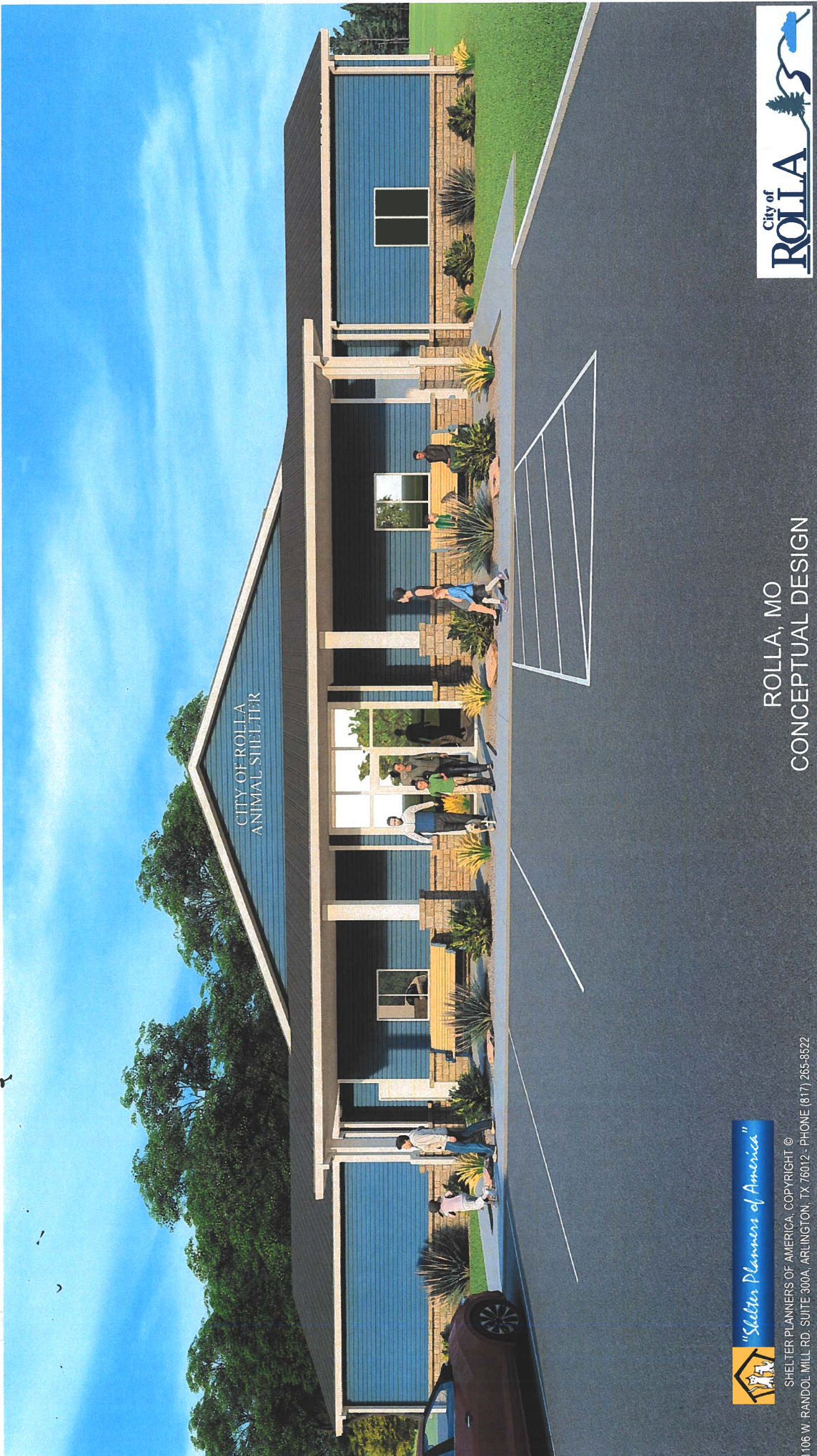
BID TIME: 11:00 AM

PROJECT NAME: New Animal Shelter for Rolla, MO - Phase 1

COMM. NO.: 1151

GENERAL CONTRACTORS	BASE BID	TIME OF COMPLETION	BID SEC.	Addendums Received
ALEXANDER CONSTRUCTION LLC				
BALES CONSTRUCTION	\$509,800	180 calendar days	Bond	1, 2, 3
CAHILLS CONSTRUCTION INC	\$465,000	170 calendar days	Bond	1, 2, 3



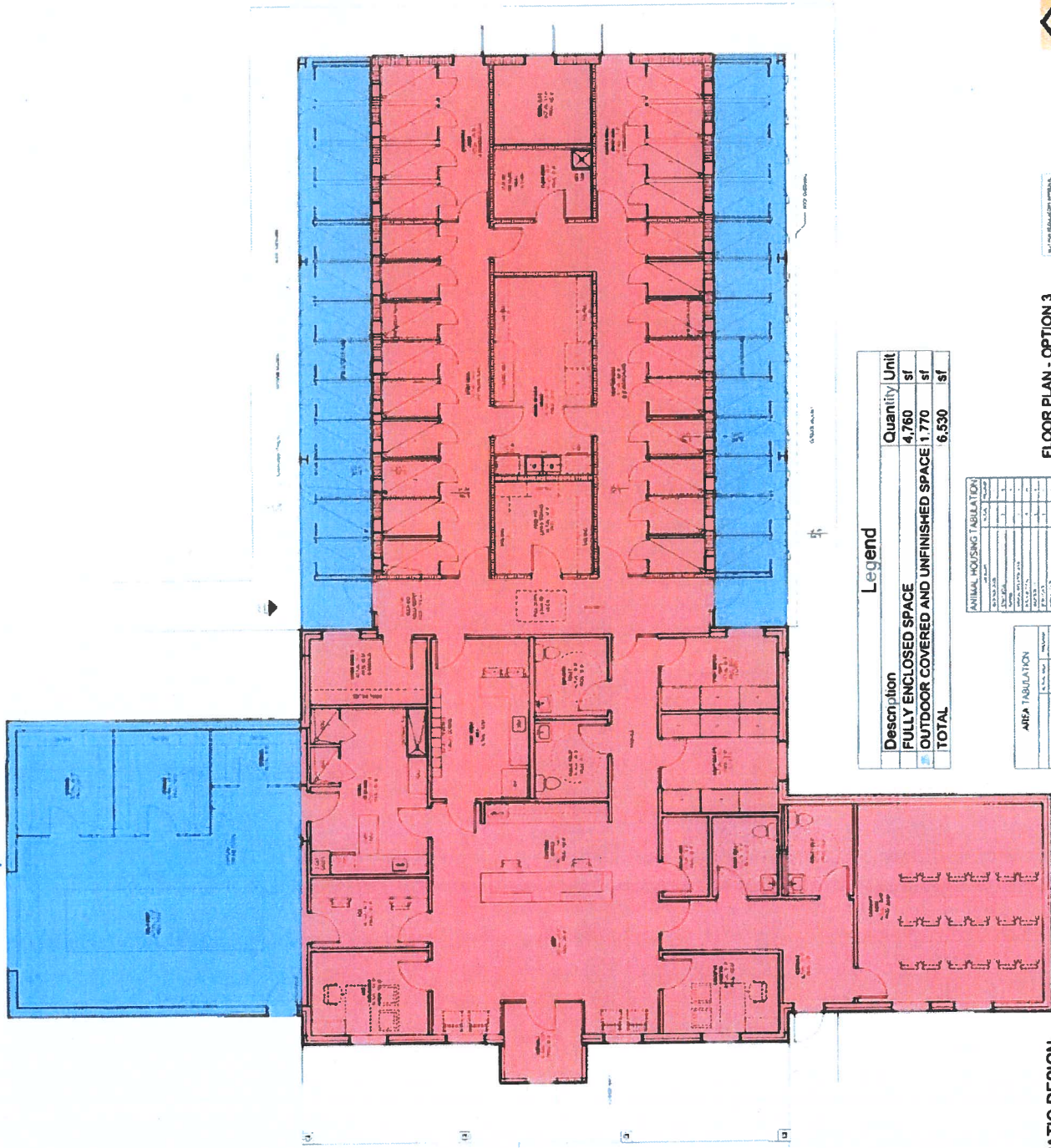


ROLLA, MO  
CONCEPTUAL DESIGN



SHELTER PLANNERS OF AMERICA, COPYRIGHT ©  
1106 W. RANDOL MILL RD. SUITE 300A, ARLINGTON, TX 76012 - PHONE (817) 265-8522

VII.A.3



**Legend**

Description	Quantity	Unit
FULLY ENCLOSED SPACE	4,760	sf
OUTDOOR COVERED AND UNFINISHED SPACE	1,770	sf
<b>TOTAL</b>	<b>6,530</b>	<b>sf</b>

**ANIMAL HOUSING TABULATION**

Room	Area (sf)	Count
Kennel	4,760	47
Outdoor Covered	1,770	17
Other	0	0
<b>TOTAL</b>	<b>6,530</b>	<b>64</b>

**AREA TABULATION**

Room	Area (sf)	Count
Animal Housing	6,530	64
Other	0	0
<b>TOTAL</b>	<b>6,530</b>	<b>64</b>

**FLOOR PLAN - OPTION 3**



SKETCHY PLANNERS OF AMERICA, COPYRIGHT ©  
 SHELTER PLANNERS OF AMERICA, COPYRIGHT ©  
 1105 W. RANDOL MILL RD, SUITE 300, ARLINGTON, TX 76012 - PHONE (817) 265-6532  
 MISSOURI ARCHITECT LICENSE NUMBER 2021003211

**SCHEMATIC DESIGN**  
**ANIMAL SHELTER FOR ROLLA, MO**  
 COMM. NO. 1151  
 DATE: 09/09/21

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND CAHILL'S CONSTRUCTION, INC.

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 Cahill's Construction, INC., 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 22ND DAY OF FEBRUARY 2022.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

VII. A.5

Exhibit A

# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the First day of February in the year Two-Thousand and Twenty-Two

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

City of Rolla  
901 N. Elm St.  
Rolla, Mo 65402

and the Contractor:

*(Name, legal status, address and other information)*

Cahills Construction, Inc.  
1704 E. 10th St. Ste. D  
Rolla, MO 65401

for the following Project:

*(Name, location and detailed description)*

New Animal Shelter, Rolla MO - PHASE 1  
1600 Block of Lion's Club Drive, Rolla MO

The Architect:

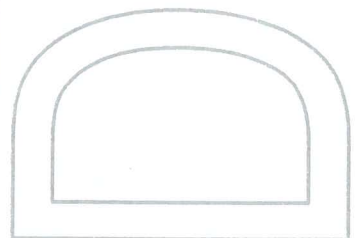
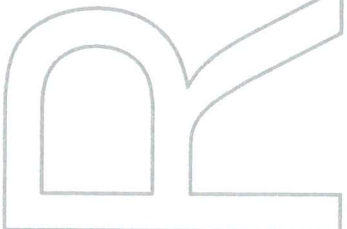
*(Name, legal status, address and other information)*

Shelter Planners of America  
1106 West Randol Mill Road  
Suite 300  
Arlington, Texas 76012

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ X ] Not later than One Hundred Seventy ( 170 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Sixty-Five Thousand Dollars (\$ 465,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION The undersigned Bidder agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of One Hundred Dollars (\$100) for each calendar day after the agreed Date of Substantial Completion that the Work remains not substantially complete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated in the Contract. This sum is not to be construed in any sense a penalty.

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

**Ten Percent (10%)**

**§ 5.1.7.1.1** The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One and a half percent % 1.5%

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)



**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:  
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Zero

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:  
(Name, address, email address, and other information)

John Butz, City Administrator  
City of Rolla, MO  
901 N. Elm St.  
Rolla, MO 65402  
Mobile Number: (573) 426-6948

**§ 8.3** The Contractor's representative:  
(Name, address, email address, and other information)

Tonie Cahill, President  
Cahills Construction, Inc  
1704 E. 10th St. Ste. D  
Rolla, MO 65401  
(573) 426-5305  
Email Address: toniecahill@cahillsconstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, the Project Manual~~ and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in ~~AIA Document A101™-2017 Exhibit A, the Project Manual~~ and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- ~~.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- ~~.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
<u>Refer to Exhibit A</u>		

.6 Specifications

Section	Title	Date	Pages
<u>Refer to Exhibit B</u>			

.7 Addenda, if any:

Number	Date	Pages
<u>Addendum No. 1</u>	<u>1-14-2022</u>	<u>18 pages</u>
<u>Addendum No. 2</u>	<u>1-20-2022</u>	<u>2 pages</u>
<u>Addendum No. 3</u>	<u>1-21-2022</u>	<u>7 pages</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

John Butz, City Administrator

(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

Tonie Calhill, President

(Printed name and title)

# EXHIBIT A

New Animal Shelter for Rolla, MO - Phase 1  
1600 Block of Lion's Club Drive  
Rolla, MO

## Article 9

9.1.5 The Drawings are those listed below and dated December 27, 2021, as prepared by Shelter Planners of America, unless otherwise indicated by Addendum.

### SHEET NO.   SHEET DESCRIPTION

#### **ARCHITECTURAL DRAWINGS**

- 1.0      COVER SHEET
- 1.1      GENERAL INFORMATION
- 1.2      LIFE SAFETY PLAN - FOR PHASE 1 & PHASE 2 (Addendum No. 1)
- 2.1      FLOOR PLAN (Addendum No. 1)
- 2.2      ROOF PLAN
- 3.1      DOOR SCHEDULE, DOOR TYPES, & FRAME TYPES
- 6.1      EXTERIOR ELEVATIONS (Addendum No. 1)
- 7.1      BUILDING SELECTIONS (Addendum No. 1)
- 7.2      EXTERIOR WALL TYPES
- 7.3      EXTERIOR VIEWS

#### **CIVIL CONSULTANT**

- C001      CIVIL NOTES, LEGENDS AND ABBREVIATIONS
- C100      EXISTING TOPOGRAPHY & DEMOLITION PLAN
- C200      SITE PLAN
- C500      CIVIL DETAILS (Addendum No. 2)

#### **STRUCTURAL CONSULTANT**

- S000      STRUCTURAL NOTES
- S100      FOUNDATION PLAN
- S110      ROOF FRAMING PLAN
- S200      STRUCTURAL DETAILS
- S210      FOUNDATION DETAILS
- S320      WOOD FRAMING DETAILS (Addendum No. 1)
- S321      MASONRY DETAILS

— END OF EXHIBIT A —

# EXHIBIT B

New Animal Shelter for Rolla, MO - Phase 1  
 1600 Block of Lion's Club Drive  
 Rolla, MO

## Article 9

9.1.6 The Specifications are those listed below and dated December 27, 2021, as prepared by Shelter Planners of America, unless otherwise indicated by Addendum.

New Animal Shelter for Rolla, MO – Phase 1	Shelter Planners of America
Rolla, Missouri	1151
<del>Addendum No. 1</del>	<del>January 14, 2022</del>
<u>Addendum No. 3</u>	<u>January 21, 2022</u>

**DOCUMENT 000110**

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**INDEX OF ISSUES**

<u>Addendum No. 3</u> .....	<b>21 January 2022</b>
Addendum No. 1 .....	14 January 2022
Construction Documents.....	27 December 2021

<u>NUMBER</u>	<u>NAME</u>	<u>ISSUE DATE</u>	<u>REVISED DATE</u>
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**INTRODUCTORY INFORMATION**

000101	Title Page .....	27 Dec 21	
000107	Seals Page .....	27 Dec 21	
000110	Table of Contents .....	27 Dec 21	<b>21 Jan 22</b>

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

001113	Advertisement for Bids .....	27 Dec 21	
002113	Instructions to Bidders – A701-2018 .....	27 Dec 21	
002600	Procurement Substitution Procedures .....	27 Dec 21	
	Procurement Substitution Request Form .....	27 Dec 21	
003132	Geotechnical Data .....	27 Dec 21	
004113	Bid Form – Stipulated Sum (Single-Prime Contract) .....	27 Dec 21	
004115	Insurance Requirements .....	14 Jan 22	
<b>004345</b>	<b>Prevailing Wage Rates .....</b>	<b>21 Jan 22</b>	
007200	General Conditions .....	27 Dec 21	
	General Conditions of the Contract for Construction		
	A201-2017 .....	27 Dec 21	

**DIVISION 01 – GENERAL REQUIREMENTS**

011000	Summary .....	27 Dec 21	
012500	Substitution Procedures .....	27 Dec 21	
	Substitution Request Form .....	27 Dec 21	
012600	Contract Modification Procedures .....	27 Dec 21	
012900	Payment Procedures .....	27 Dec 21	
013100	Project Management and Coordination .....	27 Dec 21	
013200	Construction Progress Documentation .....	27 Dec 21	
013233	Photographic Documentation .....	27 Dec 21	
013300	Submittal Procedures .....	27 Dec 21	
014000	Quality Requirements .....	27 Dec 21	
014100	Testing Laboratory Services .....	27 Dec 21	
014200	References .....	27 Dec 21	
015000	Temporary Facilities and Controls .....	27 Dec 21	
015713	Erosion and Sedimentation Control .....	27 Dec 21	
016000	Product Requirements .....	27 Dec 21	
017300	Execution .....	27 Dec 21	
017700	Closeout Procedures .....	27 Dec 21	
017839	Project Record Documents .....	27 Dec 21	

**DIVISION 02 NOT USED**

**DIVISION 03 – CONCRETE**

033000	Cast-in-Place Concrete (S).....	27 Dec 21	
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**DIVISION 04 – MASONRY**

042000	Unit Masonry .....	27 Dec 21	
047300	Thin Stone Veneer .....	27 Dec 21	

VII.A.15

SECTION  
NUMBERS

SECTION TITLE

PAGES

New Animal Shelter for Rolla, MO – Phase 1  
Rolla, Missouri

Shelter Planners of America  
1151

~~Addendum No. 1~~  
Addendum No. 3

~~January 14, 2022~~  
January 21, 2022

<u>NUMBER</u>	<u>NAME</u>	<u>ISSUE DATE</u>	<u>REVISED DATE</u>
<b>DIVISION 05 – METALS</b>			
051200	Structural Steel Framing (S) .....	27 Dec 21	14 Jan 22
055000	Metal Fabrications (S) .....	27 Dec 21	
<b>DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES</b>			
061000	Rough Carpentry (S) .....	27 Dec 21	
061600	Sheathing (S) .....	27 Dec 21	
061753	Shop-Fabricated Wood Trusses (S) .....	27 Dec 21	
<b>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</b>			
072726	Fluid-Applied Membrane Air Barriers .....	27 Dec 21	
073113	Asphalt Shingles .....	27 Dec 21	
074646	Fiber-Cement Siding .....	27 Dec 21	
076200	Sheet Metal Flashing and Trim .....	27 Dec 21	
076210	Flexible Flashing .....	27 Dec 21	
079200	Joint Sealants .....	27 Dec 21	
<b>DIVISION 08 – OPENINGS</b>			
081113	Hollow Metal Doors and Frames .....	27 Dec 21	
084113	Aluminum-Framed Entrances and Storefronts .....	27 Dec 21	
085413	Fiberglass Windows .....	27 Dec 21	
087100	Door Hardware .....	27 Dec 21	
	Door Hardware Schedule .....	27 Dec 21	
088000	Glazing .....	27 Dec 21	
<b>DIVISION 09 – FINISHES</b>			
099113	Exterior Painting .....	27 Dec 21	
<b>DIVISIONS 10 – 49 NOT USED</b>			

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— END OF EXHIBIT B —

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Bid Award/Motion**

**ITEM/SUBJECT: 2022 Trucks**

**BUDGET APPROPRIATION: Com Dev \$28,000  
Engineering \$30,000**

**DATE: 2/7/2022**

\*\*\*\*\*  
**COMMENTARY:**

**City staff received bids for 2022 Model Year Trucks. 2 bids were received and the bid tabulations are shown below. Each recommendation is for the low bidder.**

**Item #1: Community Development - 2022 Regular Cab 1/2 Ton Pickup w/ Short Bed: Public Works staff recommends City Council award the bid to Hutcheson Ford of St. James, MO for \$29,120. This unit is a planned replacement in the Community Development Department. We will surplus the existing pickup through GovDeals.**

**Item #2: Engineering - 2022 Crew Cab 1/2 Ton Pickup w/ Short Bed: Public Works staff recommends City Council award the bid to Hutcheson Ford of St. James, MO for \$31,640. This unit is a planned replacement in the Engineering Department. We will surplus the existing pickup through GovDeals.**

**Taylor Dodge (Rolla, MO)  
Item #1 \$30,969.00  
Item #2 \$36,038.00**

**Hutcheson Ford (St. James, MO)  
Item #1 \$29,120.00  
Item #2 \$31,640.00**

**Republic Ford (State Bid)  
Item #1 \$30,173.00  
Item #2 \$33,209.00**





**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPT. HEAD:** Ron Smith, Fire Chief

**ACTION REQUESTED:** Award/Resolution

**ITEM/SUBJECT:** Two Storm Sirens

**BUDGET APPROPRIATION:** \$12,533.99

**DATE:** February 7, 2022

---

Currently, the City of Rolla relies on an Emergency Warning System that consists of nine Federal Signal brand outdoor warning sirens. These sirens are all manufactured by Federal Signal Corporation. The sirens all vary in model, age and capability. They are strategically placed (see attached) in designated areas in the city, in an effort to provided the best early emergency warning to the community in the event of severe weather.

Site #	Site Address	Site M/N	Ctrl M/N	Warranty
1	Country Ridge & Palmer Court	2001-130	DCFCBH	3/1/2019
2	3800 Hypoint Blvd	2001-130	FCMHP-N	2016
4	4th & Main	2001 DC	DFCMHO-N	6/26/2002
5	919 E. 10th Street (Ber Juan)	2001-130	FCMHP-N	2020
8	Lions Club Drive	2001 DC	DFCMHO-N	5/1/1999
9	Hwy 72 & Hwy O	2001DC	DFCMHO-N	5/1/1999
10	Liberty & Lincoln	2001DC	DFCMHO-N	5/1/2000
11	Brook Dr & Meadow Brook Dr.	2001-130	FCMHP-N	2019
12	1501 Fraternity Drive	2001-130	FCMHP-N	2019

The City of Rolla Fire & Rescue has received two grant awards.

- 1) EMPG – SEMA ARPA grant: This is a 50/50 match grant for the replaced of the storm siren located at Liberty Drive and Lincoln Lane. This grant will replace a 22 year old siren.
- 2) EMPG – SEMA Mini grant: This is a 100% (no cost) grant for the replacement of the storm siren located at Highway 72 and Highway O. This grant will replace a 23 year old siren.

Blue Valley Public Safety is the sole source for the Federal Signal siren. They currently provide service for all other sirens in the City of Rolla. In addition, Rolla Police Department and Rolla Fire Department have a positive relationship with them for services and costs of maintenance.

Fire Administration recommends the City Council approve a resolution to purchase two Federal Signal 2001-130 storm siren and communications equipment through Federal Signal Safety Corporation for \$48,617.84. SEMA will reimburse City of Rolla \$36,083.85.

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ITEM NO.  VII, D.1

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SALES AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND FEDERAL SIGNAL SAFETY CORPORATION FOR TWO EMERGENCY STORM SIRENS.

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

**Section 1:** That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an Agreement between the City of Rolla, Missouri and Federal Signal Safety Corporation, a copy of said agreement being attached hereto and marked Exhibit A.

**Section 2:** That this resolution 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 7<sup>th</sup> DAY OF JANUARY 2022.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY COUNSELOR

VII. D. 2

Exhibit A



**FEDERAL SIGNAL**  
**Safety and Security Systems**  
*Advancing security and well being.*

2645 Federal Signal Drive  
 University Park, Illinois 60484-0975  
 800.548.7229  
 alertnotification.com

**Contact Name:** Chief Ron Smith  
**Customer:** Rolla Fire Department  
**Address:** 1490 E. 10th St.  
**City:** Rolla  
**State:** MO  
**Zip:** 65401  
**Phone:** 573-364-3989  
**Cell:** 573-578-2507  
**Fax:** \*  
**Email:** rsmith@rollacity.org

<b>Quotation No.: ANS</b>	
<b>202221353</b>	
<b>Please reference quote no. on your order</b>	
<b>Date Quoted:</b>	2/2/22

**Notes:** Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
<b>Electro-Mechanical Siren Equipment</b>					
1	2	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 8,038.80	\$ 16,077.60
2	2	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 7,290.00	\$ 14,580.00
3	2	OMNI-4	ANTENNA, 152-156MHZ VHF	\$ 361.80	\$ 723.60
4	2	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 121.50	\$ 243.00
				<b>Total Equipment</b>	<b>\$ 31,624.20</b>
<b>Shipping</b>					
		ES-FREIGHT	Shipping Fees		\$ 1,628.64
<b>Services</b>					
5	2	TK-I-2001DC	2001 DC Only Standard Installation 4 Standard Batteries Site Optimization 50' Class 2 Wood Pole	\$ 7,122.50	\$ 14,245.00
6	2	TK-S-CPSYSOP-CU	System Optimization of 1 Activation-Control Pt, CUSTOM	\$ 560.00	\$ 1,120.00
				<b>Total Services</b>	<b>\$ 15,365.00</b>
				<b>Total of Project</b>	<b>\$ 48,617.84</b>
<b>Options</b>					
7	2	BV-TRAFFIC	Traffic Control, if required	\$ 750.00	\$ 1,500.00
8	2	BV-Permit	Cost associated with electrical inspections / permits, if required	\$ 1,250.00	\$ 2,500.00
9	2	TK-IO-CUSREMOV	Removal Services, Custom	\$ 840.00	\$ 1,680.00
10	2	BV-PO-60-UPG	UPGRADE TO 60' POLE	\$ 550.00	\$ 1,100.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

**Adverse Site Conditions**, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.  
**Power Clause:** Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.  
**Traffic Control Clause:** Traffic control, if required, will be an additional \$250.00 per site.  
**Permit Clause:** Any special permits, licenses or fees will be additional.  
**FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.  
**Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.  
**Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Dee A. Wieduwilt  
**Company:** Blue Valley Public Safety Inc.  
**Address:** P.O. Box 363 - 509 James Rollo Dr.  
**City, State, Zip:** Grain Valley, MO 64029  
**Country:** USA  
**Work Phone:** 1-800-288-5120  
**Fax:** 816-847-7513  
**Approved By:** Brian Cates

**Delivery:** 10-12 weeks  
**Freight Terms:** FOB University Park  
**Terms:**  
 Equipment, Net 30 Days upon receipt  
 Services, Net 30 Days as completed,  
 billed monthly. Net 30 will not be held  
 for installations.

**Title:** General Manager \_\_\_\_\_  
 \_\_\_\_\_  
 Signature

**Brian Cates**

Vll. 0.3

 **FEDERAL SIGNAL**  
**Safety and Security Systems**  
*Advancing security and well being.*

2645 Federal Signal Drive  
University Park, Illinois 60484-0975  
800.548.7229  
alertnotification.com

**Contact Name:** Chief Ron Smith  
**Customer:** Rolla Fire Department  
**Address:** 1490 E. 10th St.  
**City:** Rolla  
**State:** MO  
**Zip:** 65401  
**Phone:** 573-364-3989  
**Cell:** 573-578-2507  
**Fax:** \*  
**Email:** rsmith@rollacity.org  
**Notes:** Delivery schedule cannot be established until radio information is supplied, if applicable.

<b>Quotation No.:</b> FWS 202221353 Please reference quote no. on your order <b>Date Quoted:</b> 2/2/22
---

*I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.*

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Title:*

**Purchase Order MUST be made out to:**  
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484  
**Purchase Order MUST be e-mailed, mailed or faxed to:**  
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513  
[dee@bvpsonline.com](mailto:dee@bvpsonline.com)

V11.0.4

Quotation No.: FWS  
20221353

**SALES AGREEMENT**

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

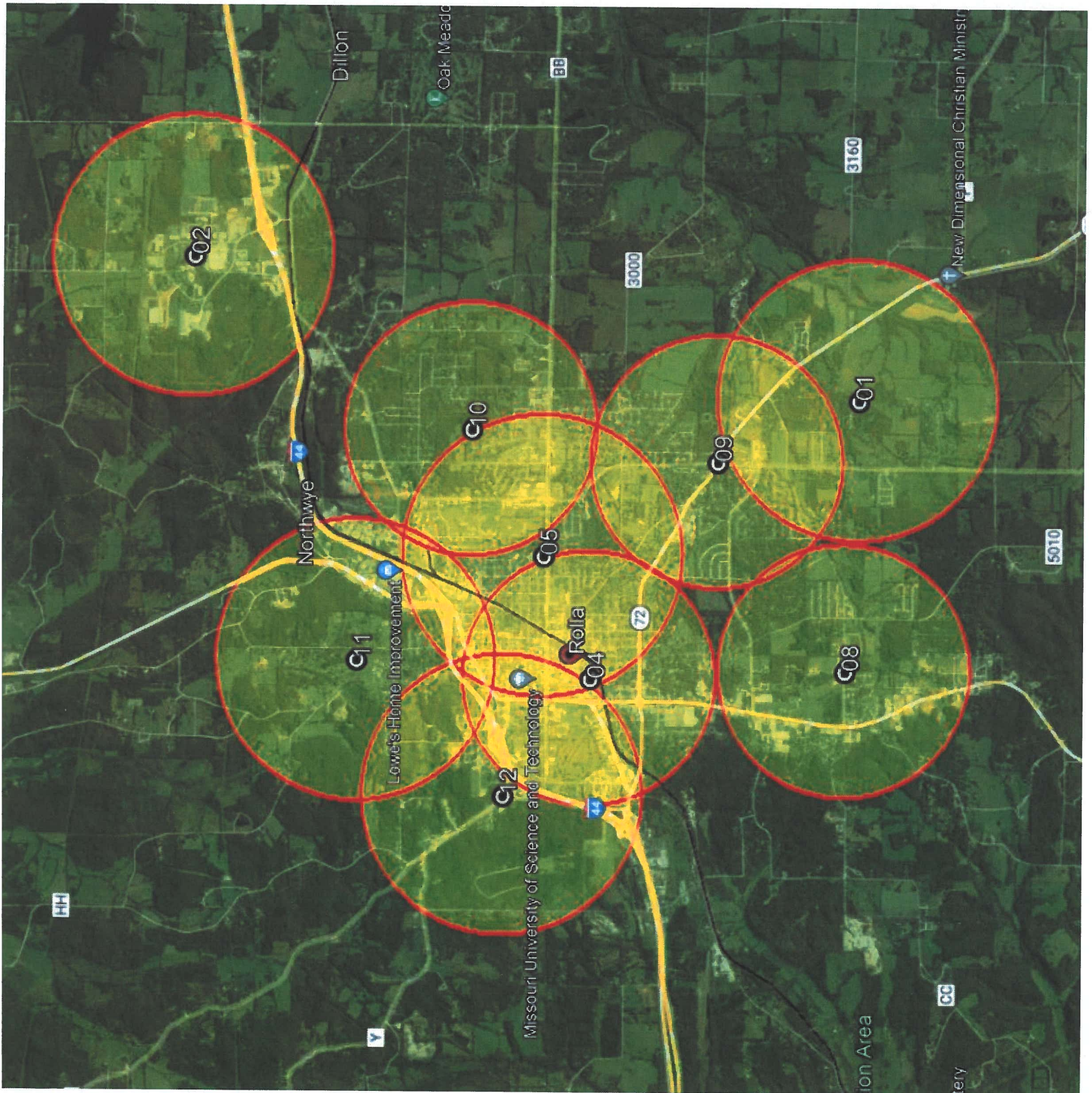
(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

VII.0.5

- (12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.
- (13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.
- (15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.
- (21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminates. Buyer must inform FSC when known or suspected soil contaminates exist at any intended installation site.
- (24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
- (28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

VII. D. 6







## **Jonathan C. Hines**

621 Salem Ave Rolla, MO 65401  
Cell: (573) 201-3834 Home: (573) 426-4244  
Jonathan\_c\_hines@hotmail.com

**Director, Prospect Management & Research** - Missouri University of Science & Technology since Nov 2008  
*Leads team to analyze, assign, and track the progress of prospective donors capable of contributing to the university's major gift effort; direct the collection and analysis of vital information about prospective and current major donors within the Research staff, across the Advancement Division and with the Office of the Chancellor; and provide summaries and strategies to guide interaction with top prospective donors. Build strategic plans to support fund raising over 7-year span, which includes developing a new pipeline of donors.*

**Department Chair – Aerospace Studies** Missouri University of Science & Technology July 2005 – Sept 2008  
*Led 8-person university department consisting of active duty military and civilians administering a college-level Air Force officer training program focused on teambuilding and leadership skills. As senior officer, with university status of full professor, ultimately determines who is commissioned as an Air Force officer, and manages a unit budget over \$500K. Provides academic instruction on leadership and management skills.*

- 3 years experience directing admissions, student affairs, & event development implementation
- Provided leadership training, discipline, and educational career guidance to over 60 cadets
- Advises instructors on course curriculum, revisions, test preparation, and course improvements
- Prepares and conducts monthly in-service training for all staff employees
- Directs recruiting efforts; manages a \$4.5K recruiting budget; orders marketing items

### **Program and Budget Manager**

Pentagon, VA Sep 02 – June 05

*Led an 8-person office of Program Monitors responsible for 21 program budget elements worth over \$30 Billion. Primary advocate in planning, programming, and budgeting for Operations and Maintenance funding for communications, radar, and satellite systems. Principle advisor to Air Force Deputy Chief of Staff for Operations on missile defense deployment, operations, and sustainment policy; made quarterly presentations to the Under Secretary of the Air Force.*

- Reviewed, evaluated, and documented employee work performance
- Provided program status to 37 agencies and offices across the DoD and Federal government
- Justified program requirements and funding in the Federal budgeting process
- Reviewed current and developing space systems, built corporate baseline for risk assessments
- Made presentation to the AF Chief of Staff and his Deputy Chief of Staff for Operations on operational risks and rewards as transformational capabilities are developed and fielded

### **Director of Operations**

Ramstein AFB, Germany May 00 – Aug 02

*Managed mission operations and all personnel issues for 50+ people at key ground station of a \$5.2 Billion satellite system that provided communication support to the President and Secretary of Defense.*

- Directed all employee training, task certification, and retention programs
- Reviewed, evaluated, and documented employee work performance
- Enforced strict adherence to OSHA rules and regulations, maintained work place safety standards
- Assisted in developing job requirements for contract workers, board member for selection process
- Enforced compliance with Equal Employment Opportunity and Sexual Harassment policies
- Planned and directed execution of weekly and monthly training and work shift schedules
- Informed executive leadership on production, employee training, and budgetary issues

IX. B. 1

**Jonathan C. Hines**  
Jonathan\_c\_hines@hotmail.com

**Chief Space Doctrine Development and Analysis** Maxwell AFB, AL Aug 97 – Apr 00  
*Led corporate space operations doctrine development and analysis initiatives, participated in planning, execution, and assessment of AF, other Service, and joint exercises, wargames, and other significant events.*

- Analyzed training and real world operations, captured best practices for continuous improvement process
- Advised senior management on all facets of space operations and improvement processes
- Established working groups to develop Joint and Service space doctrine to improve operation efficiencies
- Guest lecturer at Air Command and Staff College, the Air Force's senior military leadership school

**Chief of Quality Control and Curriculum Development** Buckley AFB, CO July 96 – July 97  
*Developed and implemented new training program, formulated policies and standardized methods to operate five satellite ground stations, with over 300 operators, spread around the world. Used Instructional Systems Development to create new training and quality assurance model that standardized training and quality control methods across Air Force space systems.*

- Developed annual plan of instruction and annual plan of evaluation for comprehensive training
- Prepared, administered, scored examinations and recorded results, maintained training records, provided counseling, and feedback to students
- Prepared, initiated, and revised training materials
- Supervised, trained, counseled and performed annual evaluations on nine personnel

<b>Deputy Director of Operations</b>	Buckley AFB, CO	May 94 – Jun 96
<b>Academic Instructor</b>	Vandenberg AFB, CA	July 91 – Apr 94
<b>Chief Quality Control Materials Branch</b>	Minot AFB, ND	Dec 89 – Jun 91
<b>Missile Combat Crew Commander</b>	Minot AFB, ND	May 87 – Nov 89

## EDUCATION

**M.S. Space Studies**  
University of North Dakota, Grand Forks, ND (GPA 3.25)

**B.A. History**  
Southeast Missouri State University, Cape Girardeau, MO (GPA 3.3)

**Air Command and Staff College, and Air War College**  
Maxwell AFB, AL

**Academic Instructor School**  
Air Force Instructor School, Maxwell AFB, AL

## HONORS & ACTIVITIES

Organizations under my leadership have won "Best Space Operations Crew of the Year" at the national level four times and were nominated by Air Force Space Command for the "Rotary National Award for Space Achievement" twice. I have traveled extensively in the United States, Europe, and have made several working trips to Australia and South Korea.

## Zoning Code Update Ad-Hoc Committee

**Objective:** To review and revise the zoning, subdivision, and all other land use regulations in the city codes and recommend a draft of the revisions be reviewed by the Planning and Zoning Commission.

**Background:** The current zoning code was adopted in 1988. The 1988 code included much language from the previous code, which was adopted in 1978, which also included language from the first code, adopted in the 1940's. The first code included language that originated in the model codes that were adopted across the country and first written decades earlier.

Since the 1988 code was adopted, there have been many revisions and additions. However, the revisions and additions have created issues with organization, duplication, and conflict with other areas of the code. Some provisions have become unenforceable or are not desired to be enforced. The current code lacks some provisions which may have caused an uneven application of the requirements.

### **Committee Members:**

Planning & Zoning Rep (Chairman Don Brown and Janice Martin)  
Board of Adjustment Rep (Judy Jepsen)  
City Council Rep (Ward 4 Councilwoman Jody Eberly and Lister Florence)  
Real Estate/Development Rep (Mike Woessner)  
Citizen Rep (Jonathan Hines)

### **Ex-Officio Members:**

Tom Coots, City Planner  
Steve Flowers, Director of Community Development Department  
Darin Pryor, City Engineer  
John Butz, City Administrator

**Guidelines:** As the working group is deliberating the following goals or guidelines should be observed:

*Organization.* The Zoning Code will be organized to be easy to use. Subjects will be grouped. Space will be reserved for any needed additions in the future.

*Readability.* The Zoning Code will be written to be readable for the average citizen. Legalese and jargon will be removed when possible. Charts and images may be inserted to assist in understanding. The Zoning Code should clearly state what is desired as well as prohibiting what is not desired.

*Effective.* The Zoning Code will keep what works and will change what is not working.

*Legal.* The Zoning Code is intended to be compliant with all state statutes and court cases.

*Originality.* Although ideas may be borrowed from other jurisdictions, the Zoning Code should be tailored to address the needs and desires of Rolla. However, this does not mean the code needs to reinvent the wheel, either. Other jurisdictions may have good ideas as well.

*Flexibility.* The Zoning Code should have a level of built-in flexibility to allow for some degree of interpretation and/or clearly explain the process for additional review.

*Consistency.* The Zoning Code should allow more approvals can be at the staff level to eliminate the potential for inconsistency with the public hearing process. Staff reviews must be for items which clearly meet the requirements of the code.

# Meeting Schedule

## Meeting 1

1. Discuss Objectives and Details
2. Decide on meeting schedule – Day, time, duration, frequency
3. Question: What is the goal of the Zoning Code?
4. Discuss Zoning Code contents
5. Discuss Section 100 - Administration

## Meeting 2

1. Question: What do you think Rolla should look like? Any good examples?
2. Discuss revisions to Section 100
3. Discuss zoning and uses for Section 200
4. Discuss Form-Based Codes
5. Discuss Parking for Section 300
6. Discuss Landscaping for Section 300
7. Discuss Design Requirements for Section 300

## Meeting 3

1. Discuss Section 200 – Zoning District
2. Discuss Section 300 – General Provisions

## Meeting 4

1. Discuss Section 400 – Special Regulations

## Meeting 5

1. Discuss Section 500 – Subdivision Regulations

## Meeting 6

1. Discuss Section 600 – Other Provisions
2. Discuss Section 700 - Form-Based Codes if needed

## Meeting 7

1. Discuss Appendix
2. Discuss revisions

## Meeting 8

1. Distribute entire draft
2. Discuss needed future amendments
3. Discuss public input

## Zoning Code Contents

Section 100	Administration
110	Planning and Zoning Commission
120	Board of Adjustment
130	Land Use Applications
140	Processes
150	Non-Conforming Uses
160	Enforcement
Section 200	Zoning Districts
210	Residential Districts
220	Commercial Districts
230	Industrial Districts
240	Special Districts
250	Overlay Districts
260	Planned Unit Developments
Section 300	General Provisions
310	Parking
320	Setbacks, Encroachments, and Projections
330	Landscaping
340	Signage
350	Design Requirements
360	Development Requirements
370	Nuisances
Section 400	Special Regulations
410	Home Occupations
420	Adult Uses
430	Telecommunications
440	Mobile Home Parks
450	Special Uses
460	Floodplain Development
Section 500	Subdivision Regulations
510	Application
520	Design Requirements
Section 600	Other Provisions
610	Historic Preservation
Section 700	Optional Form-Based Code
Section 800	Appendix
810	Definitions
820	Zoning Use Table

Review may also include review of some/all provisions of Chapters 5, 6, 20, 28, 29, 39, 40, 41, and 42 as related to land use, nuisances, zoning, and subdivision issues.

