

**Please Note:** The Council Meeting will be conducted at Rolla City Hall. 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

**AMENDED AGENDA OF THE ROLLA CITY COUNCIL**  
**Tuesday, February 21st, 2023; 6:30 P.M.**  
**City Hall Council Chambers**  
**901 North Elm Street**

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

**COUNCIL ROLL:** MORIAH RENAUD, TERRY HIGGINS, MEGAN JOHNSON, NATHAN CHIRBAN, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JAIED HALL, ROBERT KESSINGER, STANLEY MAYBERRY, VICTORIA STEEN, AND TINA BALCH

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**PLEDGE OF ALLEGIANCE**  
Councilwoman Moriah Renaud

I. **PUBLIC HEARINGS** – None

II. **ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS** –

- A. RACC Executive Director Stevie Kears/Tourism Director Aimee Campbell: 2022 Year End Tourism Report and 2023 Tourism Marketing Plan
- B. RMU General Manager Rodney Bourne: Quarterly Financial Report

III. **OLD BUSINESS** –

- A. **Ordinance** to amend Rolla’s Indoor Smoke Free Act to include Marijuana. (City Administrator John Butz) **Final Reading**

IV. **NEW BUSINESS** –

- A. **Resolution** to approve Airport Rescue State Block Grant Agreement. (PW Director Darin Pryor) **Motion**
- B. **Ordinance** to vacate waterline easement in the Freuh Addition Subdivision. (PW Director Darin Pryor) **First Reading**
- C. **Motion** to accept utility easement in the Freuh Addition Subdivision (PW Director Darin Pryor)

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

- A. **Motion** to award bid to Downing Sales and Service for the purchase of 1,000 refuse carts. (Environmental Services Brady Wilson)

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

- A. **Motion** to appoint Chuck Whitmire to the Rolla Housing Authority Board (4 year term exp. Feb 2027)
- B. **Motion** to reappoint Brenda Linkmann to the Library Board (term exp. Feb 2025)
- C. Councilwoman Johnson – Illegal Encampments

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

IX. **CLOSED SESSION** – Closed Session per RSMo 610.021- (3) Personnel

X. **ADJOURNMENT** -

February 21, 2023



# 2022 Year End Report

# Motel Tax HISTORY

In 1991/92 the Rolla Area Chamber of Commerce started the conversation with the City of Rolla about imposing a hotel tax for tourism efforts. At the time, several communities across the state of Missouri had already implemented this tax.

This new tax was being used by the local Chamber or Tourism Bureau to promote tourism for that community as well as fund their Visitor Centers.

The tax varies in all communities and Rolla's legislation was written to impose up to 5%. The Chamber decided that 3% would be sufficient at the time and if needed voters could raise the tax to the full 5% at a later date.

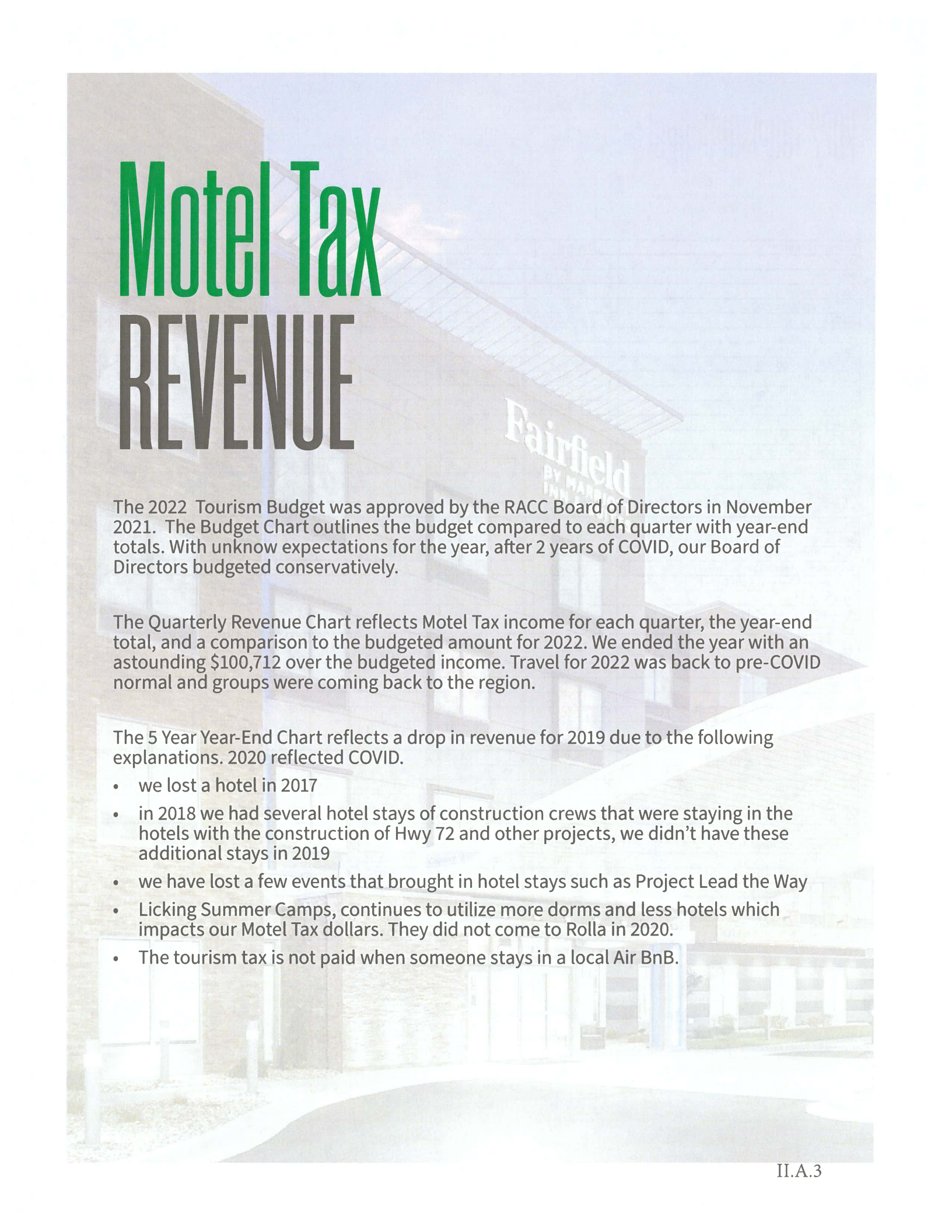
Thanks to the due diligence of the RACC, the Motel Tax passed in 1993. This means if you spend the night in a Rolla hotel, you will pay a 3% tax (in addition to local, state, and federal taxes). If you don't stay in a Rolla hotel, you don't pay the tax.

After the passing of the tax, the City of Rolla contracted with the Chamber to administer the tax. The City collects the tax, keeps 10% for admin fees and passes along the remaining 90% to the Chamber.

The first goal of the tax was to build and maintain the Visitor Center. As funds allow, the second goal of the tax was to promote Rolla as a tourist destination for travelers, groups, and meeting planners.

The Visitor Center opened in 1996. The contract between the City of Rolla and the Rolla Chamber is reviewed and renewed every 5 years to give each party an opportunity to make necessary changes due to current market trends and local expectations.

The Rolla Chamber currently manages the 10-acre tract of land at 1311 Kingshighway, the Rolla Visitor Center, and the 5 historic buildings on the property.



# Motel Tax REVENUE

The 2022 Tourism Budget was approved by the RACC Board of Directors in November 2021. The Budget Chart outlines the budget compared to each quarter with year-end totals. With unknown expectations for the year, after 2 years of COVID, our Board of Directors budgeted conservatively.

The Quarterly Revenue Chart reflects Motel Tax income for each quarter, the year-end total, and a comparison to the budgeted amount for 2022. We ended the year with an astounding \$100,712 over the budgeted income. Travel for 2022 was back to pre-COVID normal and groups were coming back to the region.

The 5 Year Year-End Chart reflects a drop in revenue for 2019 due to the following explanations. 2020 reflected COVID.

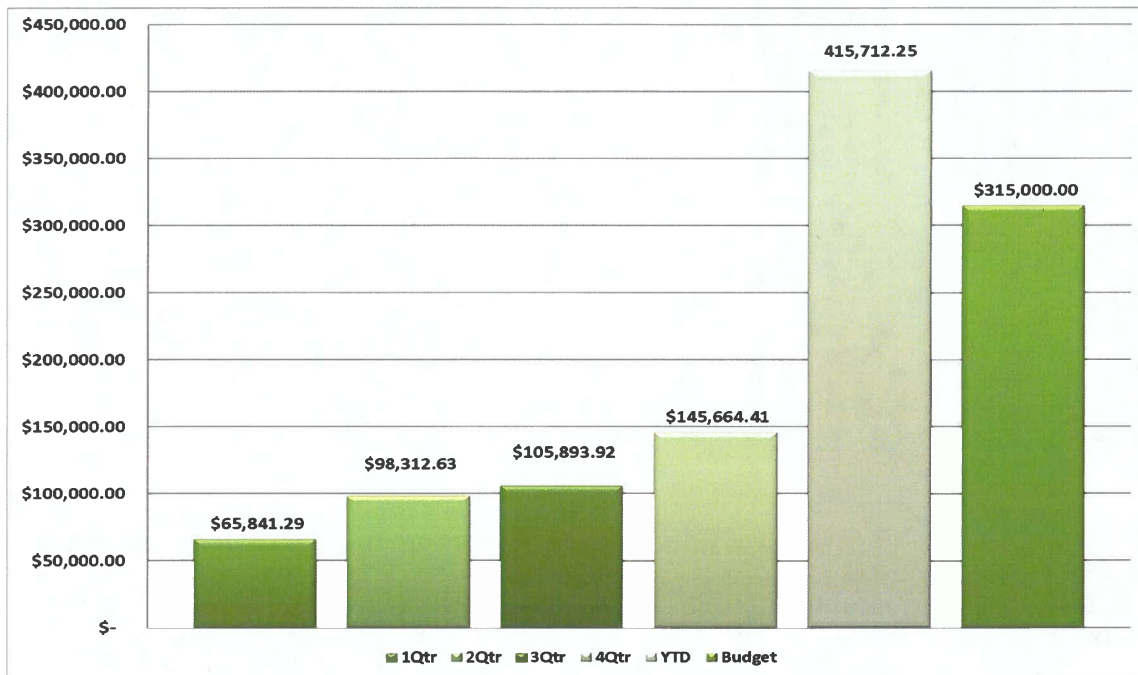
- we lost a hotel in 2017
- in 2018 we had several hotel stays of construction crews that were staying in the hotels with the construction of Hwy 72 and other projects, we didn't have these additional stays in 2019
- we have lost a few events that brought in hotel stays such as Project Lead the Way
- Licking Summer Camps, continues to utilize more dorms and less hotels which impacts our Motel Tax dollars. They did not come to Rolla in 2020.
- The tourism tax is not paid when someone stays in a local Air BnB.

# 2022 Tourism Budget

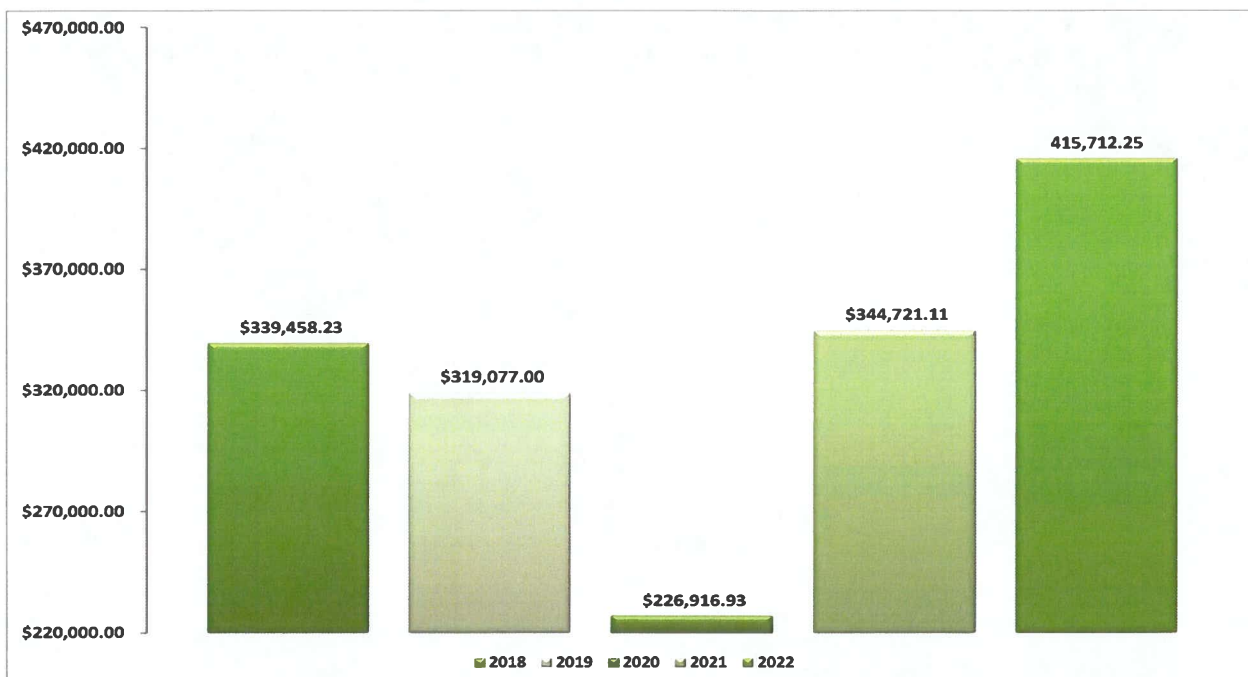
Tourism Income	Budget	Jan-Mar	Apr-June	July-Sept	Oct-Dec	YTD
Motel Tax	\$ 315,000.00	\$ 65,841.29	\$ 98,312.63	\$ 105,893.92	\$ 145,664.41	\$ 415,712.25
Interest	\$ 300.00	\$ 100.23	\$ 115.30	\$ 98.16	\$ 102.48	\$ 416.17
Special Events	\$ 9,000.00	\$ 10,698.20	\$ 200.00	\$ -	\$ -	\$ 10,898.20
MDT Coop Marketing	\$ 10,600.00	\$ -	\$ 818.67	\$ 8,204.03	\$ 2,018.99	\$ 11,041.69
<b>TOTAL</b>	<b>\$ 334,900.00</b>	<b>\$ 76,639.72</b>	<b>\$ 99,446.60</b>	<b>\$ 114,196.11</b>	<b>\$ 147,785.88</b>	<b>\$ 427,026.62</b>
<b>Tourism Expenses</b>						
<b>Building Expenses</b>						
Land Payment	\$ 25,550.00	\$ 6,387.39	\$ 6,387.39	\$ 6,387.39	\$ 6,387.39	\$ 25,549.56
Insurance - Buildings	\$ 2,000.00	\$ -	\$ -	\$ 2,506.22	\$ -	\$ 2,506.22
Remodel Loan Payment	\$ 12,000.00	\$ 1,956.12	\$ 3,738.22	\$ 3,798.52	\$ 4,035.94	\$ 13,528.80
Maintenance, Landscaping	\$ 3,500.00	\$ 1,502.78	\$ 4,528.59	\$ 169.28	\$ 1,107.82	\$ 7,308.47
Building Reserve	\$ 5,400.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 5,400.00
Cleaning Services	\$ 3,000.00	\$ 750.00	\$ 700.00	\$ 750.00	\$ 750.00	\$ 2,950.00
Utilities	\$ 5,500.00	\$ 1,391.86	\$ 1,009.45	\$ 1,463.65	\$ 921.50	\$ 4,786.46
<b>Operating Expenses</b>						
Accounting	\$ 4,500.00	\$ 3,150.00	\$ 650.00	\$ 500.00	\$ 350.00	\$ 4,650.00
Advertising	\$ 17,000.00	\$ 6,105.89	\$ 1,876.61	\$ 1,215.00	\$ 2,831.52	\$ 12,029.02
Banking Fees	\$ 50.00	\$ 126.80	\$ 3.01	\$ -	\$ -	\$ 129.81
Brochure	\$ 3,000.00	\$ -	\$ -	\$ 2,165.97	\$ -	\$ 2,165.97
Dues & Subscriptions	\$ 7,000.00	\$ 5,010.90	\$ 1,959.84	\$ 1,637.12	\$ 1,044.03	\$ 9,651.89
Insurance - Health/Life/VD	\$ 24,400.00	\$ 5,760.24	\$ 5,950.81	\$ 6,181.95	\$ 6,185.91	\$ 24,078.91
Insurance - General/Auto/Cyber	\$ 1,900.00	\$ 101.00	\$ 2,110.51	\$ -	\$ -	\$ 2,211.51
Insurance - D&O	\$ 613.00	\$ 612.50	\$ -	\$ -	\$ 612.50	\$ 1,225.00
Insurance - Work Comp	\$ 960.00	\$ 380.25	\$ -	\$ 224.25	\$ -	\$ 604.50
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Equipment Lease/Maint	\$ 5,000.00	\$ 1,453.52	\$ 903.16	\$ 832.82	\$ 827.76	\$ 4,017.26
Office Supplies	\$ 3,500.00	\$ 665.51	\$ 2,016.38	\$ 974.82	\$ 2,292.25	\$ 5,948.96
Postage	\$ 2,000.00	\$ 427.97	\$ 674.96	\$ 332.86	\$ 363.97	\$ 1,799.76
Professional Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage	\$ 13,780.00	\$ 4,180.00	\$ 3,180.00	\$ 4,240.00	\$ 5,380.00	\$ 16,980.00
Telephone	\$ 2,500.00	\$ 579.78	\$ 614.04	\$ 616.14	\$ 614.93	\$ 2,424.89
Travel & Meetings	\$ 3,000.00	\$ 921.94	\$ 832.21	\$ 619.96	\$ 1,008.64	\$ 3,382.75
Tradeshows	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Web Maintenance/E-Newsletter	\$ 3,500.00	\$ 694.48	\$ 2,094.87	\$ 906.01	\$ 1,064.20	\$ 4,759.56
<b>Payroll</b>						
Payroll/Taxes/Employee Retirement	\$ 140,000.00	\$ 34,760.63	\$ 34,409.34	\$ 34,572.66	\$ 46,928.29	\$ 150,670.92
<b>Other</b>						
Special Events/Promotion	\$ 6,000.00	\$ 4,231.19	\$ 3,991.03	\$ -	\$ -	\$ 8,222.22
Special Projects	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Education (Staff/Board)	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Hospitality	\$ 200.00	\$ 9.24	\$ 43.61	\$ 18.35	\$ -	\$ 71.20
Destination Rolla Grant	\$ 15,000.00	\$ -	\$ 3,250.00	\$ 2,250.00	\$ 8,750.00	\$ 14,250.00
MDT Coop Marketing	\$ 15,500.00	\$ 891.56	\$ 4,584.00	\$ 11,271.71	\$ 4,200.42	\$ 20,947.69
Group Tour Service	\$ 6,500.00	\$ 5,015.00	\$ 4,668.68	\$ 1,721.43	\$ 1,312.99	\$ 12,718.10
<b>TOTAL CASH OUT FLOW</b>	<b>\$ 334,853.00</b>	<b>\$ 88,416.55</b>	<b>\$ 91,526.71</b>	<b>\$ 86,706.11</b>	<b>\$ 98,320.06</b>	<b>\$ 364,969.43</b>
<b>CASH AT END OF PERIOD</b>	<b>\$ 47.00</b>	<b>\$ (11,776.83)</b>	<b>\$ 7,919.89</b>	<b>\$ 27,490.00</b>	<b>\$ 49,465.82</b>	<b>\$ 62,057.19</b>



# 2022 Quarterly Revenue Chart



# 5 Year Year-End Chart



# Motel Tax EXPENSES

Tourism Expenses for 2022 were in line with our budgeted figures. With the return of traditional travel during the year, our budget was able to go back to traditional expenses such as Advertising, Destination Rolla Grants, and working with the Missouri Division of Tourism Coop Grant.

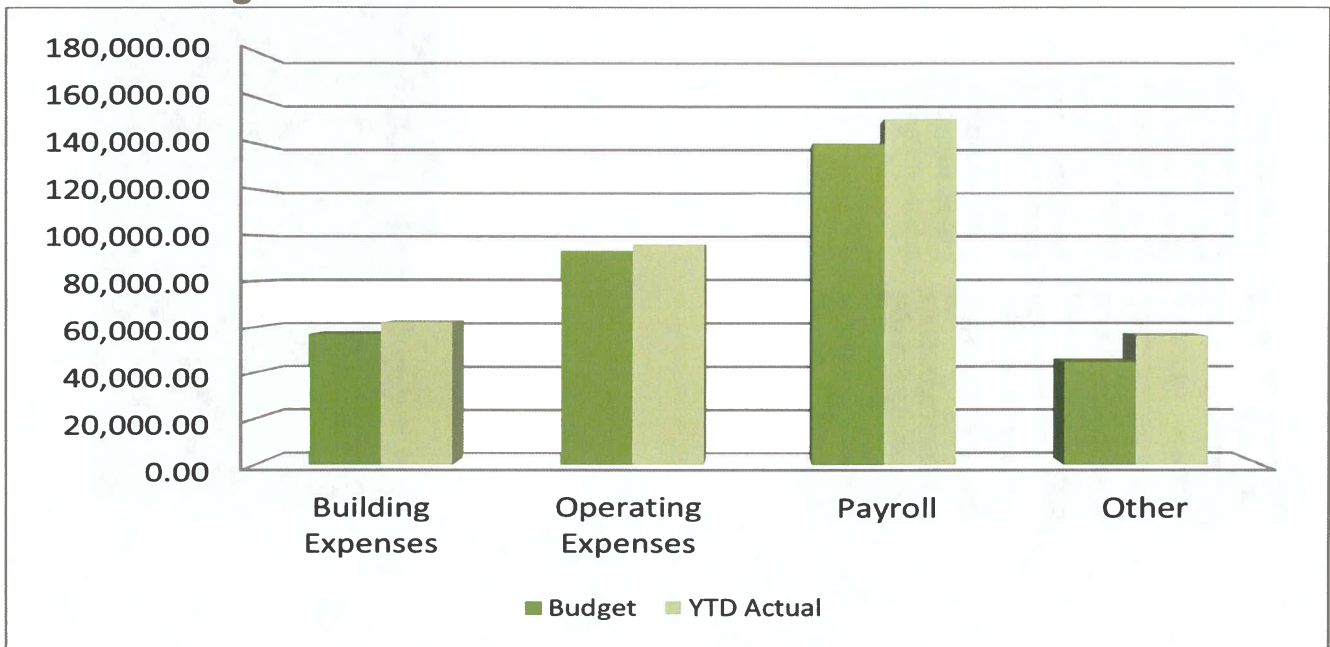
We also had the opportunity to host a few groups during the year. Those included Big BAM (Bike Across Missouri), AAU Track Meet, and the Cross Country Chase, Motorcycle Cannonball. These groups do not just land in the Rolla community. Our staff goes after these groups specifically and work with them to come to our community. To get a group in your community, it traditionally takes a sponsorship and assistance from your team before, during, and after their stay.

The Budget vs Actual Chart breaksdown four categories; Building Expenses, Operating Expenses, Payroll, and Other. The 5 Year Year-End Chart will compare year end expenses vs. income from 2018-2022.

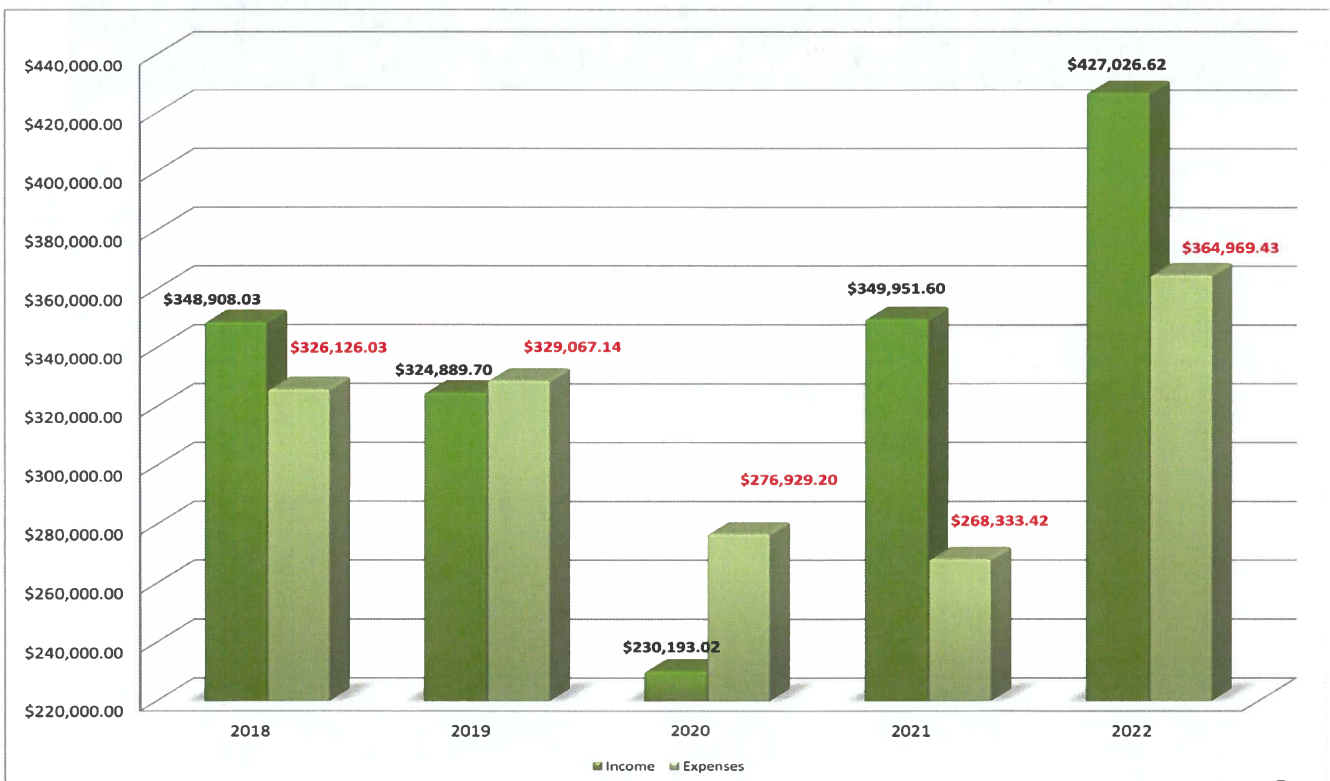


CROSS  
COUNTRY CHASE

# 2022 Budget vs. Actual Chart



# 5 Year Year-End Chart



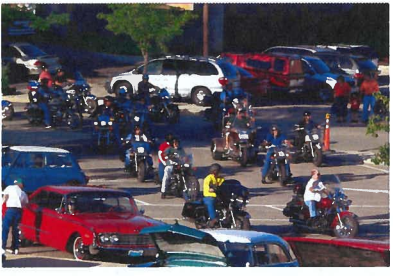


# Tourism ACTIVITIES



## VISITROLLA.COM

Throughout the year we work to keep the information found on our website, VisitRolla.com, updated and accurate. This site includes information on lodging, restaurants, attractions, meeting locations, and a full calendar of events for the region.



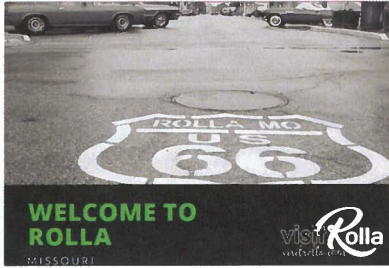
## DESTINATION ROLLA GRANT

We brought back our tourism grant program in 2022. It has been revamped and is now called the Destination Rolla Grant. Grant applications opened in January and we awarded \$14,250 of the \$15,000 budgeted.



## ST. PAT'S 5K & BEER RUN

We hosted our annual St. Pat's 5K and Beer Run in March and it was a huge success with over 230 participants.



### VIRTUAL TOUR OF ROLLA

In February, we gave a Virtual Tour of Rolla to the Missouri Division of Tourism and its partners as part of a program they have implemented to learn more about different tourism opportunities across Missouri.



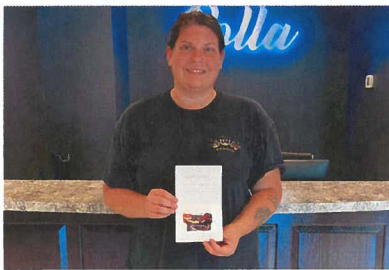
### BIG BAM

We hosted day 4 of the Big BAM on June 16. We had approximately 150 cyclist stay over night in Rolla. We hosted an after-party Thursday evening in downtown and provided breakfast for the group before their departure on Friday morning. We received a lot of compliments and many BAM participants said Rolla was their favorite stop of the event!



### EXPLORE FLW

We hosted the quarterly Explore Fort Leonard Wood meeting at Hasselmann Alumni House in March. We discussed continued efforts to promote the FLW region and ways to bring awareness to the website, [exploreflw.com](http://exploreflw.com).



### BIKE WEEK

In May, we assisted the Rolla Bicycle Pedestrian Advisory Committee with planning and putting on Rolla Bike Week. Activities included a ribbon cutting for the new Oak Street Shared path, social media promotions, and a giveaway.



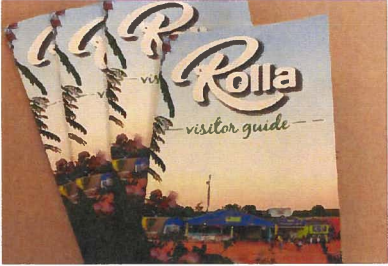
### ROUTE 66 CENTENNIAL

We attended a Route 66 Centennial Zoom meeting this past year. We are taking part in a state-wide effort to celebrate and promote the 100th Anniversary of Route 66 which will take place in 2026. We plan to put together an LOC for planning Rolla events centered around the Centennial.



### MDT MARKETING GRANT

In June we applied for a marketing grant through the Missouri Division of Tourism. We were approved for \$14,433 in state funds for the reimbursement of qualified marketing expenses for their FY 2022-23.



### NEW VISITOR GUIDES

Each year we print new Visitor Guides. We designed the guide in-house and partner with Scott's Printing to print the guide. We mail them to several Missouri Visitor Centers and delivered to our hotels and other local businesses.



### AAU REGIONAL TRACK MEET

Rolla hosted the AAU Regional Track Meet last summer. This event is traditionally held in St. Louis, but was moved to Rolla for 2022. The event was very succesful and AAU is considering holding future events in Rolla.



### CROSS COUNTRY CHASE

We hosted the first overnight stop of the Cross Country Chase on September 16. We provided dinner for over 100 riders and staff at Tater Patch. The group stayed at Fairfield Inn and Comfort Inn.



### GEARED FOR PHELPS

We serve on the marketing committee for Geared for Phelps and collaborate on marketing Rolla.

# Marketing EFFORTS



## Radio

Every Wednesday we are a guest on the Morning Mayor Show on Results Radio, 99.7 FM. This gives us an opportunity to talk about tourism events, attractions, and businesses in the area. We always promote the various ways that listeners can get additional information on things happening in the area

## Social Media

You can find VisitRolla on Facebook and Instagram. We currently have 4165 followers on Facebook and 1108 on Instagram.

### FACEBOOK STATS FOR 2022

	Posts	Reach	Engagement	Shares	Boosts
January	9	9404	295	45	0
February	15	19202	397	43	2
March	18	21078	337	88	1
April	24	51553	2132	332	0
May	21	32481	644	147	0
June	14	9219	207	38	0
July	13	10419	194	46	0
August	16	10242	162	30	1
September	16	8737	215	48	0
October	13	7207	121	21	0
November	13	24213	616	116	1
December	16	21526	656	75	0
<b>TOTAL</b>	<b>188</b>	<b>225281</b>	<b>5976</b>	<b>1029</b>	<b>5</b>

## INSTAGRAM STATS FOR 2022

	Posts	Likes	Comments
January	7	121	8
February	13	346	30
March	11	207	4
April	18	333	15
May	11	137	2
June	8	109	2
July	5	47	3
August	8	108	1
September	11	141	4
October	8	95	2
November	9	93	0
December	8	94	1
<b>TOTAL</b>	<b>117</b>	<b>1831</b>	<b>72</b>

## Text Alerts

This program started in February 2019 and offers us the opportunity to text tourism event reminders to subscribers. We currently have 165 subscribers.



## Billboards

We have two billboards along I-44. One facing East bound traffic and the other facing West bound. We will be re-wrapping these boards in 2023.

visitRolla
the source

Your Source for Rolla Happenings & Events


Phelps County Fair



The 75th annual Phelps County Fair is three full days of fun starting August 4 - August 6. The Fair Board is excited to bring you carnival rides, a demo derby, truck and tractor pull, ATV rodeo, frozen t-shirt contest, pageants, livestock events, kids games, musical entertainment, exhibits, vendors, 4-H, FFA, and so much more! Season passes are available for purchase at the Rolla Chamber of Commerce (and other local businesses) for \$30, which gets you into all three days of the fair including Grandstand events and all-you-can-ride carnival rides.

[More Information](#)

Music on the Maramec: The Debutants



## E-Newsletter

The Source is emailed to 1461 subscribers each month. This newsletter contains information on what is happening in our community. Anyone can subscribe to this newsletter on [visitRolla.com](http://visitRolla.com).

## Blog

Every other month, we post a blog article on our website that promotes the area.

# Print Ads

We work with several publications across the state to promote happenings in the area. During 2022, we once again were approved for marketing dollars through the Missouri Division of Tourism Grant program which provided matching dollars for approved advertisements. Some of our ads placed in 2022 are highlighted below.

- Show Me Missouri Magazine
- Missouri Life Magazine and E-Newsletter
- Route Magazine
- Rural Missouri Magazine
- Phelps County Focus

*Take life one sip at a time!*

A craft beer or locally-made wine enhances good food, good times, and good friends. Create an adventure by visiting the wineries and breweries in Phelps County. See what you're missing at VisitRolla.com!

visitRolla.com MISSOURI  
Rolla Area Chamber of Commerce & Visitor Center  
573-364-3577

**SPLASH INTO SUMMER**

*Life is simple, just add water!*

Hold on to your flip flops. Rolla has a beach! Join us for a summer of fun in the sun at Fugitive Beach, SplashZone, or one of many waterways just a short distance away. See what you're missing at VisitRolla.com!

visitRolla.com MISSOURI  
Rolla Area Chamber of Commerce & Visitor Center  
573-364-3577

**LEAVES ARE FALLING  
AUTUMN IS CALLING**

Make the most of autumn and enjoy all that comes with it. Explore endless fall activities in Rolla from Pete's Pumpkin Patch to the Annual Fall Arts & Crafts Festival. See what you're missing at VisitRolla.com!

visitRolla.com MISSOURI  
Rolla Area Chamber of Commerce & Visitor Center 573-364-3577

**CELEBRATE THE LEGACY OF THE MOTHER ROAD**

*Get your kicks on Route 66!*

Are you ready to get your kicks on Route 66? Join us for the 28th Annual Route 66 Summerfest June 3 & 4! Enjoy car shows, music, crafts, food vendors and more. See what you're missing at VisitRolla.com!

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visitRolla.com MISSOURI  
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# Destination Rolla Grant

In 2022, we brought back the Destination Rolla Grant that had been closed for the past 2 years because of COVID. Throughout the year, we awarded \$14,250 in grants to assist with local events and meetings.

Type	Date	Name	Memo	Amount
<b>Destination Rolla Grant</b>				
Bill	05/25/2022	2022 Missouri Lions...	2022 Missouri Lions State Convention	2,000.00
Bill	05/25/2022	Special Olympics Mi...		250.00
Bill	06/15/2022	Route 66 Summerfest	Summerfest	1,000.00
Bill	07/27/2022	Rolla Saddle Club	Rolla Saddle Club Events	2,000.00
Bill	09/28/2022	Ozarks Rivers Natio...	2022 Birding & Pollinator Festival	250.00
Bill	10/26/2022	Celebrations Of Nati...	2022 Celebration of Nations	500.00
Bill	12/06/2022	Ozark Actors Theatre	2022 Summer Season	1,000.00
Bill	12/14/2022	Public House Brewin...	2022 Oktoberfest	750.00
Bill	12/14/2022	Split Second Timing	2022 Galloping Gobbler	500.00
Bill	12/20/2022	Rolla Public Schools	Holiday Tournament	1,250.00
Bill	12/20/2022	Tater Patch'	2022 Summer Concert Series	2,000.00
Bill	12/20/2022	Rolla Lions Club	Oktoberfest	1,250.00
Bill	12/20/2022	Honoring Our Heroe...	Honoring our Heroes Marathon	1,500.00
<b>Total Destination Rolla Grant</b>				<b>14,250.00</b>
<b>TOTAL</b>				<b>14,250.00</b>

## Land/Building Issues

This past year, we completed the remodel of the Visitor Center kitchen and bathrooms.



# Benchmarks FIVE YEARS

The following reports include the performance benchmarks outlined in the contract between the City of Rolla and the Rolla Chamber.

The benchmarks include:

- Motel Tax collected compared to prior years.
- Hotel/Motel Occupancy Report (Average Daily Rate, Occupancy).
- Number of hits on the tourism website compared to prior years.
- Number of visitors to the Visitor Center compared to prior years.
- Impact of tourism grant for a year (visitors/night stays).

## Motel Tax Performance

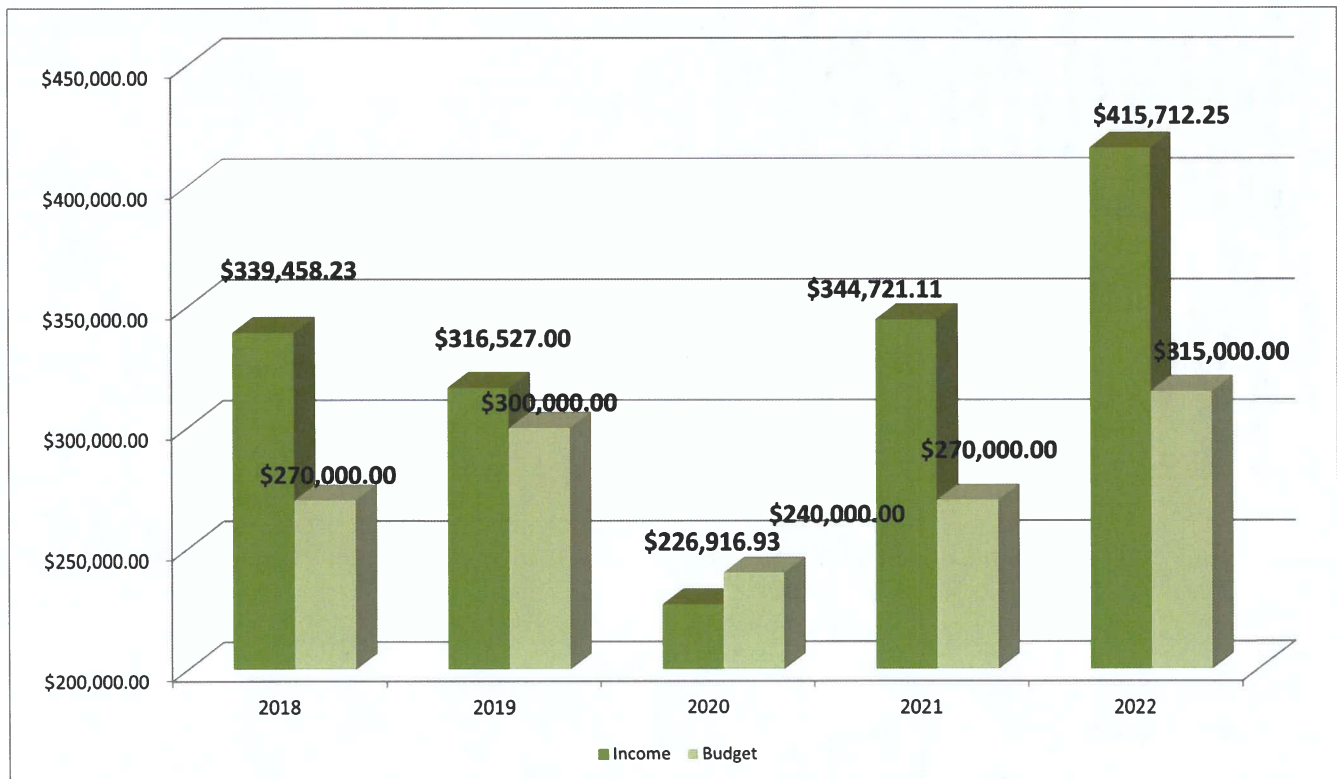
This report reflects 90% of the motel tax that is collected by the City of Rolla. The additional 10% of the collected tax is kept by the City for tourism related services and administration fees.

This chart shows the five year comparison of Motel Tax income vs the budgeted amount expected. The RACC Board of Directors budgets very conservative amounts. We have been fortunate through the years to have strong income from the motel tax.

Motel Tax income was drastically impacted by the lack of travel and events in 2020. 2021 started off in a similar fashion but bounced back during summer travel. 2022 performed better than expected.



## MOTEL TAX INCOME VS BUDGET



## Lodging Performance

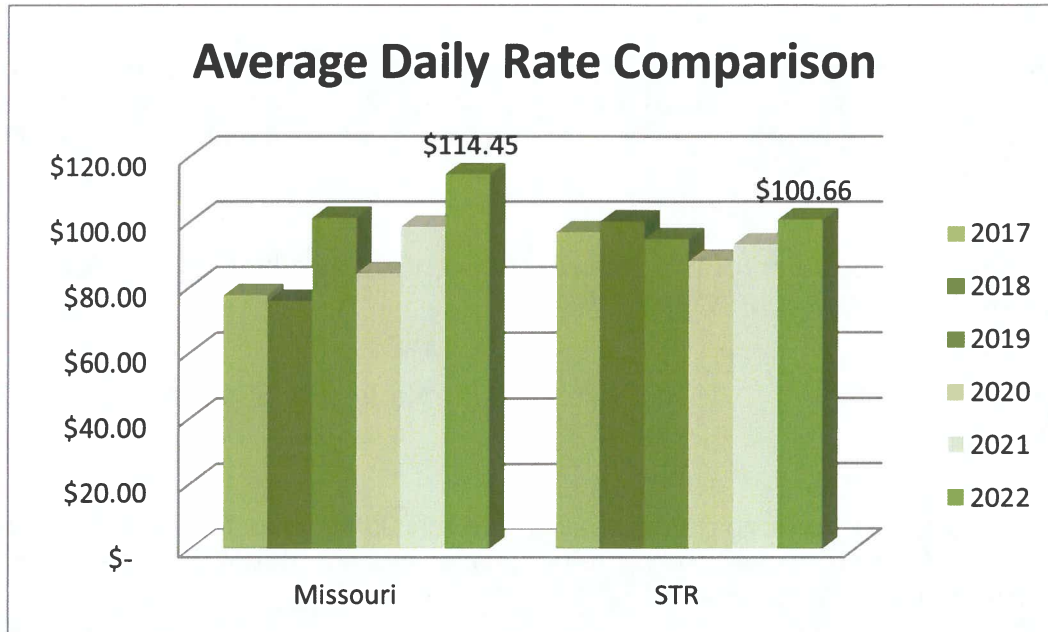
This data is compiled from Smith Travel Research (STR). STR is a service the RACC pays for, and the chain hotels report their figures to this service. This is a trusted source for the reported information as hotels will use this data to track their performances and compare it to their competitors. STR provides the information reported from our local hotels, however we don't know the names of who is reporting what information. STR also provides the information for the state as well.

In the ADR Chart you will see the average daily rate for Rolla hotels is just below the state average. Making it affordable to stay in Rolla.

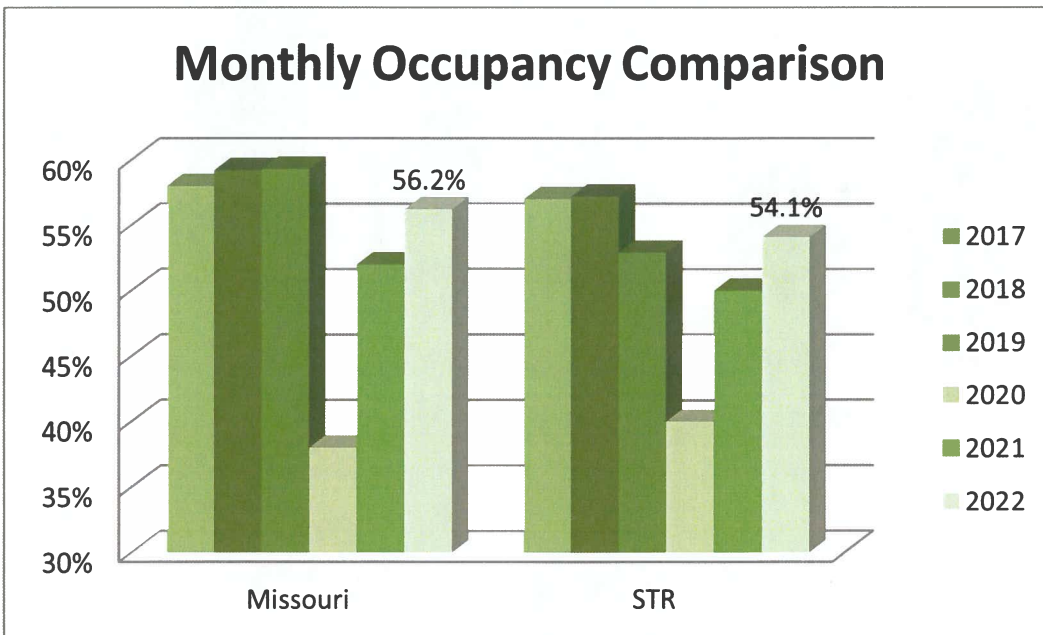
The Occupancy Comparison reflects a comparison of the occupancy reported locally, the state average and the information collected from local hotels on the STR report.

The Occupancy Chart indicates the occupancy rate for Rolla hotels is within the average for the state as a whole.

**AVERAGE DAILY RATE COMPARISON**



**MONTHLY OCCUPANCY COMPARISON**



# Website Stats

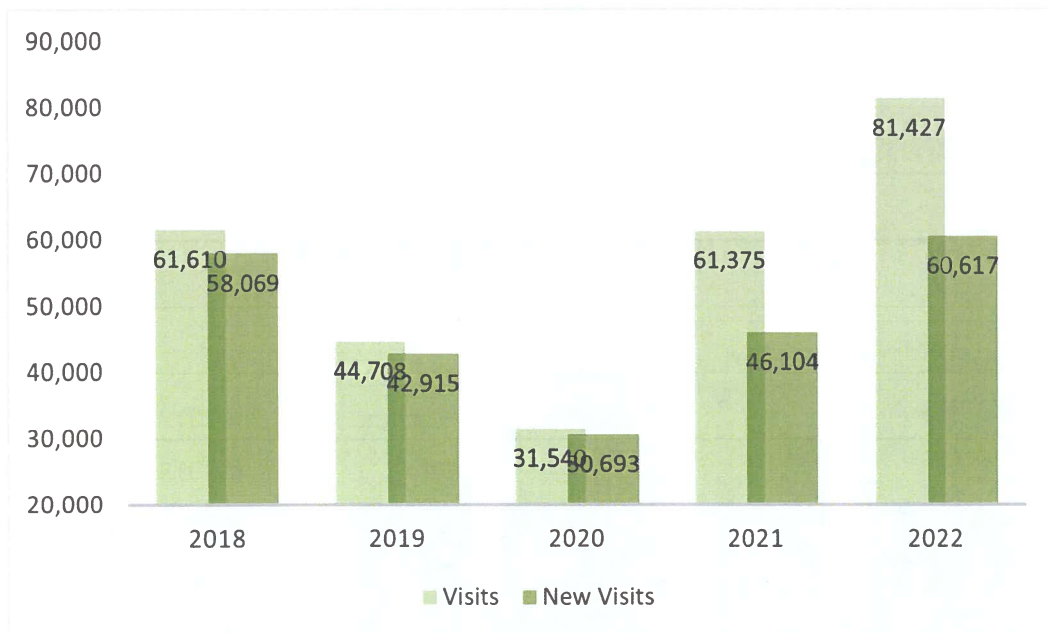
This data is tracked for [www.visitrolla.com](http://www.visitrolla.com) using Google Analytics. VisitRolla.com is a popular site for people traveling to the area as well as for locals. One of the most popular pages of the site is the Calendar of Events. Our office strives to gather information on all the area events so our website can better serve its visitors.

Even though the site is most popular for the Calendar of Events, it also highlights lodging, attractions, restaurants, meeting rooms, and caterers.

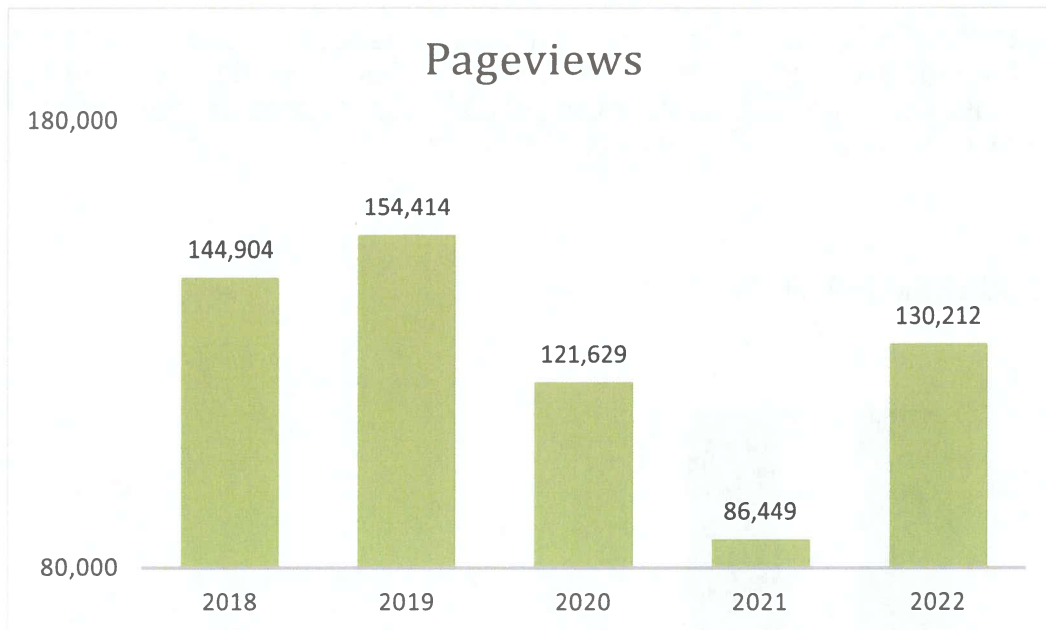
We partnered with Madden Media in 2019 for Search Engine Marketing (SEM), to improve the traffic to our site.

In the Visits Chart you will see traffic to the site has grown by 20,000 visits from 2021. In the Pageviews Chart you will see we had 43,763 more pageviews in 2022 than 2021. This was an overall strong improvement to our site traffic.

## VISITS VS NEW VISITORS



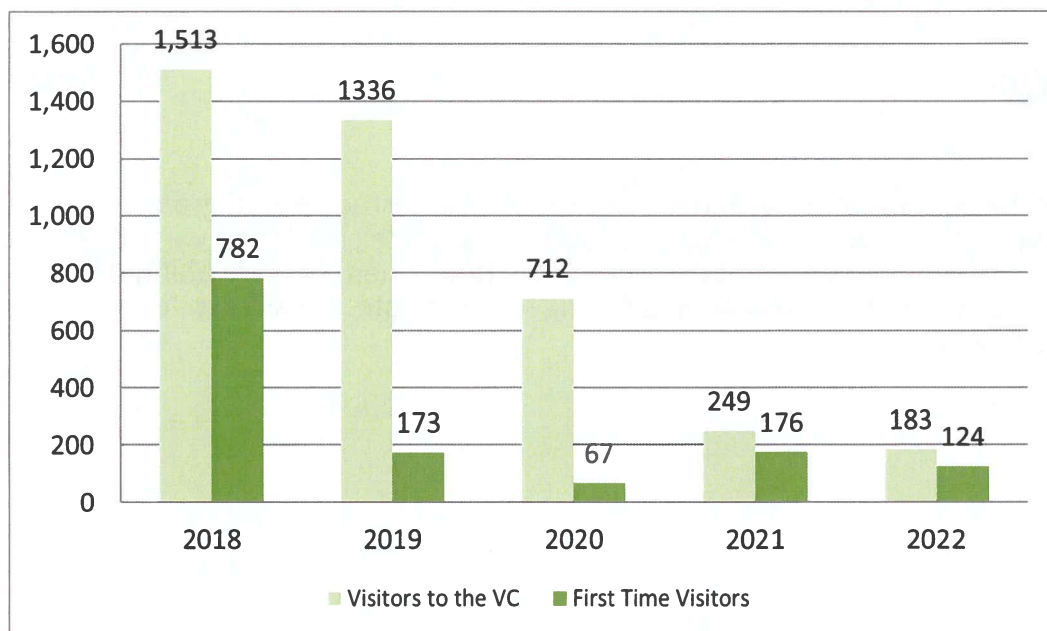
## PAGEVIEWS



## Visitor Center Performance

This data is tracked from our guest sign in sheet and a data sheet logged by our Executive Assistant. Not everyone that visits signs in so this is collected to the best of our abilities.

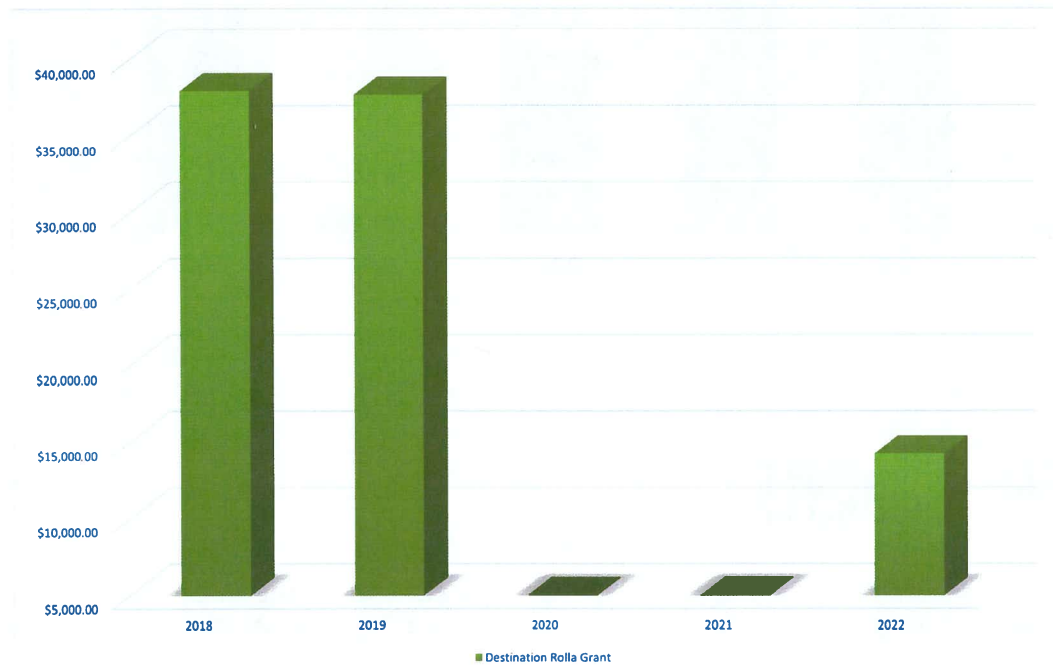
### VISITORS VS FIRST TIME VISITORS



# Destination Rolla Grants

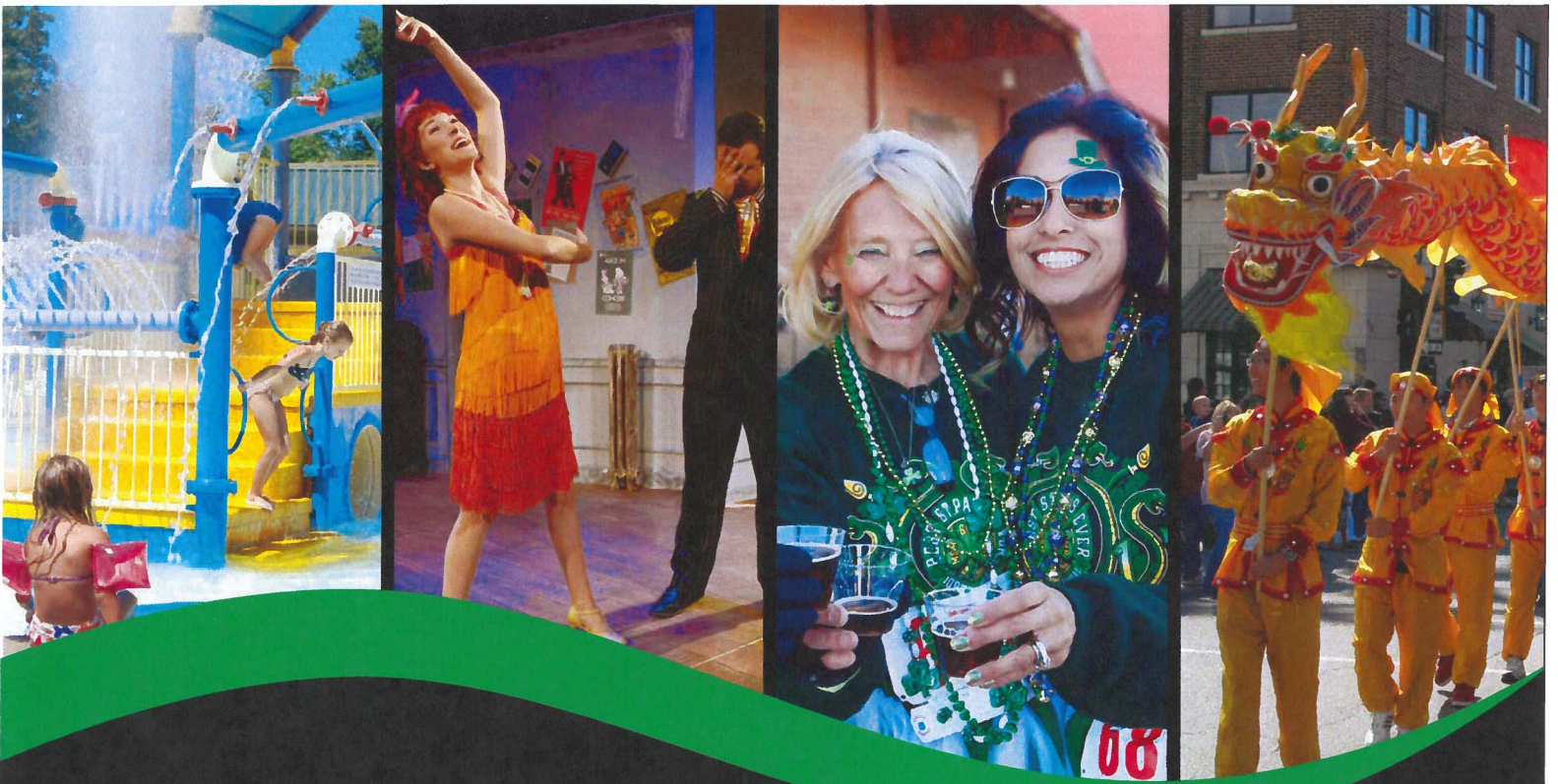
Each year the RACC Board of Directors allocates money to be used on Grants to attract others to host their meetings and events in the Rolla area. Due to the declined traffic in 2020 and 2021, no grants were awarded during those years. The grant program has returned in 2022 with several changes making it a better program for its use.

## DESTINATION ROLLA GRANT COMPARISON



## Closing Remarks

2022 was a wonderful year for tourism in our community. We hosted several groups to overnight stays, community events were back in full swing, and leisure travel was back to its pre-COVID normal. We were unsure what the year would hold when we were planning everything in 2021 but we ended the year on a strong tourism note. We are expecting continued success in 2023.



Rolla Area Chamber of Commerce  
2023  
TOURISM  
MARKETING  
PLAN

# Table of Contents

Executive Summary	2
Situation Analysis	
SWOT	3
Market Trends	4
Target Markets	6
Marketing Strategy	
Tactics & Promotional Tools	7
2023 Goals	9
Performance Measures	
Tourism Research	10
Evaluation	11

# Executive Summary

*Rolla* is a safe, clean, attractive community with an appealing mix of tourism products and activities of interest to the visitor market. Nestled in a haven of outdoor life, Rolla is surrounded by the timeless beauty of the Ozarks. Rolla's central location between St. Louis and Branson at the convergence of I-44, US 63 and Missouri Hwy 72 makes it an optimal destination for tour buses, business meetings and events.

Rolla's tourism industry is operating in a new era—driven by economic challenges, evolving demographics, emerging technology and shifts in consumer travel patterns. We see this as an opportunity to strategically market Rolla in a way that is proactive, creative and forward-thinking. The 2023 Marketing Plan is the road map for getting there.

Our mission is to stimulate the economic vitality of the Rolla area by attracting business and leisure visitors.

Our vision is to provide visitors with a quality experience and be considered a great place to visit, live, work and play.

On behalf of the Rolla Area Chamber of Commerce and Visitor Center, we are pleased to present the Marketing Plan for 2023. The Plan identifies Rolla's strengths, weaknesses, opportunities and threats; identifies Rolla's target markets; outlines goals and strategies; and provides benchmarks to measure effort and effectiveness.

The Rolla Chamber of Commerce along with its business and community partners will work to further the success of Rolla as a tourist and meeting destination while supporting the quality of life for our residents.

*Stevie Kearse*  
Executive Director

*Aimee Campbell*  
Tourism Director



# Situation Analysis

## SWOT OVERVIEW



Centrally located between St. Louis and Branson

Missouri University of Science & Technology

Arts, culture and history

Variety of festivals and events

Organization stability

Destination Rolla Grant program

Located on Route 66

Traffic congestion

Very limited public transportation

Blighted areas

Limited convention/meeting space

Social media marketing

Amateur sporting events

University relations

Fort Leonard Wood relations

Community brand awareness

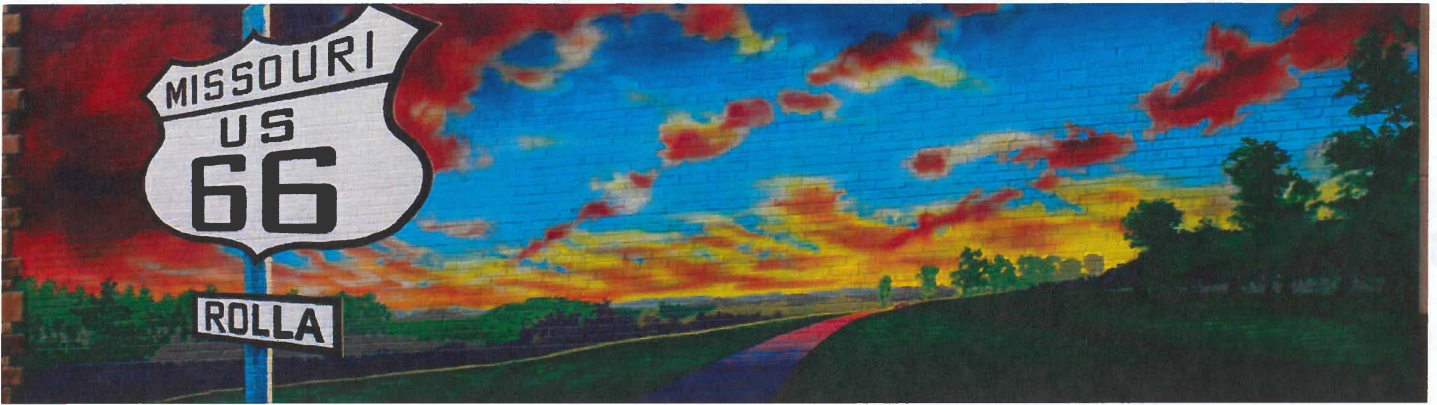
Outdoor-focused travelers

Regional growth and expansion

Community knowledge of tourism assets

Limited budget

Airbnb & VRBO affecting motel tax



## TOURISM MARKET Trends for 2023

Mobile platforms and responsive websites are the primary engagement platform for travelers. Over 79% of web traffic to VisitRolla.com came from mobile & tablet users in 2022.

Travelers are demanding more information, control, interaction, and personalization.

Technology is enabling faster decision-making by customers, thereby, increasing business to a destination. Google Business listings are key.

Marketers have to speak to their niche markets directly, using key messages crafted specifically for that audience. Gone are the days of mass marketing.

Visitors want access to information while they're here. There's a need for Wi-Fi and high speed internet while they travel.

Destinations are embracing user-generated content through blogs, photos & video.

Frontline staff interactions with visitors are essential in a hi-tech world. Visitors to Rolla expect friendly, welcoming locals, kindness and superior customer service.

Social Media platforms, specifically images and video are key when it comes to connecting with potential visitors.



## TARGET MARKETS

Building upon previous campaigns, the Rolla Chamber will continue to position Rolla as a destination for the arts and cultural experiences, festivals and events. For tourism to flourish in our area our local residents should be our strongest ambassadors.

Tourism growth should be focused on market segments that are most desirable and can yield the highest return on investment of limited tourism marketing dollars. Taking into account Rolla's current tourism infrastructure, the following key groups of customers represent the most attractive targets:

**Visiting Friends and Relatives** - The Missouri University of Science and Technology draws a significant amount of visitors, and is considered one of the largest built-in markets impacting the Rolla area. Neighboring Fort Leonard Wood also impacts the Rolla area with its weekly graduations.

**Corporate/Business Travelers** - Individuals traveling on business often extend their participation to tourism activities. RACC works with area meeting and conference planners to provide Rolla information in an effort to enhance the business traveler's experience.

**Tour Groups** - Rolla is not generally noted as a group destination. Considering its central location, it is to RACC's advantage to target groups destined for Branson and St. Louis. Marketing to tour groups also includes partnering with surrounding communities to create a multiple day itinerary, incorporating Fort Leonard Wood, Pulaski County, and St. James.

**Day Trippers** - People continue to take shorter and more frequent trips, and these short haul feeder markets will continue to be an area of focus, with the hope of converting more day trips to overnight stays.



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## TARGET MARKETS (cont.)

**Route 66 Enthusiasts** - Rolla's location on Historic Route 66 offers a prime opportunity to draw a new visitor audience. A significant amount of Rolla Visitor Center traffic is a result of Route 66. It would serve to reach out to this audience and perhaps encourage them to explore Rolla further.

**Sporting Events** - Destination sporting events, especially youth and amateur sporting events, are among the fastest growing marketing segments in the country, an industry worth over \$9 billion annually, according to the National Association of Sports Commissions. Rolla is an ideal location for sporting events, activities and competitions. The amenities available within the community are matched by the enthusiasm and hospitality displayed by the residents. With over 300 acres of park land, 50,000 square feet of gymnasium space, and meeting rooms, space is available for a number of high quality events.





# Marketing Strategy

## TACTICS & PROMOTIONAL TOOLS

We will undertake a wide range of digital and traditional communication to market Rolla in 2023. Key strategic elements include the following:

### WEBSITE

All tourism entities have a FREE business listing on our website, VisitRolla.com. We want to ensure the most up-to-date information is provided to our visitors. We also offer a free listing for festivals and events happening in Phelps County. Our organization will continue to invest in Search Engine Marketing in 2023. Keywords will be purchased in Google to promote visitrolla.com and increase our visibility in search engine results pages.

Blog articles are posted on the website monthly or more frequently during peak tourism months. Blog content provides the reader with up-to-date information, a sort of virtual tour guide.

### SOCIAL MEDIA

Social media marketing is a cost-effective and trackable method for expanding market reach. Rolla Tourism has a Facebook and Instagram page, both of which continue to grow with dedicated followers. We will continue to find new ways to interact, encourage conversation and increase engagement. A Facebook advertising campaign will be used to promote upcoming events. We will encourage our tourism partners to tag us in posts and photos on social, and also use the hashtag #loverollamo.

## MARKETING Strategy (cont.)

### PRINT PUBLICATIONS

While we continue to prioritize digital marketing, we also know that visitor guides and print maps are still key for travel planning. We currently produce a Rolla Visitor Guide and Phelps County Map and plan to produce a Phelps County Route 66 Guide. We contract with a brochure distribution company to distribute Rolla Visitor Guides to over 20 locations.

### BILLBOARDS

We have two billboards along Interstate 44, one on the east end and one on the west end of Rolla. In 2023 we will rewrap the billboards with a new design. This billboard design will remain in place through 2025.

### PRINT ADVERTISING

Print isn't dead! Print advertising is an efficient way of establishing our brand identity and for communicating to a specific target market. People choose to engage with a printed publication. We will use print advertising to tell our story and evoke a Rolla experience.

### RADIO CAMPAIGN

Commercials highlighting events will air on major radio stations in our area throughout the year. Rolla Tourism will also run a generic commercial to drive listeners to [visitrolla.com](http://visitrolla.com).

### TEXT ALERTS

SMS marketing is a quick form of communication that is increasingly popular for businesses and organizations to connect with customers. Within the last couple of years, we have implemented this marketing strategy to provide subscribers with information on upcoming events. Text alerts are sent out on a weekly basis.

### PHOTOS

We will continue to grow our photo library. Our photography will reflect what it's like to eat, stay and play in Rolla. We will use high-quality photographs that showcase Rolla, ones that create a sense of wonder and tell an interesting story.

### VIDEOS

Video is a fantastic tool to hook your audience. Over the last few years we have incorporated the use of video on our social media channels and plan to expand that in 2023.

### FAMILIARIZATION TOURS

We will provide an opportunity for tour group planners to visit Rolla and experience all we have to offer. The "Be Our Guest" campaign will allow any tour group planner and a guest an all-expense paid overnight stay that includes, dinner, tickets to a show and tours of our attractions

### PARTNERSHIPS

A like-minded partnership approach to marketing provides greater strength, unity, and leveraged results. Rolla Tourism is fortunate to have such partnerships with Geared for Phelps, Rolla Downtown Business Association, and Explore the Fort. Frequent meetings are held with these organizations to collaborate on marketing efforts and events.



# 2023 Goals

Strengthen partnerships with Rolla Lodging Properties by hosting a meeting to encourage networking and communication. Assist them with their listings on VisitRolla.com and VisitMo.com.

Partner with local attractions for the "Be Our Guest" campaign (FAM visits for tour planners).

Continue marketing efforts in FLW to heighten awareness of attractions, events, and businesses in the Rolla area.

Enhance electronic marketing by utilizing event ads on VisitRolla.com, growing social media posts, paid Facebook advertising, and text alerts.

Disseminate special welcome packets for event attendees in an effort to increase traffic to dining, shopping and entertainment venues.

Work with area sports organizations to encourage more sporting events in the area through our grant process, planning assistance and RFP research.

Focus on content marketing through video and images on social media channels and website

Enhance our radio advertising campaign to focus on promoting tourism-related events.

# Performance Measures

RACC tracks a variety of metrics and measures for both overall destination performance and marketing progress. Motel tax revenue and lodging occupancy are monitored on a monthly basis. In addition, we monitor website activity, track Visitor Center traffic and group tour activity in Rolla. On a comparative monthly basis they will look at what happened the year before; the degree of marketing effort compared to the prior year; and effectiveness of our marketing campaigns.

## TOURISM RESEARCH

Research plays a vital role in tourism planning by uncovering the latest visitor trends and travel habits. The following will be utilized to measure visitation data:

- **STR Report** - Track lodging occupancy, rates, demand and revenues generated in Rolla by receiving monthly reports from Smith Travel Research.
- **Tourism Updates** - Follow industry trends and the latest tourism research through reports provided by the MO Division of Tourism, MO Association of Convention and Visitor Bureau, MO Travel Alliance and National Association of Sports Commissions.
- **In-House Tracking Methods** - Track Rolla Visitor Center traffic and requests for tourism information.
- **Event Surveys** - Collaborate with event planners to conduct surveys during Rolla events







MISSOURI

US

66

ROLLA

## *Evaluation*

Targeted marketing programs and activities are evaluated for effectiveness and return on investment by:

- *Website Traffic* - Track visits, sources and demographics through Google Analytics.
- *Social Media Reach* - Measure ad performance, number of shares and follower engagement.
- *E-Communications* - Track E-Newsletter readership.

2023

# Fiscal Year 1st Quarter Report



**Rolla Municipal Utilities**

Provided to Rolla City Council

February 21, 2023

II. B.1

## TABLE OF CONTENTS

<b><i>Board of Public Works Statement</i></b>	<b>3</b>
<b><i>First Quarter Financial Recap</i></b>	<b>4</b>
<b><i>Status of Pending Projects</i></b>	<b>5-6</b>
<b><i>Miscellaneous</i></b>	<b>7</b>



## A STATEMENT BY THE BOARD OF PUBLIC WORKS

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

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

The Board has three primary obligations:

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

Regarding Service Interruptions:

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

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

No merchandise will be sold in competition with local merchants.

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

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

## Rolla Board of Public Works

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

## **FIRST QUARTER FINANCIAL RECAP (Unaudited)**

### **OPERATING INCOME and EXPENSES**

	<b>1st Quarter FYTD 2022</b>	<b>1st Quarter FYTD 2023</b>	<b>CHANGE</b>
<b>OPERATING REVENUES</b>	\$7,223,454	\$7,273,504	\$50,050
<b>OPERATING EXPENSES</b>	(\$7,147,325)	(\$8,677,335)	\$1,530,010
<b>OPERATING INCOME</b>	\$76,129	(\$1,403,831)	(\$1,479,960)
<b>OTHER INCOME &amp; EXP.</b>	\$213,840	\$294,923	\$81,083
<b>NET INCOME</b>	\$289,969	(\$1,108,908)	(\$1,398,877)

Upon completion of the first quarter of Fiscal Year 2023, we are showing operating loss of \$1,403,831. This is a decrease of over \$1,327,702 from the 1<sup>st</sup> quarter of 2022.

Total operating expenses for the 1<sup>st</sup> quarter of 2023 was \$8,677,335. This is up \$1,530,010 from the 1<sup>st</sup> quarter of 2022.

Total Net Income for the 1<sup>st</sup> quarter of 2023 was (\$1,108,908). The overall loss of the first quarter is largely due to an increase in wholesale cost and an increase in MWh purchased.



## STATUS OF PENDING PROJECTS

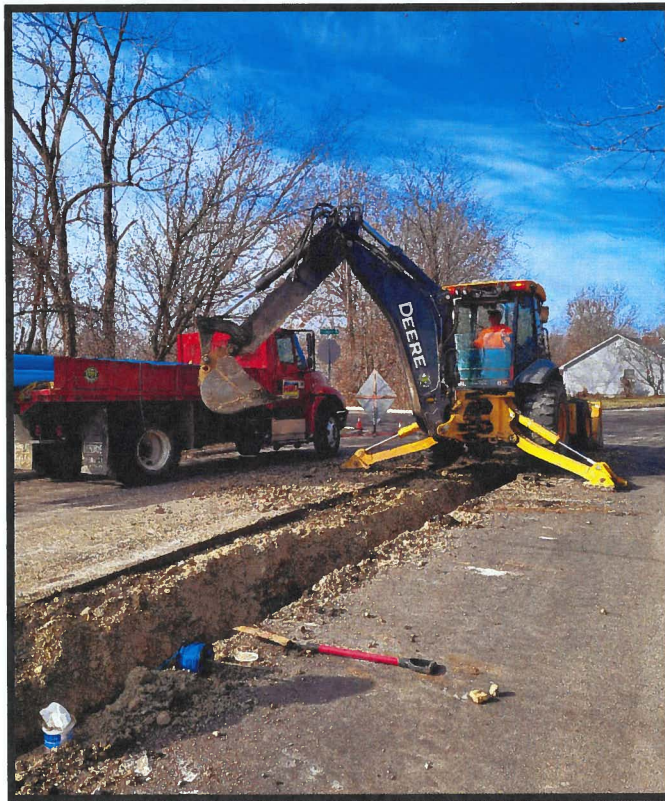


### **ELECTRIC DEPARTMENT**

- 18<sup>th</sup> Street from McCutchen Drive to Harvey Lane  
Relocated existing overhead 34kV sub-transmission to 18<sup>th</sup> Street right-of-way and construction of new 12 kV overhead distribution was completed in November and the line was energized on December 14, 2022.
- Generators  
Crews worked to install fuel filter heaters at the generation systems in order to help with fuel gelling issues. This was brought to light during winter storm Uri and the project was completed December 8, 2022.
- 602 North Cedar  
Reconfiguration of electric distribution including conversion of overhead lines to underground to provide new transformer and metering for commercial development.
- Upcoming Projects
  - a. New electric and water services for MO S&T Protoplex - pending University work
  - b. Replacement of underground primary on Aintree Road, Steeplechase Road, Lariat Lane, Fox Creek Road, Rolla Apartments, Brighton Court
  - c. 9<sup>th</sup> Street Conversion – Phase 1 – Convert overhead electric distribution to underground from 9<sup>th</sup> and Rolla St to 10<sup>th</sup> and State St.
  - d. New underground distribution at Ann Lee Estates subdivision on S. Rolla Street will take place as construction progresses.
  - e. Ongoing changes – Removal of overhead services not in use.

## **WATER DEPARTMENT**

- Well 15 Failure  
Pump and motor failure on December 8<sup>th</sup>. Replaced pump, motor, check valves and piping. Returned to service December 16, 2022
- HyPoint 3 Well – Placing well into service – In Progress
- MO S&T relocation of water meter on State Street north of 11<sup>th</sup> Street pending work by University contractor
- Upcoming Projects – Replacement of old water main
  - a. Eastwood Drive
  - b. Elmwood Drive
  - c. Main Street from 9<sup>th</sup> Street to 10<sup>th</sup> Street
  - d. Main Street from Main to Rolla Street
  - e. 10<sup>th</sup> Street from Main Street to State Street
  - f. Rolla Street from 10<sup>th</sup> Street to 11<sup>th</sup> Street
  - g. Avon Court



## **FIBER**

- MO S&T - Extension of fiber system to new S&T General Services Building on Spruce Drive is in progress
- Nagogami Substation to Nagogami Standpipe – Extension of fiber system to reduce reliance on radios.
- Heritage Substation – Fiber extension to allow for high bandwidth connection instead of utilizing radio system.

## **MPUA/MoPEP UPDATES**

### ➤ December MoPEP Board meetings

There were three MoPEP meetings in December. Highlights from those meetings:

- a) Winter Capacity Markets for SPP & MISO look good for typical winter scenarios, however under extreme winter conditions coupled with extreme facility outages, capacity could be problematic in MISO RTO markets. SPP appears OK in this extreme scenario.
- b) One of the new features at the MPUA Board meeting is a Spotlight Issue section. This month was on Banking Fraud Awareness. There were some good ideas and recommendations to include ACH Blocks on accounts and Positive Pay Controls to prevent fraud on our accounts.
- c) 10 of our 11 solar farms will be under MJMEUC ownership by years end.
- d) We are reviewing the feasibility of a jointly owned natural gas facility in Illinois with approximate 2026 commercial operation. Many of our same partners in Prairie State could be involved in the project. One downside is the fossil fuel moratorium recently passed by the IL legislature which will be factored into any decision.
- e) Ameren and Evergy have initiated electric rate cases with MoPSC. Requested electric increases range from 5.65% -11.6%.
- f) We are researching Electric Infrastructure Grants available with IIJA funding. Next application deadline is early next year and we are investigating possibility of a qualifying AMI system.
- g) MoPEP Capacity Credits are scheduled to increase just over 6% starting in January.
- h) We have started Generation Roundtables to discuss our local generation, maintenance and operational strategies and virtual ownership/control.
- i) On the legislative front, bills are being pre-filed for next year's session. Many of the pre-filed bills affecting our operations are similar to bills we have seen in previous sessions.
- j) Bourne is being nominated by MPUA for a position on APPA's Deed Board.

## **MISCELLANEOUS**

- Winter Storm Elliott - December 23, 2022
- Challenges with replacement time frames for line truck and supplies and modifications to RMU purchasing policies to accommodate.
- Leak Detection Survey Results
- Community Outreach Efforts



**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD:** City Administrator, John Butz

**ACTION REQUESTED:** Ordinance Final Reading

**ITEM/SUBJECT:** Ordinance to Amend Rolla's Indoor Smoke Free Act to include Marijuana

**TOTAL BUDGET APPROPRIATION:** NA

**DATE:** February 21, 2023

\*\*\*\*\*

**COMMENTARY:**

With smoking/consumption now legal in Missouri the city is recommending action on the first amendment involving the City's Indoor Smoke Free Air Act of 2011. Smoking of tobacco is currently prohibited in indoor workplaces. The attached ordinance amends the definition of "smoking" to include tobacco and marijuana. In addition the City's penalty provision of violations for public smoking currently has a graduated scale from \$100 to \$500 for repeat offenders. Amendment 3 limits the penalty for violation of smoking in public places to \$100.

**Recommendation:** Final Reading to amend Rolla's Indoor Smoke Free Act to include Marijuana.

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

AN ORDINANCE REPEALING SECTIONS 19-10(a)(M) AND 19(l)(B) OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI AND ENACTING NEW SECTIONS 19-10(a)(M) AND 19(l)(B) IN LIEU THEREOF PROHIBITING SMOKING IN INDOOR WORKPLACES AND PUBLIC PLACES.

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

**Section 1:** That Section 19-10(a)(M) of the General Ordinances of the City of Rolla, Missouri, known as the code of the City of Rolla, Missouri is hereby repealed and new Section 19-10(a)(M) is hereby enacted in lieu thereof as follows:

Section 19-10(a). Definitions.

M. "Smoking" means the burning of tobacco and marijuana for the purpose of inhaling or exhaling the fumes of that burning substance.

**Section 2:** That Section 19-10(l)(B) of the General Ordinances of the City of Rolla, Missouri known as the code of the City of Rolla, Missouri is hereby repealed and new Section 19-10(l)(B) is hereby enacted in lieu thereof as follows.

Section 19-10(l). Violations and Penalties.

B. Except as otherwise provided in Section 10(A), a person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this Article shall be guilty of an infraction, punishable by a fine not exceeding one hundred dollars(\$100) for a violation.

**Section 3:** 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 21st DAY OF FEBRUARY 2023.

APPROVED:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

COPY

Article II - INDOOR SMOKE FREE AIR ACT OF 2011

**Sec. 19-10. Prohibition of Smoking in Indoor Workplaces and Public Places.**

WHEREAS, this Article shall be known as the City of Rolla Indoor Smoke Free Air Act of 2011.

WHEREAS, the City Council of the City of Rolla, Missouri does hereby find that: The 2006 U.S. Surgeon General's Report, *The Health Consequences of Involuntary Exposure to Tobacco Smoke*, has concluded that (1) secondhand smoke exposure causes disease and premature death in children and adults who do not smoke; (2) children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory problems, ear infections, and asthma attacks, and that smoking by parents causes respiratory symptoms and slows lung growth in their children; (3) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer; (4) there is no risk-free level of exposure to secondhand smoke; (5) establishing smokefree workplaces is the only effective way to ensure that secondhand smoke exposure does not occur in the workplace, because ventilation and other air cleaning technologies cannot completely control for exposure of nonsmokers to secondhand smoke; and (6) evidence from peer-reviewed studies shows that smokefree policies and laws do not have an adverse economic impact on the hospitality industry. (U.S. Department of Health and Human Services. *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General*. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion. Office on Smoking and Health, 2006)

WHEREAS, the Public Health Service's National Toxicology Program (NTP) has listed secondhand smoke as a known carcinogen. (Environmental Health Information Service (EHIS), "Environmental tobacco smoke: first listed in the Ninth Report on Carcinogens," U.S. Department of Health and Human Services (DHHS), Public Health Service, NTP, 2000; reaffirmed by the NTP in subsequent reports on carcinogens, 2003, 2005)

WHEREAS, a significant amount of secondhand smoke exposure occurs in the workplace. Employees who work in smoke-filled businesses suffer a 25-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and measurable decrease in lung function. (Pitsavos, C.; Panagiotakos, D.B.; Chrysoshoou, C.; Skoumas, J.; Tzioumis, K.; Stefanadis, C.; Toutouzas, P., "Association between exposure to environmental tobacco smoke and the development of acute coronary syndromes: the CARDIO2000 case-control study," *Tobacco Control* 11(3): 220-225, September 2002.)

WHEREAS, secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease. (California Environmental Protection Agency [Dal EPA]), "Health effects of exposure to environmental tobacco smoke", *Tobacco Control* 6(4): 346-353, Winter, 1997.) The Americans with Disabilities Act, which requires that disabled persons have access to public places and workplaces, deems impaired respiratory function to be a disability. (Daynard, R.A., "Environmental tobacco smoke and the Americans with Disabilities Act," *Nonsmokers' Voice* 15(1): 8-9.)

WHEREAS, given the fact that there is no safe level of exposure to secondhand smoke, the American society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) bases its ventilation standards

on totally smokefree environments. ASHRAE has determined that there is currently no air filtration or other ventilation technology that can completely eliminate all the carcinogenic components in secondhand smoke and the health risks caused by secondhand smoke exposure, and recommends that indoor environments be smokefree in their entirety. (Samet, J.; Bohanon, Jr., H.R.; Coultas, D.B.; Houston, T.P.; Persily, A.K.; Schoen, L.J.; Spengler, J.; Callaway, C.A., "ASHRAE position document on environmental tobacco smoke," American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), 2005.)

WHEREAS, hundreds of communities in the U.S., plus numerous states, including Arizona, Delaware, Illinois, Iowa, Massachusetts, New Jersey, New York, Ohio, Utah and Washington, have enacted laws requiring all workplaces, restaurants, bars and other public places to be smokefree, as have numerous countries, including Bhutan, France, Iceland, Ireland, New Zealand, Norway, Singapore, Uruguay, and the United Kingdom constituent countries of England, Northern Ireland, Scotland, and Wales.

WHEREAS, the smoking of tobacco is a form of air pollution, a positive danger to health, and a material public nuisance.

WHEREAS, accordingly, the City Council of the City of Rolla, Missouri finds and declares that the purposes of this ordinance are (1) to protect the public health and welfare by prohibiting smoking in public places and places of employment; and (2) to guarantee the right of nonsmokers to breathe smokefree air, and to recognize that the need to breathe smokefree air shall have priority over the desire to smoke.

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

(a) Definitions.

The following words and phrases, whenever used in this Article, shall be construed as defined in this Section:

- A. "Bar" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guest on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.
- B. "Business" means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.
- C. "Employee" means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit.
- D. "Employer" means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.

- E. **"Enclosed Area"** means all space between a floor and ceiling that is enclosed on all sides by permanent or temporary walls or windows (exclusive of doorways), which extend from the floor to the ceiling.
- F. **"Health Care Facility"** means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.
- G. **"Place of Employment"** means an area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" unless it is used as a childcare, adult day care, or health care facility.
- H. **"Private Club"** means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreations, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501.
- I. **"Public Place"** means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, gaming facilities, health care facilities, hotels and motels, laundromats, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, indoor sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it used as a childcare, adult day care, or health care facility.
- J. **"Restaurant"** means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.
- K. **"Service Line"** means an indoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to, ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.

- L. **"Shopping Mall"** means an enclosed public walkway or hall area that serves to connect retail or professional establishments.
- M. **"Smoking"** means the burning of tobacco for the purpose of inhaling or exhaling the fumes of that burning substance.
- N. **"Sports Arena"** means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

(Ord. 4010 §1; Ord. 4030, §1)

**(b) Application of Article of City-Owned Facilities.**

All enclosed facilities, including buildings and vehicles owned, leased or operated by the City of Rolla, Missouri, shall be subject to the provisions of this Article.

(Ord. 4010 §2; Ord. 4030, §2)

**(c) Prohibition of Smoking in Enclosed Public Places.**

Smoking shall be prohibited in enclosed public places subject to the exclusions within this ordinance, within the City of Rolla, Missouri, including but not limited to the following places:

- A. Aquariums, galleries, libraries, and museums.
- B. Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, banks, laundromats, professional offices, and retail service establishments.
- C. Bars.
- D. Bingo facilities.
- E. Childcare and adult day care facilities.
- F. Convention facilities.
- G. Educational facilities, both public and private.
- H. Elevators.
- I. Gaming facilities.
- J. Health care facilities.
- K. Hotels and motels, except as otherwise provided.
- L. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- M. Polling places.

*Rolla Parks*

- N. Public transportation vehicles, including buses and taxicabs, under the authority of the City of Rolla, Missouri, and ticket, boarding, and waiting areas of public transportation facilities, including bus, train, and airport facilities.
- O. Restaurants.
- P. Restrooms, lobbies, reception areas, hallways, and other common-use areas.
- Q. Retail stores.
- R. Rooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the City of Rolla, Missouri or a political subdivision of the State, to the extent the place is subject to the jurisdiction of the City of Rolla, Missouri.
- S. Indoor service lines.
- T. Shopping malls.
- U. Sports arenas, including enclosed places in outdoor arenas.
- V. Theaters and other facilities primarily used for exhibiting motion pictures, stage dramas, lectures, musical recitals, or other similar performances, (except when the smoking is part of a theatrical production).

(Ord. 4010 §3; Ord. 4030, §3)

**(d) Prohibition of Smoking in Places of Employment.**

- A. Smoking shall be prohibited in all enclosed facilities within places of employment. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs restrooms, vehicles, and all other enclosed facilities.
- B. This prohibition on smoking shall be communicated to all existing employees by the effective date of this Article and to all prospective employees upon their application for employment.

(Ord. 4010 §4; Ord. 4030, §4)

**(e) Prohibition of Smoking in Private Clubs with Employees.**

Smoking shall be prohibited in all private clubs during such events or activities utilizing the services of compensated employees. This prohibition shall not apply to private clubs that operate strictly with uncompensated volunteers.

(Ord. 4010 §5; Ord. 4030, §5)

**(f) Prohibition of Smoking in Enclosed Residential Facilities.**

Smoking shall be prohibited in the following enclosed residential facilities:

- A. All private and semi-private rooms in nursing homes.
- B. At least 80% of hotel and motel rooms that are rented to guests.

(Ord. 4010 §6; Ord. 4030, §6)

**(g) Where Smoking not Regulated.**

Notwithstanding any other provision of this Article to the contrary, the following areas shall be exempt from the provisions of Sections 3 and 4:

- A. Private residences, except when used as a childcare, adult day care, or health care facility, and except as provided in Section 6.
- B. Not more than twenty percent (20%) of hotel and motel rooms rented to guests and designated as smoking rooms. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this Article. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms.
- C. Outdoor areas of places of employment.
- D. Private clubs at such time where all labor provided is by means of uncompensated volunteers.

(Ord. 4010 §7; Ord. 4030, §7)

**(h) Declaration of Establishment as Nonsmoking.**

Notwithstanding any other provision of this Article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 9 (A) is posted.

(Ord. 4010 §8; Ord. 4030, §8)

**(i) Posting of Signs.**

- A. Either a "No Smoking" sign or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) at least 6" x 3" in size shall be clearly and visibly posted at each exterior entrance to every building by the owner, operator, or manager of that building within which a public place or place of employment where smoking is prohibited by this Article is located. The purpose of the signs and/or symbols is to inform customers, visitors and employees of this Article.
- B. Every motor vehicle regularly engaged in the business of carrying passengers for hire within the City shall have at least one conspicuous sign, visible from the exterior of the vehicle, clearly stating that smoking is prohibited.

(Ord. 4010 §9; Ord. 4030, §9)

**(j) Nonretaliation; Nonwaiver of Rights.**

- A. No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Article or reports or attempts to prosecute a



violation of this Article. Notwithstanding Section 12, violation of this Subsection shall be a misdemeanor, punishable by a fine not to exceed \$500 for each violation.

- B. An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

(Ord. 4010 §10; Ord. 4030, §10)

**(k) Enforcement.**

- A. This Article shall be enforced by the Chief of Police and the City Administrator or their designees. The Phelps/Maries Department of Health Department has agreed to assist with enforcement, data gathering and public education.
- B. Notice of the provisions of this Article shall be given to all applicants for a business license in the City of Rolla, Missouri.
- C. Any citizen who desires to register a complaint under this Article may initiate enforcement with City Administration or the Rolla Police Department.
- D. The Phelps/Maries Department of Health, and Rolla Community Development Department will assist with compliance with this Article while an establishment is undergoing otherwise mandated inspections.
- E. An owner, manager, operator, or employee of an establishment regulated by this Article shall inform persons violating this Article of the appropriate provisions thereof.
- F. Notwithstanding any other provision of this Article, as employee or private citizen may bring legal action to enforce this Article.
- G. In addition to the remedies provided by the provisions of this Section, the City Administrator or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this Article may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

(Ord. 4010 §11; Ord. 4030, §11)

**(l) Violations and Penalties.**

- A. A person who smokes in an area where smoking is prohibited by the provisions of this Article shall be guilty of an infraction, punishable by a fine not exceeding fifty dollars (\$50).
- B. Except as otherwise provided in Section 10(A), a person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this Article shall be guilty of an infraction, punishable by:

1. A fine not exceeding one hundred dollars (\$100) for a first violation.

~~X~~. A fine not exceeding two hundred dollars (\$200) for a second violation within one (1) year.

~~X~~. A fine not exceeding five hundred dollars (\$500) for each additional violation within one (1) year.

C. In addition to the fines established by this Section, violation of this Article by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

D. Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.

(Ord. 4010 §12; Ord. 4030, §12)

**(m) Public Education.**

The City of Rolla and the Phelps/Maries County Department of Health shall engage in a continuing program to explain and clarify the purposes and requirements of this Article to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this ordinance.

(Ord. 4010 §13; Ord. 4030, §13)

**(n) Governmental Agency Cooperation.**

The City Administrator shall periodically request other governmental and educational agencies having facilities within the City of Rolla to establish local operating procedures in cooperation and compliance with this Article. This includes urging all Federal, State, City, and School District agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

(Ord. 4010 §14; Ord. 4030, §14)

**(o) Other Applicable Laws.**

This Article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

(Ord. 4010 §15; Ord. 4030, §15)

**(p) Liberal Construction.**

This Article shall be liberally construed so as to further its purposes.

(Ord. 4010 §16; Ord. 4030, §16)

**(q) Severability.**

If any provision, clause, sentence, or paragraph of this Article or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this Article which can be given effect without the invalid provision or application, and to this end the provisions of

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Resolution**

**ITEM/SUBJECT: Airport Rescue State Block Grant Agreement**

**BUDGET APPROPRIATION (IF APPLICABLE)**

**DATE: 02/21/2023**

\*\*\*\*\*

**COMMENTARY:**

**Attached is a Resolution authorizing the Mayor to enter into an Airport Rescue State Block Grant Agreement.**

**This agreement provides funding to reimburse the airport for wages paid during the 2022 calendar year. The Rolla National Airport was allocated \$32,000 for this grant.**

**Staff recommends approval.**

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

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

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI, TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI, A NOTICE OF AWARD AND GRANT AGREEMENT BETWEEN THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION AND THE CITY OF ROLLA REGARDING THE AIRPORT RESCUE STATE BLOCK GRANT.

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

**Section 1:** That the Mayor of the City of Rolla, Missouri, be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, a Notice of Award and Grant Agreement between the Missouri Highways and Transportation Commission and the City of Rolla, Missouri, a copy of said contract 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 21ST DAY OF FEBRUARY 2023.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

# Exhibit A

Sponsor: City of Rolla  
Project No.: 21-056A-3  
Airport Name: Rolla National

CFDA Number: CFDA #20.106  
CFDA Title: Airport Improvement Program  
Federal Agency: Federal Aviation Administration, Department of Transportation

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AIRPORT RESCUE STATE BLOCK GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Rolla (hereinafter, "Sponsor"). Reference will also be made to the Federal Aviation Administration (hereinafter, "FAA").

### **WITNESSETH:**

WHEREAS, Section 116 of the federal Airport and Airway Safety and Capacity Expansion Act of 1987 amended the previous Act of 1982 by adding new section 534 entitled "State Block Grant Pilot Program", (Title 49 United States Code Section 47128); and

WHEREAS, the Federal Aviation Reauthorization Act of 1996 declared the State Block Grant Program to be permanent; and

WHEREAS, the Commission has been selected by the FAA to administer state block grant federal funds under said program; and

WHEREAS, the Sponsor has applied to the Commission for a sub grant under said program; and

WHEREAS, Title IV of Division M of Public Law 117-2, the American Rescue Plan Act (hereinafter, "ARP Act", or "the Act") and the Missouri General Assembly 2002 appropriations bill, HB 3004, provided General Funds to airports to be utilized for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments; and

WHEREAS, the Airport Rescue State Block Grant is provided in accordance with the ARP Act; and

WHEREAS, the Sponsor has applied to the Commission for an ARP Act sub grant under said program; and

WHEREAS, the Commission has agreed to award funds to the Sponsor with the understanding that such funds will be used for airport operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the ARP Act and HB 3004; and

WHEREAS, this grant is provided in accordance with the ARP Act and HB 3004, as described below, to prevent, prepare for, and respond to the coronavirus. ARP Act airport grant amounts to specific airports are derived by legislative formula; and

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

(1) **PURPOSE:** The purpose of this Airport Rescue State Block Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue State Block Grant Agreement must be used only for purposes directly related to the covered airports and shall be provided to such covered airports using subgrants, which include the terms, conditions, and assurances attached hereto. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue State Block Grant funds may be used to reimburse airport operational expenses directly related to covered airports in Missouri incurred no earlier than January 20, 2020.

Airport Rescue State Block Grant funds also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue State Block Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

(2) **PERIOD OF PERFORMANCE:** The period of performance shall commence on the date this Agreement is executed by the parties. The end date of the period of performance is August 13, 2025, which is four (4) years (1,460 calendar days) from the date of agreement execution between the Commission and the FAA to receive this funding. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance. Unless the Commission receives a written extension from the FAA, the Sponsor must submit all Grant closeout documentation and liquidate (pay off) all obligations incurred under this award no later than one hundred twenty (120) calendar days after the end date of the period of performance (2 Code of Federal Regulations (CFR) § 200.344). The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

(3) **AMOUNT OF GRANT:** The amount of this grant is not to exceed Thirty-Two Thousand Dollars (\$32,000). The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all expenses to ensure that they are qualifying expenses under this program.

(4) **ALLOWABLE COSTS:** These funds shall not be used for any costs that the Commission and/or the FAA has determined to be ineligible or unallowable under the ARP Act.

(5) **INDIRECT COSTS—SPONSOR:** The Sponsor may charge indirect costs

under this award by applying the indirect cost rate identified in the Grant Application as accepted by the Commission, to allowable costs for Sponsor direct salaries and wages only.

(6) FEDERAL SHARE OF COSTS: The United States' share of allowable Grant costs is One Hundred Percent (100%).

(7) COMPLETING THE GRANT WITHOUT DELAY AND IN CONFORMANCE WITH REQUIREMENTS: The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Agreement, the ARP Act, and the regulations, policies, standards and procedures of the United States Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the Commission any disengagement from funding eligible expenses under the Grant that exceeds three (3) months or a twenty-five percent (25%) reduction in time devoted to the Agreement, and request prior approval from the Commission. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are labeled as Exhibit A and attached to the Agreement and incorporated herein by reference, and any addendum that may be attached hereto at a later date by mutual consent.

(8) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(9) EXPIRATION OF GRANT OFFER: This grant offer shall expire, and the Commission shall not be obligated to pay any part of the costs of the project unless this grant Agreement has been executed by the Sponsor on or before April 1, 2023, or such subsequent date as may be prescribed in writing by the Commission.

(10) RECOVERY OF FEDERAL FUNDS: The Sponsor shall take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, in violation of federal antitrust statutes, or misused in any other manner, including uses that violate this Agreement, the ARP Act, or other provisions of applicable law. For the purposes of this Agreement, the term "Federal funds" means funds, however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor shall return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Commission. The Sponsor shall furnish to the Commission, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such federal share shall be approved in advance by the Commission.

(11) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of the project or a lump sum payment upon completion of the work. The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for

reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission. The Sponsor shall comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

(12) ADMINISTRATIVE/AUDIT REQUIREMENTS: The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Commission and shall provide one (1) copy of the completed audit to the Commission. Upon request of the FAA, the Commission and Sponsor shall provide one copy of the completed audit to the FAA.

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

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

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

(C) Nondiscrimination: The Sponsor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

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

(E) Information and Reports: The Sponsor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of



information and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Sponsor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

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

(G) Incorporation of Provisions: The Sponsor shall include the provisions of Paragraph (13) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Sponsor will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Sponsor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

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

(A) Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the grant when the Sponsor is, or has been, in violation of the terms of this Agreement. Any lack of progress that significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. Once such determination is made, the Commission shall so notify the Sponsor in writing. Termination of any part of the grant will not invalidate obligations properly incurred by the Sponsor prior to the date of termination.

(B) The Commission shall have the right to suspend funding of the project at any time and for so long as the Sponsor fails to substantially comply with all the

material terms and conditions of this Agreement. If the Commission determines that substantial noncompliance cannot be cured within thirty (30) days, then the Commission may terminate the funding for the project. If the Sponsor fails to perform its obligations in substantial accordance with the Agreement (except if the project has been terminated for the convenience of the parties) and the FAA requires the Commission to repay grant funds that have already been expended by the Sponsor, then the Sponsor shall repay the Commission such federal funds.

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

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

(17) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matter provided by the Commission except as may be required by statute, ordinance, or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(18) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(19) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(20) INDEMNIFICATION:

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

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

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(21) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any changes in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal, facsimile or electronic mail (email) delivery, addressed as follows:

Commission: Kyle LePage, Administrator of Aviation  
Missouri Department of Transportation  
P.O. Box 270  
Jefferson City, MO 65102  
(573) 526-5571  
(573) 526-4709 FAX  
email: [kyle.lepage@modot.mo.gov](mailto:kyle.lepage@modot.mo.gov)

Sponsor: John Butz  
City Administrator  
P.O. Box 979  
901 N. Elm St.  
Rolla, MO 65402  
(573) 426-6948  
email: [jbutz@rollacity.org](mailto:jbutz@rollacity.org)

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile or email delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of the facsimile or email transmission of the document.

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

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

(24) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

(26) UNITED STATES NOT LIABLE FOR DAMAGE OR INJURY: The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Agreement.

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

(28) BAN ON TEXTING WHILE DRIVING:

(A) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Agreement or subgrant funded by this Agreement.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(B) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Agreement.

**(29) SYSTEM FOR AWARD MANAGEMENT REGISTRATION AND UNIQUE ENTITY IDENTIFIER:**

(A) Requirement for System for Award Management (hereinafter, "SAM"); Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Commission submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

(B) Unique entity identifier (hereinafter, "UEI") means a twelve (12) character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

**(30) SUSPENSION OR DEBARMENT:** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

(A) Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within SAM to determine if the non-federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

(B) Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).

(C) Immediately disclose to the Commission whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2)

suspends or debarbs a contractor, person, or entity.

(D) Insert this clause on suspension or debarment in all contracts and subcontracts that result from this Agreement.

(31) TRAFFICKING IN PERSONS:

(A) The Sponsor as the recipient, the Sponsor's employees, subrecipients under this Agreement, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;

2. Procure a commercial sex act that the period of time that the Agreement is in effect; or

3. Use forced labor in the performance of this Agreement or subawards under this Agreement.

(B) The Commission may unilaterally terminate this award on behalf of the FAA as the Federal awarding agency, without penalty, if the Sponsor or a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in Paragraph (31)(A) of this Agreement; or

2. Has an employee who is determined by the Commission and/or FAA official authorized to terminate the Agreement to have violated a prohibition in Paragraph (31)(A)1. of this Agreement through conduct that is either:

a. Associated with performance under this Agreement; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)", as implemented by the FAA at 2 CFR Part 1200.

(C) The Sponsor must inform the Commission immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in Paragraph (31)(A) during the time period of this Agreement.

(D) The Commission's right to terminate unilaterally that is described in Paragraph (31)(A) above:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)); and

2. Is in addition to all other remedies for noncompliance that are available to the Commission and/or the FAA under this Agreement.

(32) REQUIRED FEDERAL PROVISIONS: The Sponsor shall incorporate all required federal contract provisions that apply to this Project in its contract documents.

(33) EMPLOYEE PROTECTION FROM REPRISAL:

(A) Prohibition of Reprisals:

1. In accordance with 41 U.S.C. § 4712, an employee of the Sponsor or a subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (A)2, information that the employee reasonably believes is evidence of:

- a. Gross mismanagement of a Federal grant;
- b. Gross waste of Federal funds;
- c. An abuse of authority relating to implementation or use of Federal funds;
- d. A substantial and specific danger to public health or safety; or
- e. A violation of law, rule, or regulation related to a Federal grant.

2. The persons and bodies to which a disclosure by an employee is covered are as follows:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Federal office or employee responsible for oversight of a grant program;
- e. A court or grand jury;
- f. A management office of the Sponsor or subgrantee; or

g. A Federal or State regulatory enforcement agency.

(B) Submission of Complaint: A person who believes that they have been subjected to a reprisal prohibited by Paragraph (33)(A) of this Agreement may submit a complaint regarding the reprisal to the Office of Inspector General for the USDOT.

(C) Time Limitation for Submittal of a Complaint: A complaint may not be brought under this subsection more than three (3) years after the date on which the alleged reprisal took place.

(D) Required Actions of the Inspector General: Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

(E) Assumption of Rights to Civil Remedy: Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

(34) BUY AMERICAN: Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any permitted use for which funds are provided under this Agreement. The Sponsor will include a provision implementing Buy American in every contract and subcontract issued under this Agreement.

(35) LIMITATIONS: Nothing provided herein shall be constructed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the Commission prior to the date of this Agreement.

(36) AIR AND WATER QUALITY: The Sponsor is required to comply with all applicable air and water quality standards for all projects funded pursuant to this Agreement. If the Sponsor fails to comply with this requirement, the Commission may suspend, cancel, or terminate this Agreement.

(37) FACE COVERINGS POLICY: The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

(38) FINANCIAL REPORTING AND PAYMENT REQUIREMENTS: The Commission and Sponsor will comply with all Federal financial reporting requirements



and payment requirements, including submittal of timely and accurate reports.

(39) AIRPORT RESCUE GRANT ASSURANCES: The Airport Rescue Grant Assurances are required under the ARP Act and are attached to this Agreement. The Sponsor shall comply with these assurances to accomplish the requirements of this Agreement. The Airport Rescue Grant Assurances are hereby provided to the Sponsor as Exhibit A and incorporated into and made part of this Agreement.

(40) EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

(41) EQUIPMENT ACQUISITION: The Sponsor agrees that for any equipment acquired with funds provided by this Agreement, such equipment shall be used solely for purposes directly related to the Airport.

(42) LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:

(A) Will be maintained and used at the Airport for which they were purchased; and

(B) Will not be transferred, relocated, or used at another Airport without the advance consent of the Commission on behalf of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenses, cost effectiveness, and emission reductions.

(43) UTILITIES PRORATION: For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable costs of utilities incurred by the Sponsor to operate and maintain the Airport included in this Agreement must not exceed the percent attributable to the capital or operating costs of the Airport.

(44) UTILITY RELOCATION IN GRANT: The Sponsor understands and agrees that:

(A) The Commission will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the Commission that the Sponsor is legally responsible for payment of such costs;

(B) ARP Act funding participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

(C) The utilities must serve a purpose directly related to the Airport.

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

Executed by the Sponsor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF ROLLA

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as attorney for the Sponsor, do hereby certify that in my opinion, the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement, and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the ARP Act. The Sponsor understands funding made available under this grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

SPONSOR: CITY OF ROLLA

\_\_\_\_\_  
Name of Sponsor's Attorney (typed)

\_\_\_\_\_  
Signature of Sponsor's Attorney

Date \_\_\_\_\_

**EXHIBIT A**  
**AIRPORT RESCUE GRANT ASSURANCES**  
**AIRPORT SPONSORS**

---

**A. General.**

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Relief and Relief Supplemental Appropriations Act of 2020 (ARP Act or "the Act"), Public Law Number, Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP State Block Grant subaward offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

**B. Sponsor Certification.**

The Sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

**FEDERAL LEGISLATION**

---

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Ordinance 1st Reading**

**ITEM/SUBJECT: Easement Acceptance/Easement Vacation**

**BUDGET APPROPRIATION: DATE: 02/21/23**

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**COMMENTARY:**

**Staff has been working with the owner of the Freuh Addition Subdivision to remove a waterline easement. The Freuh Addition is along Bardsley Road and was approved by council in November 2022. Attached is a survey of the area indicating the waterline easement to be vacated.**

**Staff is the first reading of an ordinance to vacate the waterline easement**

**Staff recommends approval.**

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

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

AN ORDINANCE VACATING AN EXISTING WATERLINE EASEMENT IN LOTS 1 AND 2 OF THE LEWIS ADDITION.

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

SECTION 1: That the waterline easement more particularly described as follows is hereby vacated:

A 5.0 feet wide water line easement situated in Lots 1 and 2 of Lewis Addition to the City of Rolla, Missouri recorded plat of Resubdivision, as shown on said plat and described as follows: Commencing at the Southeast corner of Lot 1 of said Lewis Addition; thence North 89°38'40" West, 190.08 feet along the South line of said Lot 1 to the Point of Beginning; thence continue along said South line, North 89°38'40" West, 5.85 feet; thence North 31°37'00" East, 254.87 feet to the North line of Lot 2 of said Lewis Addition; thence South 77°42'40" East, 5.30 feet along said North line; thence South 31°37'00" West, 253.59 feet to the Point of Beginning.

SECTION 2: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR OF THE CITY OF ROLLA, MISSOURI, ON THIS 6<sup>TH</sup> DAY OF MARCH, 2023.

APPROVED:

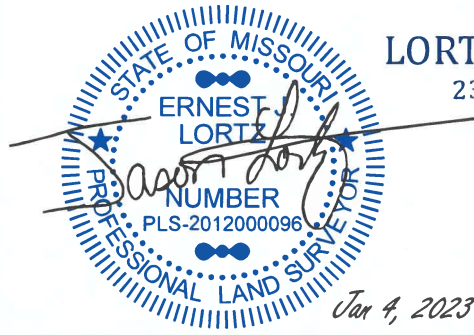
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor



**LORTZ SURVEYING, LLC**

231 W. COMMERCIAL STREET

P.O. BOX 767

LEBANON, MO 65536

417-991-8115

[www.lortzsurveying.com](http://www.lortzsurveying.com)

[jlortz@lortzsurveying.com](mailto:jlortz@lortzsurveying.com)

## 5' Water Line Easement to be Vacated

A 5.0 feet wide water line easement situated in Lots 1 and 2 of Lewis Addition to the City of Rolla, Missouri recorded plat of Resubdivision, as shown on said plat and described as follows: Commencing at the Southeast corner of Lot 1 of said Lewis Addition; thence North 89°38'40" West, 190.08 feet along the South line of said Lot 1 to the Point of Beginning; thence continue along said South line, North 89°38'40" West, 5.85 feet; thence North 31°37'00" East, 254.87 feet to the North line of Lot 2 of said Lewis Addition; thence South 77°42'40" East, 5.30 feet along said North line; thence South 31°37'00" West, 253.59 feet to the Point of Beginning.

**CITY OF ROLLA  
CITY COUNCIL AGENDA**

**DEPARTMENT HEAD: Darin Pryor**

**ACTION REQUESTED: Motion**

**ITEM/SUBJECT: Easement Acceptance**

**BUDGET APPROPRIATION:**

**DATE: 02/21/23**

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**COMMENTARY:**

**Staff has been working with the owner of the Freuh Addition Subdivision to provide utility easements for this development. The Freuh Addition is along Bardsley Road and was approved by council in November 2022. Attached is a survey of the utility easement and a legal description of the easement.**

**Staff is requesting a motion to accept the utility easement.**

**Staff recommends approval.**

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



**10' W UTILITY EASEMENT**

THIS INDENTURE, Made on the 10<sup>th</sup> day of January, 2023, by and between Robert E. & Martha A. Frueh Trust, Grantor, and the City of Rolla, Missouri, Grantee:

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar (\$1.00) to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, do by these presents, grant to the Grantee the right to enter upon and to construct, operate and maintain storm sewer pipe, a ditch or ditches, channel or channels, for the drainage of surface water over and across a 10 foot wide drainage easement.

DESCRIPTION

A 10.0 feet wide Utility Easement situated in Lots 1 and 2 of Lewis Addition to the City of Rolla, Missouri recorded plat of Resubdivision, described as follows: Beginning at the Southeast corner of Lot 1 of said Lewis Addition; thence North 89°38'40" West, 200.00 feet along the South line of said Lot 1, thence North 00°21'20" East, 10.00 feet; thence South 89°38'40" East, 190.12 feet; thence North 01°04'00" East, 185.80 feet; thence North 77°42'40" West, 81.79 feet; thence North 12°17'20" East, 10.00 feet to the North line of Lot 2 of said Lewis Addition; thence South 77°42'40" East, 90.00 feet along said North line to the Northeast corner of said Lot 2; thence South 00°57'40" West, 100.08 feet along the East line of Lot 2; thence South 01°10'00" West, 103.81 feet along the East line of Lot 1 of said Lewis Addition to the Point of Beginning.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto said Grantee, for the purpose of right to enter upon and to construct, operate and maintain storm sewer pipe, a ditch or ditches, channel or channels, for the drainage of surface water over and across a drainage easement across said land herein described forever, including the rights of the Grantee, its agents, servants, employees, or representatives to reasonable ingress and egress over and across the property of the Grantor for such purposes. This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon the heirs, legal representatives and assigns of the Grantor(s) herein.

IN WITNESS WHEREOF, the Grantors have set their hands this 10<sup>th</sup> day of January 2023.

[Signature]  
Robert E. Frueh

Martha A Frueh  
Martha A. Frueh

STATE OF MISSOURI    )  
  ) SS  
COUNTY OF Phelps)

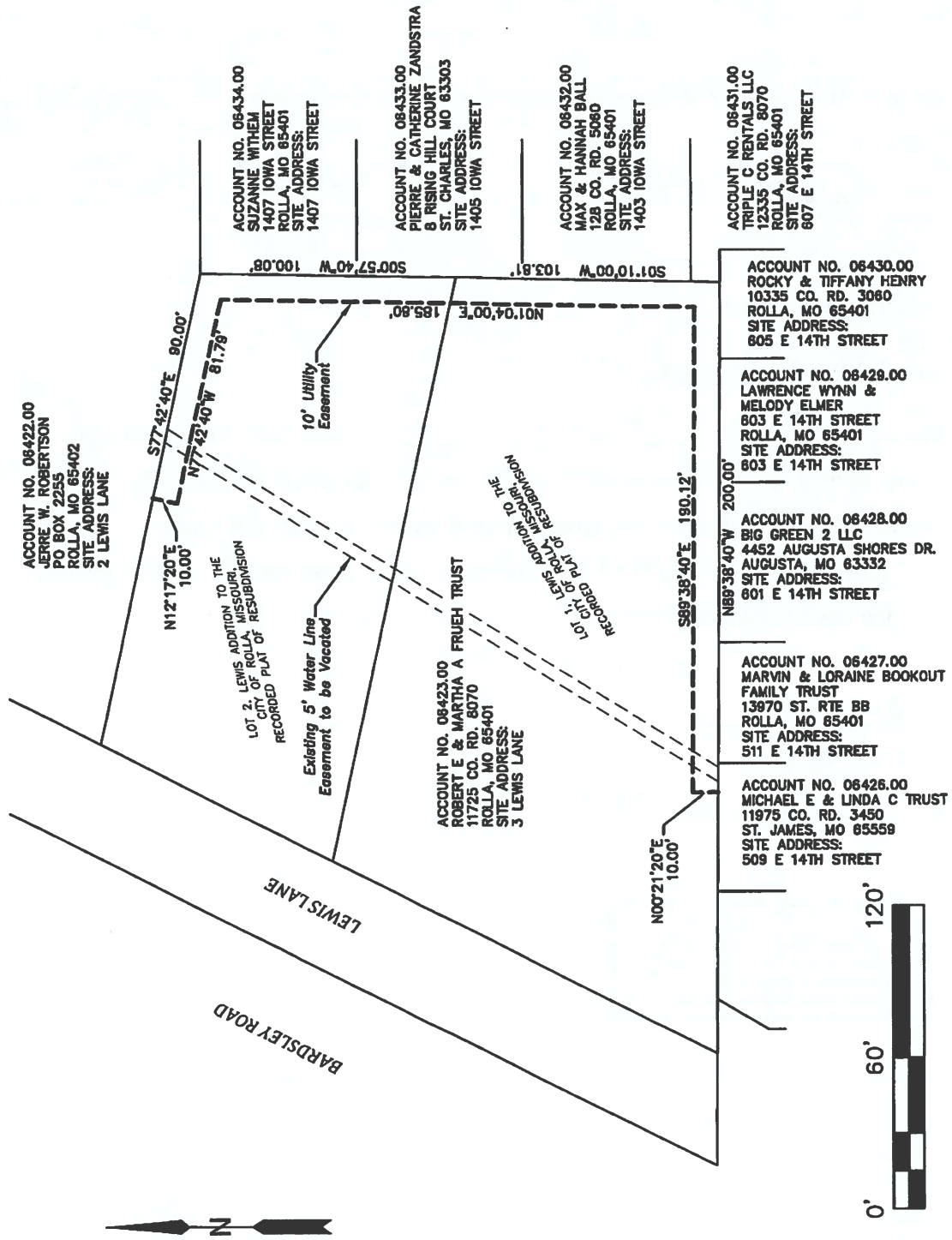
On this 10<sup>th</sup> day of January, 2023, before me personally appeared to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Lacie [Signature]  
Notary Public

My Commission Expires: 11/23/2024





5

IV.C.4

CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Brady Wilson

ACTION: Bid Award

ITEM/SUBJECT: Refuse Carts

BUDGET APPROPRIATION: \$75,000

DATE: February 21, 2023

.....  
COMMENTARY:

To continue the replacement of obsolete refuse collection carts, and to continue the expansion of the use of automated collection, bids were recently sought for the purchase of 1,000 refuse carts. Below is a tabulation of the bids received. Staff is recommending awarding the low bid which is for the Cascade cart from Downing Sales and Service of Phillipsburg, Missouri.

Toter Carts (Sourcewell)	\$64,000
Otto Carts	\$64,220
Schaefer Carts	\$59,250
Cascade Carts	\$57,490

V.A.1

Item \_\_\_\_\_

Chuck Whitmire has lived in the Rolla for 33 years. He served as pastor of First Assembly of God church, here in Rolla, for 30 years and now works for the non-profit organization Rural Compassion. He and Alhesha have been married for two years after both being widowed. He has served on advisory committees in the Rolla School District, served as a Chaplain for a local Hospice agency, served on committee with local law enforcement and other state agencies, volunteered for years in the Rolla county jail as a weekly speaker and counselor and served on the bank board of U.S. Bank in Salem. Chuck has an undergraduate degree in business administration and economics, A.A. from Central Bible College and attended the Assemblies of God Theological seminary.